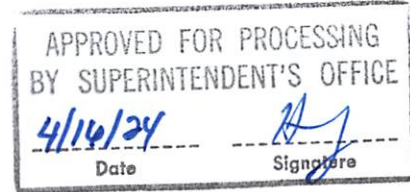


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: AWARD OF LEASE LEASEBACK B24LS424, SIMI VALLEY HIGH SCHOOL MPR DEMOLITION PROJECT, INCREMENT 1, TO BALFOUR BEATTY CONSTRUCTION, LLC

Business & Facilities
Consent #5

April 16, 2024
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.

Balfour Beatty will be the LLB contractor for the MPR Demolition Project, Increment 1, at Simi Valley High School.

Fiscal Analysis

Fee Proposal for the following:

\$ 376,903.00 Base Price
\$ 18,882.00 Construction Contingency
\$ 395,785.00 Guaranteed Maximum Price (GMP) Not To Exceed
\$ 50,000.00 District Contingency
\$ 50,000.00 Unforeseen Allowance
\$ 247.00 Financing Cost
\$ 496,032.00 Total Contract Amount, Not to Exceed, funded with Measure X

Recommendation

It is recommended that the Board of Education approve the award of Lease Leaseback B24LS424, Simi Valley High School MPR Demolition, Increment 1, to Balfour Beatty Construction, LLC.

On motion # 146 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved the award of Lease Leaseback B24LS424, Simi Valley High School MPR Demolition, Increment 1, to Balfour Beatty Construction, LLC.

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

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use

Master Construction Agreement No.:

Project Name: SVHS Demolition of MPR Building & Utility Building Renovation – Increment 1.

Project Number: Bid #B24LS424

Project Description: Demolition of Existing MPR Building and associated foundations and footings, site paving, Landscaping, and Utilities, and the Utility Building and associated roofing, doors, freezer, slab, and two shade structures and one Kiln.

Site Description: 5400 Cochran Street, Simi Valley, CA 93063.

Scope of Work/Construction Documents: Demolition of MPR Building.

DSA Application Number: 03-123828

DSA File Number: TDB

Company Name	Balfour Beatty Construction, LLC.		
Representative	<u>Dennis Kuykendall, Project Executive</u> Name and Title <u>dkuykendall@balfourbeattyus.com</u> 949-502-4000 Email Address Phone		
Contract Signatories (only one is required)	(1) <u>John Bernardy, Sr. VP</u> Name and Title <u>jbernardy@balfourbeattyus.com</u> 949-504-4000 Email Address (2) Name and Title Email Address Phone		
Mailing Address	<u>13520 Evening Creek Drive North, Suite 270</u> Address <u>San Diego, CA 92128</u> City, State, Zip Code		
California Contractor License	Number: 979126 Classifications: A & B Expiration Date: 12-31-24		
Acknowledgement of Addenda	(by Addendum Number): 1.		
	Subcontractor Fees + GC + Insurance & Bonds (within GMP)		\$ 362,179.00
Section 3.4	Date completion by		09-30-2024
Section 3.5	Liquidated Damages for overstaying lease (Art. 18) is		\$ 2,500.00 per calendar day
Section 3.6.1	Construction Contingency (within GMP) is		\$ 18,882

Section 3.6.2	Errors and Omissions Contingency (within GMP) is	ZERO	
Section 3.8	The Contractor's fee (percentage) for this Project (within GMP) is	3.95%	\$ 14,724.00
Section 3.6	TOTAL Guaranteed Maximum Price (GMP) (Art. 5) is		\$ 395,785.00
Section 3.7	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.7.1	District's Contingency (Art. 8) is <i>District Contingency is carried outside of the GMP.</i>		\$ 50,000.00
Section 3.7.2	Unforeseen Allowance is <i>Unforeseen Allowance is carried outside of the GMP.</i>		\$ 50,000.00
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$ 247.00
	TOTAL PROJECT COST Total GMP + District's Contingency + Sublease Finance Charge		\$ 496,032.00
ALTERNATE BID ITEM: If the GMP incorporates Alternate Bid.			
Alternate Bid Item No	Alternative Bid Description	Proposed Price	
1	N/A	\$	

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

Proposal Submitted By:



(Signature)

Dennis Kuykendall

(Printed Name)

3-12-24

(Date)

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

CONTRACTOR:

(Company Name)

(Signature)

(Printed Name)

(Title)

Date: _____

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date: _____

EXHIBIT C

**SUBLEASE PAYMENT SCHEDULE
SIMI VALLEY HIGH SCHOOL MPR DEMOLITION - INCREMENT 1**

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: \$ 375,996

II. Sublease Finance Payment of \$ 19,789 (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	\$ 19,789	\$ 5,009	\$ 62	\$ 4,947	\$ 14,842
2	\$ 14,842	\$ 5,009	\$ 62	\$ 4,947	\$ 9,895
3	\$ 9,895	\$ 5,009	\$ 62	\$ 4,947	\$ 4,947
4	\$ 4,947	\$ 5,009	\$ 62	\$ 4,947	\$ -
5	\$ -	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 20,037	\$ 247	\$ 19,789	

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

CONTRACTOR:

Balfour Beatty

(Company Name)

(Signature)

(Printed Name)

(Title)

Date:

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

(Signature)

Ron Todo

(Printed Name)

Associate Superintendent, Business & Facilities

(Title)

Date:

* 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.

EXHIBIT "Z"
Bid # B24LS424

Simi Valley HS - Demolition of MPR Building DATE 03.06.24		
		GMP
Subcontractor Costs		\$ 188,820
General Requirements		\$ 37,500
Subtotal Subcontracted Costs		\$ 226,320
BBC General Conditions 8-15-24 thru 9-23-24 = 1 Month @\$128,441 (Less SWPPP for (1) month of \$893)		\$ 127,548
SUBTOTAL HARD COSTS		\$ 353,868
Construction Contingency - 10% on Subcontractor Costs	10.0%	\$ 18,882
Errors and Omissions Contingency (N/A)	0.0%	
CONSTRUCTION COSTS WITH CONTINGENCIES		\$ 372,750
General Liability/ WC Ins.	1.10%	\$ 4,354
Builders Risk (By District)	0.00%	
SUBTOTAL COSTS WITH INSURANCE		\$ 377,104
Lease Leaseback Fee 3.95% of Construction Costs w/ Contingencies	3.95%	\$ 14,724
SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE		\$ 391,827
Bonds	1%	\$ 3,958
SUBTOTAL GMP		\$ 395,785
District's Contingency (\$50K per District)		\$ 50,000
District Unforeseen Allowance (\$50K per District)		\$ 50,000
Sublease Finance Charge		\$ -
TOTAL		\$ 495,785

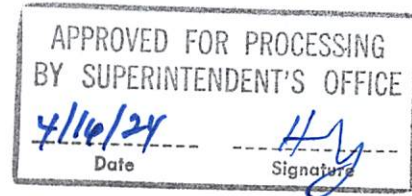
General Contractor and Subcontractor Fees plus Insurance & Bonds (within GMP)	\$ 362,179
Construction Contingency	\$ 18,882
Lease Leaseback Fee 3.95%	\$ 14,724
GMP	\$ 395,785
District's Contingency	\$ 50,000
District Unforeseen Allowance	\$ 50,000
Sublease Finance Charge	\$ 247
TOTAL PROJECT COST (GMP + District Contingency + Sublease Finance)	\$ 496,032

Simi Valley HS - Demolition of MPR Building					
Balfour Beatty General Requirements					
DATE 03.06.24					
Temporary Fencing - 10 month duration (3 months under construction, approximatley 7 months before MPR build out starts)				\$	20,000
Mantaining BMP - SWPPP After Demolition - 7 months				\$	17,500
				\$	-
Items above are not included in Bid Package scope to reduce added Subcontract OH/Fee mark up and allow BBC to maintain control after Demo scope is completed				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
TOTAL GENERAL REQUIREMENTS				\$	37,500

Bid Tabulation Results
Simi Valley HS - Demolition of MPR Building
DATE 03.06.24



<u>Bid Package 02.40 Existing Conditions</u>	Base Bid	Low Base Bid	Selected Base Bid
Northstar Contracting Group, Inc.	\$ 188,820.00	\$ 188,820.00	\$ 188,820.00
Bayview Environmental Services, Inc.	\$ 583,256.00		
Interior Demolition, Inc.	\$ 249,388.00		
AMPCO Contracting, Inc.	\$ 148,805.00	\$ 148,805.00	
Simi Valley HS MPR Demolition			\$ 188,820.00



**TITLE: RATIFICATION OF AWARD OF FIELD CONTRACT WIT24-00472,
INTERACTIVE CLASSROOM PROJECTOR INSTALLATION AND
REPLACEMENT**

Business & Facilities
Consent #6

April 16, 2024
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

At the February 20, 2024 meeting, the Board of Education approved Consent #20, Purchase of Replacement Interactive Projectors in Classrooms. The projected cost for equipment and installation was \$1,875,338.43 with the equipment being purchased on a valid cooperative or other "piggyback" agreement.

Actual project costs break down as follows.

Equipment and Sales Tax	\$1,661,062.97
Installation and Bonds	\$214,921.66
Total Project Cost	\$1,875,984.63

As a CUPCCAA District, public works projects in excess of \$200,000.00 must be formally bid as per Public Contract Code 22032. There is a generally-accepted exception to this when the cost of installation is considered "incidental" when compared to the cost of the owner-supplied product, typically allowing the vendor of the equipment to install the equipment. Considering that \$1,470,603.73 of the equipment cost (not including sales tax) is being procured via piggybackable contracts, the installation cost is 13.01% of the equipment cost.

After confirmation from legal counsel that the 13.01% installation cost is considered incidental, the Associate Superintendent of Business & Facilities signed Field Contract WIT24-00472 (in the amount of \$214,921.66) between the District and IVS Computer Technology, authorizing installation to begin.

Additional information is available in the Purchasing Department.

On a motion # 146 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, award of Field Contract WIT24-00472, Interactive Classroom Projector Installation and Replacement, to IVS Computer Technology.

AYES: Bagdasaryan
Ju bran NOES: 0 Absent: 0 Abstained: 0
Smollen
Pine
LaBelle

**TITLE: RATIFICATION OF AWARD OF FIELD CONTRACT WIT24-00472,
INTERACTIVE CLASSROOM PROJECTOR INSTALLATION AND
REPLACEMENT**

Business & Facilities
Consent #6

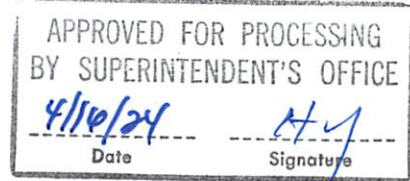
April 16, 2024
Page 2 of 2

Fiscal Analysis

The cost for the Interactive Classroom Projector Installation and Replacement will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education ratify award of Field Contract WIT24-00472, Interactive Classroom Projector Installation and Replacement, to IVS Computer Technology.



**TITLE: RATIFICATION OF MEASURE X FUNDED PARTIAL EXPENSES,
 AGREEMENTS AND FIELD CONTRACTS UNDER CUPCCAA;
 JANUARY 1, 2024 TO MARCH 17, 2024**

Business & Facilities
Consent #9

April 16, 2024
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 January 1, 2024 to March 17, 2024.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA from January 1, 2024 to March 17, 2024 is **\$632,115.03** as shown on Exhibit "A".

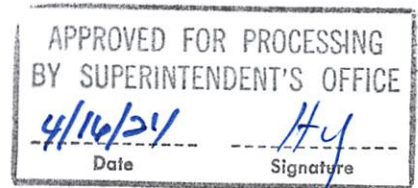
Recommendation

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

On motion # 146 by Trustee Smollen, seconded by Trustee Pine
and carried by a vote of 5 to 0, the Board of Education, by a roll-call-vote, ratified
Measure X Funded Partial Expenses, Agreements and Field Contracts Under CUPCCAA; January
1, 2024 to March 17, 2024.

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

	A	B	C	D	E	F
1	MEASURE X FIELD CONTRACTS UNDER CUPCCAA, AGREEMENTS, & MISC POs FROM 1/1/2024 - 3/17/2024					
2						
3	Req Date	Req #	PO #	Vendor	Total Amt	Comment
4	1/18/2024	R24-03458	P24-03082	G.I. RUBBISH CO/WASTE MGMT.	\$ 1,648.81	RHS TRASH BINS CLASS RENO
5	1/18/2024	R24-03459	P24-03083	G.I. RUBBISH CO/WASTE MGMT.	\$ 882.51	BW TRASH BINS CLASS RENO
6	1/22/2024	R24-03481	P24-03114	TIKAL REPRODUCTIONS	\$ 500.00	PV PLAN PRINTING CLASS RENO
7	1/22/2024	R24-03499	P24-03171	EARTH SYSTEMS PACIFIC	\$ 850.00	SVHS SEISMIC UTILTIY MPR
8	1/22/2024	R24-03500	P24-03172	EARTH SYSTEMS PACIFIC	\$ 650.00	SVHS GRADING MODS MPR
9	1/25/2024	R24-03538	P24-03176	VENTURA COUNTY STAR	\$ 548.48	SVHSLEGAL AD #9778235-SURPLUS HVAC UNITS MPR
10	1/26/2024	R24-03560	P24-03177	COUNTY OF VENTURA/COUNTY CLERK'S OFFICE	\$ 50.00	SVHS FEE MPR
11	2/8/2024	R24-03779	P24-03476	FENCE FACTORY	\$ 24,988.00	RHS FENCING MPR
12	2/8/2024	R24-03804	P24-03428	BLUESPACE INTERIORS	\$ 1,260.49	BW FURNITURE CLASS RENO
13	2/9/2024	R24-03815	P24-03430	VIRCO, INC.	\$ 7,784.66	SMS FURNITURE CLASS RENO
14	2/9/2024	R24-03816	P24-03479	BLUESPACE INTERIORS	\$ 13,511.33	PV FURNITURE CLASS RENO
15	2/9/2024	R24-03818	P24-03431	CULVER-NEWLIN, INC	\$ 1,192.62	RHS FURNITURE CLASS RENO
16	2/9/2024	R24-03821	P24-03432	BLUESPACE INTERIORS	\$ 2,791.11	RHS FURNITURE CLASS RENO
17	2/9/2024	R24-03822	P24-03433	VIRCO, INC.	\$ 2,771.63	RHS FURNITURE CLASSROOM RENOVATION
18	2/9/2024	R24-03826	P24-03434	LAKESHORE LEARNING MATERIALS	\$ 2,285.19	BW FURNITURE CLASS RENO
19	2/9/2024	R24-03828	P24-03435	BLUESPACE INTERIORS	\$ 21,883.10	BW FURNITURE CLASS RENO
20	2/9/2024	R24-03830	P24-03436	VIRCO, INC.	\$ 6,449.95	BW FURNITURE CLASS RENO
21	2/12/2024	R24-03831	P24-03481	UNIQUE MOVING & STORAGE	\$ 15,772.50	RHS MOVERS CLASSROOM RENOVATION P2
22	2/12/2024	R24-03832		MPI - MILLER PLUMBING INC.	\$ 10,400.00	SVHS SNACK BAR RENOVATION
23	2/12/2024	R24-03833	P24-03482	SCHOOL SPECIALTY, LLC	\$ 2,386.57	BW FURNITURE CLASS RENO
24	2/12/2024	R24-03842	P24-03483	SCHOOL OUTFITTERS	\$ 4,641.71	RHS & BW FURNITURE CLASS RENO



TITLE: APPROVAL OF AGREEMENT NO. R24-04405 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT SERVICES AT GARDEN GROVE ELEMENTARY SCHOOL FOR THE FLOOR ABATEMENT PROJECT

Business & Facilities
Consent #10

April 16, 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 Floor Abatement project at Garden Grove Elementary School.

Fiscal Analysis

The estimated cost for the hazardous materials consultant services Agreement No. R24-04405 (Exhibit "A") with the firm of Clark Seif Clark, Inc. is **\$28,840.00**. 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 motion # 146 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-04405 with Clark Seif Clark, Inc. for asbestos construction phase monitoring for abatement monitoring services for the Garden Grove Elementary School Floor Abatement Project.

Ayes: Bagdasarian
Jubran
Smollen
Pine
LaBelle Noes: 0 Absent: 0 Abstain: 0

**AGREEMENT NO. R24-04405
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 April 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.

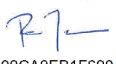
NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

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 March 19, 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 – Eight Thousand Five-Hundred Forty Dollars (\$28,540.00) ("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 June 10, 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:

09CA0EB1F690455...
Ron Todo

Title: Associate Superintendent
Business & Facilities

DS


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

By: _____
DocuSigned by:

8CE12A370BC24B2...
Franco Seif

Title: President / CEO



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

Attachment 1 - Fee Only

3/19/2024

CSC Project No. 1032384.02

Simi Valley Unified School District
Mr. Jim McGregor, Bond Project Coordinator
101 West Cochran Street
Simi Valley, CA 93065

Re: Garden Grove Elementary School
2250 Tracy Avenue
Simi Valley, CA 93065
Classroom Renovation – Floor Tile Abatement Monitoring

Agreement No: A18.686

Dear Mr. McGregor,

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform on-site asbestos abatement monitoring and clearance inspections for the classroom renovation project at Garden Grove Elementary School in Simi Valley, California. It is our understanding that the asbestos-containing flooring materials will be abated from the Administration Building, Rooms 38, 45 and 46; Kindergarten Building, Rooms K1 and K2; Classroom Building 6, Rooms 11, 12, 13; and Classroom Building 7, Rooms 1, 2, 3, 4, 5, 6, 7 and 8. The proposed abatement work shall last approximately three weeks.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$28,840.00. 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.

In order for CSC to proceed with this investigation, we require your written authorization.

FEE PROPOSAL

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Project Manager	\$190.00/Hour	4	\$760.00
Certified Asbestos Consultant – CAC (Project Oversight and Closeout Report)	\$135.00/Hour	4	\$620.00
Certified Site Surveillance Technician – CSST (On-site technician)	\$125.00/Hour	120	\$15,000.00
Clerical	\$70.00/Hour	3	\$210.00
PCM Air Samples	\$25.00/Sample	90	\$2,250.00
TEM Air Samples (48 hour TAT)	\$125.00/Sample	80	\$10,000.00
Total Estimated Costs			\$28,840.00

Project Name: Garden Grove Elementary School
Project Location: 2250 Tracy Avenue, Simi Valley CA
Classroom Renovation Abatement Monitoring
CSC Project No.: 1032384.02

Page 2 of 2

SCOPE OF WORK

The scope of work shall include the following:

- Review of contractor submittals and work plan.
- Monitor the daily activities of the contractor to ensure proper adherence to AHERA protocols and specifications.
- Collect and analyze daily background PCM air samples.
- Collect and analyze final TEM air clearance samples per AHERA
- Provide final closeout documents.

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.

TERMS & CONDITIONS

As stipulated in agreement A18.686 between Simi Valley Unified School District and Clark Seif Clark, Inc.

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,



Christian Goerrissen, CAC
Senior Project Manager

Certificate Of Completion

Envelope Id: C01AB5681DE7409A964BAFE48DC5D092

Status: Completed

Subject: Complete with DocuSign: Garden Grove Flooring - CSC PAA R24-04405.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

4/8/2024 9:32:27 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: 4/8/2024 9:33:38 AM

Viewed: 4/8/2024 9:39:55 AM

Signed: 4/8/2024 9:40:52 AM

Electronic Record and Signature Disclosure:

Accepted: 4/8/2024 9:39:55 AM

ID: c829c77f-c173-4f30-8a29-8fee74081bd5

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

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

Sent: 4/8/2024 9:40:53 AM

Resent: 4/18/2024 10:01:39 AM

Viewed: 4/18/2024 10:11:06 AM

Signed: 4/18/2024 10:11:13 AM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 10:11:06 AM

ID: 0fe077aa-dbbe-46ba-959a-50a59a93764e

Ron Todo

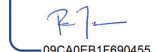
ron.todo@simivalleyusd.org

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: 4/18/2024 10:11:15 AM

Viewed: 4/18/2024 1:16:29 PM

Signed: 4/18/2024 1:16:36 PM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 1:16:29 PM

ID: 9e8c9d03-0aba-455e-938c-634e90ae8b35

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	4/8/2024 9:33:38 AM
Certified Delivered	Security Checked	4/18/2024 1:16:29 PM
Signing Complete	Security Checked	4/18/2024 1:16:36 PM
Completed	Security Checked	4/18/2024 1:16:36 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 AGREEMENT NO. R24-04404 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT SERVICES AT SYCAMORE ELEMENTARY SCHOOL FOR THE FLOOR ABATEMENT PROJECT

Business & Facilities
Consent #11

April 16, 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 Floor Abatement project, at Sycamore Elementary School.

Fiscal Analysis

The estimated cost for the hazardous materials consultant services Agreement No. R24-04404 (Exhibit "A") with the firm of Clark Seif Clark, Inc. is **\$25,715.00**. 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 motion # 146 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-04404 with Clark Seif Clark, Inc. for asbestos construction phase monitoring for abatement monitoring services for the Sycamore Elementary School Floor Abatement Project.

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

**AGREEMENT NO. R24-04404
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 April 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.

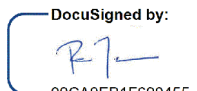
NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

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 March 19, 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 – Five Thousand Seven-Hundred Fifteen Dollars (\$25,715.00) ("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 June 10, 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: 
09CA0EB1F690455...
Ron Todo

Title: Associate Superintendent
Business & Facilities



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

By: 
8CE12A370BC24B2...
Franco Seif

Title: President / CEO



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

Attachment 1 - Fee Only

3/19/2024

CSC Project No. 1031458.03

Simi Valley Unified School District
Mr. Jim McGregor, Bond Project Coordinator
101 West Cochran Street
Simi Valley, CA 93065

Re: Sycamore Elementary School
2100 Ravenna Street
Simi Valley, CA 93065
Classroom Renovation – Floor Tile Abatement Monitoring

Agreement No: A18.686

Dear Mr. McGregor,

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform on-site asbestos abatement monitoring and clearance inspections for the classroom renovation project at Sycamore Elementary School in Simi Valley, California. It is our understanding that the asbestos-containing flooring materials will be abated from Building 6, Room 11; Building 5, Rooms 22, 25, 26, 27; Building 4, Rooms 32, 33, 35, 37; and Kindergarten Building 2, Rooms K1 and K2. The proposed abatement work shall last approximately three weeks.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$25,715.00. 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.

In order for CSC to proceed with this investigation, we require your written authorization.

FEE PROPOSAL

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Project Manager	\$190.00/Hour	4	\$760.00
Certified Asbestos Consultant – CAC (Project Oversight and Closeout Report)	\$135.00/Hour	4	\$620.00
Certified Site Surveillance Technician – CSST (On-site technician)	\$125.00/Hour	120	\$15,000.00
Clerical	\$70.00/Hour	3	\$210.00
PCM Air Samples	\$25.00/Sample	90	\$2,250.00
TEM Air Samples (48 hour TAT)	\$125.00/Sample	55	\$6,875.00
Total Estimated Costs			\$25,715.00

SCOPE OF WORK

The scope of work shall include the following:

- Review of contractor submittals and work plan.
- Monitor the daily activities of the contractor to ensure proper adherence to AHERA protocols and specifications.
- Collect and analyze daily background PCM air samples.
- Collect and analyze final TEM air clearance samples per AHERA
- Provide final closeout documents.

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.

TERMS & CONDITIONS

As stipulated in agreement A18.686 between Simi Valley Unified School District and Clark Seif Clark, Inc.

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,



Christian Goerrissen, CAC
Senior Project Manager

Certificate Of Completion

Envelope Id: 7D40A5815C1D4CEA9303D9D4C3204E7E

Status: Completed

Subject: Complete with DocuSign: Sycamore Flooring - CSC PAA R24-04404.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

4/8/2024 9:30:30 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: 4/8/2024 9:32:00 AM

Viewed: 4/8/2024 9:33:01 AM

Signed: 4/8/2024 9:33:35 AM

Electronic Record and Signature Disclosure:

Accepted: 4/8/2024 9:33:01 AM

ID: 3ce21d79-a30b-427c-98ac-8f9c98d2ce5c

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: 4/8/2024 9:33:36 AM

Resent: 4/18/2024 10:01:44 AM

Viewed: 4/18/2024 10:11:34 AM

Signed: 4/18/2024 10:11:41 AM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 10:11:34 AM

ID: 606bc427-3e11-4a76-bfe3-fc42df4dc512

Ron Todo

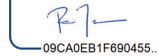
ron.todo@simivalleyusd.org

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: 4/18/2024 10:11:43 AM

Viewed: 4/18/2024 1:16:01 PM

Signed: 4/18/2024 1:16:07 PM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 1:16:01 PM

ID: 42bc0b2c-6913-4933-b95a-57e62e36aebb

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	4/8/2024 9:32:00 AM
Certified Delivered	Security Checked	4/18/2024 1:16:01 PM
Signing Complete	Security Checked	4/18/2024 1:16:07 PM
Completed	Security Checked	4/18/2024 1:16:07 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

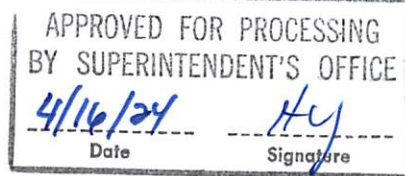
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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: AUTHORIZATION OF BLANKET APPROVAL FOR CONTRACT CHANGE ORDERS NOT TO EXCEED STATUTORY LIMITS FOR SUMMER SCHOOL CONSTRUCTION WORK

Business & Facilities
Consent #14

April 16, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Pursuant to Public Contract Code 20118.4, the Board of Education may authorize changes to Public Works Contracts without the formality of securing bids if the cost does not exceed ten percent of the original contract price or the legal bid limit of \$15,000, whichever amount is greater.

Normal practice is to present all contractual changes which fall under these parameters to the Board of Education for approval as they occur. However, the brief time frame allocated for summer work and the summer schedule of board meetings impacts the ability of the Division of Facilities, Bond Management Office, and Purchasing Department to authorize payments for work performed on a timely basis. Payments for work completed as the result of a change order can take six to eight weeks to process because warrants cannot be generated without Board of Education approval. This delay affects the manner in which the General Contractor issues payment to subcontractors, many of which are local businesses, and can affect the quality of bids received in the future.

It is therefore requested that the Board of Education provide blanket authorization to the Division of Facilities, Bond Management Office, and Purchasing Department to process change orders which do not exceed the statutory limits set forth in Public Contract Code 20118.4. This authorization would be granted only for the period of June 8, 2024 to August 18, 2024.

Fiscal Analysis

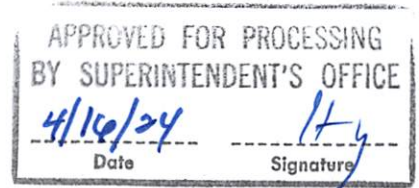
Change orders, if required, cannot exceed the statutory limit of ten percent of contract value or \$15,000 (whichever amount is greater) under this authorization.

Recommendation

It is recommended that the Board of Education authorize the blanket approval of contractual change orders, not to exceed statutory limits, for summer project work.

On motion # 146 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Authorization of the Blanket Approval of Contractual Change Orders, Not to Exceed Statutory Limits, for the Summer Project Work.

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



TITLE: APPROVAL OF AGREEMENT NO. R24-04586 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR THE SIMI VALLEY HIGH SCHOOL MPR PROJECT

Business & Facilities
Consent #19

April 16, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Geotechnical engineering is required for the design of various projects at Simi Valley High School. Geotechnical engineering services are required by the DSA (Division of the State Architect) and CGS (California Geological Survey) for assessment and reporting on the geologic and soils conditions.

Earth Systems is on the list of geotechnical engineering firms approved by the Board of Education on June 13, 2017 and can provide these services.

A proposal from Earth Systems was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is a fixed fee of \$4,600.00.

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for the various projects at Simi Valley High School with Earth Systems.

On motion # 146 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement R24-04586 with the firm of Earth Systems.

Ayes: Bargdasayan
Smollen
Pine
LaBelle
Jobran Noes: 0 Absent: 0 Abstained: 0

AGREEMENT NO. R24-04586 FOR CONSULTANT SERVICES

AGREEMENT made as of the 16th day of April, 2024,

between the District:

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

and the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003

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 **Geotechnical Engineering Services at Simi Valley High School** identified on the attached Proposal from Consultant dated April 4, 2024, (Attachment “A” – Fee Only, to this Agreement). 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. The project schedule is to be completed, as follows:

Design Phase	April 2024 – October 2024
Construction Phase	January 2025 – June 2026

CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **fixed-fee of Four Thousand Six-Hundred Dollars (\$4,600.00)** per the attached Proposal (Attachment "A"- Fee Only).
- 1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.
- 1.11 **Additional Services.** No Additional Services are authorized under this agreement.
- 1.12 **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.

CONSULTANT BILLINGS

- 1.13 **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.
- 1.14 **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.
- 1.15 **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.
- 1.16 **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.
- 1.17 **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.

INSURANCE; INDEMNITY

- 1.18 **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.
- 1.19 **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	\$2,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	\$2,000,000
Aggregate	\$4,000,000
Professional Liability	
Per Occurrence	\$2,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

- 1.20 **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.
- 1.21 **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.
- 1.22 **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. 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.
- 1.23 **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.
- 1.24 **Indemnity.**
- 1.24.1 *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.

- 1.24.2 *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.

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.

TERMINATION; SUSPENSION

- 1.25 **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.
- 1.26 **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.

- 1.27 **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.
- 1.28 **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.

MISCELLANEOUS

- 1.29 **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.
- 1.30 **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.
- 1.31 **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.
- 1.32 **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.
- 1.33 **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.
- 1.34 **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.
- 1.35 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

See Below

- 1.36 **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.
- 1.37 **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.
- 1.38 **Disputes.**
- 1.38.1 *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.
- 1.38.2 *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.
- 1.38.3 *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.

- 1.39 **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.
- 1.40 **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.
- 1.41 **Marginal Headings; Captions. 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.
- 1.42 **Consultant Contact Information.**

Consultant Contact Name: Patrick Boales

Business Phone: 805-642-6727

Fax: _____

E-mail: pboales@earthsystems.com

Federal Tax ID Number or SSN: 77-0521790

**Consultant must provide a W-9 (attached)*

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

☐ Yes ☒ No

If yes, state the date you last worked? _____

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

If yes, please identify the individuals (s): _____

- 1.43 **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 or Associate Superintendent has approved this Agreement and the provisions hereof.
- 1.44 **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.
- 1.45 **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 UNIFIED SCHOOL DISTRICT

By:  _____
09CA0EB1F690455...
Ron Fong, Associate Superintendent
Business & Facilities

DS
MN

EARTH SYSTEMS (CONSULTANT)

By:  _____
62DA1BE2D7C9470...
Signature

By: Patrick V. Boales

Print Name

Title: Vice-President

Company Name: Earth Systems Pacific

Address: 5917 Olivas Park Dr., Suite F

City, State, Zip Code: Ventura, CA 93003

Phone Number: 805-642-6727

Email Address: pboales@earthsystems.com

FINGERPRINT CERTIFICATE

I, Patrick V. Boales, am the Vice-President of _____
 (Print Name) [SimiEDU45125-1] (Title)

Earth Systems Pacific. I declare, state, and certify all of the following:
 (Entity/Contractor Name)

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 details three (3) methods for ensuring the safety of pupils as described below.
 - A. Installation of a physical barrier.
 - B. Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.**
 - C. Surveillance of contractor's employees by school personnel.

The District requires Entity/Contractor to be able to comply with method (B) above. As such, Entity/Contractor must have a California Department of Justice issued ORI number under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove individual identified from District sites.

Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.

Entity/Contractor



AK489



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

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

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - A. The fingerprints of each person identified on Attachment B-1, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; 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/Contractor and I understand that if the District determines that Entity/Contractor 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.
4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. 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/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor'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/Contractor is performing work. If Entity/Contractor 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/Contractor 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/Contractor has remedied the issues which may lead to Unsupervised Contact with students.

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

Executed at Ventura, CA this 10th day of April, 2024.

(City and State) [SimiEDU45125-1b]

DocuSigned by:

Patrick V. Boales

62DA1BE2D7C9470...

(Signature)

Patrick V. Boales

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the Entity's/Contractor's ORI number pursuant to Education Code §45125.1 and §45125.2; 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.

Patrick Boales

Anthony Mazzei

Anthony Luna

Vivian Wallace

Chris Mefford

DRUG-FREE WORKPLACE CERTIFICATION

I, Patrick V. Boales, am the Vice-President of
 (Print Name) [SimiGOV8350] (Title)

Patrick V. Boales

(Contractor Name)

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

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

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

Executed at Ventura, CA this 10th day of April, 2024.

DocuSigned by:

ity and State)

Patrick V. Boales

62DA1BE2D7C9470...

(Signature)

Patrick V. Boales

(Printed or Typed Name)

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Geotechnical Engineering Consulting Services

Agreement R22-02304 Earth Systems – Simi Valley HS

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

Earth Systems Pacific

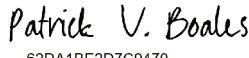
[SimiLAB6400]

("Contractor" or "Bidder") includes the following provisions:

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: 4/10/2024

Contractor: Earth Systems Pacific
Signature: 
Print Name: Patrick V. Boales
Title: Vice-President

NON-COLLUSION DECLARATION**PROJECT:** Simi valley High School**STATE OF CALIFORNIA****COUNTY OF** VenturaI, Patrick V. Boales, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]the Vice-President of Earth Systems Pacific, 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 10th day of April, 2024 at Ventura, Ventura, California.
(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:
Patrick V. Boales
 (Signature) 62DA1BE2D7C9470...
Patrick V. Boales
 (Name Printed or Typed)



Earth Systems

5917 Olivas Park Drive, Suite F | Ventura, CA 93003 | (805) 642-6727 | www.earthsystems.com

April 4, 2024

Project No.: 301707-003

Attention: Robin Rickman
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

Attachment A - Fee Only

Project: Multipurpose Building
Simi Valley High School
5400 Cochran Street
Simi Valley, California
Subject: Proposal to Provide Engineering Consultation during Design

Earth Systems Pacific is pleased to provide this proposal to provide engineering consultation services to the District, the project architects at HMC Architects, and RTM Engineering Consultants during design of the multipurpose building, at Simi Valley HS.

These services will be billed on a Time and Materials basis based on the fee schedule in effect when the services are performed. For 20 hours of engineering and consultation, It is estimated that fees will not exceed \$4,600.00.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Patrick V. Boales
Engineering Geologist

Anthony P. Mazzei
Geotechnical Engineer

Copies: Robin Rickman at SVUSD

Certificate Of Completion

Envelope Id: 7A00F9C53DC94E66BA434B84988FA1D4

Status: Completed

Subject: Complete with DocuSign: SVHS Geotech. Entire Site - Earth Systems Agreement R24-04586.pdf

Source Envelope:

Document Pages: 16

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

4/9/2024 9:06:25 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Patrick V. Boales

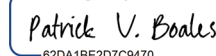
pboales@earthsystems.com

Vice-President

Earth Systems Pacific

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

DocuSigned by:



62DA1BE2D7C9470...

Signature Adoption: Pre-selected Style

Using IP Address: 23.115.123.169

Timestamp

Sent: 4/9/2024 9:55:28 AM

Viewed: 4/10/2024 8:54:26 AM

Signed: 4/10/2024 9:02:16 AM

Electronic Record and Signature Disclosure:

Accepted: 4/10/2024 8:54:26 AM

ID: a6fcfa0-8278-4924-b032-f2d066b00727

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: 4/10/2024 9:02:18 AM

Resent: 4/11/2024 8:55:52 AM

Resent: 4/18/2024 10:01:32 AM

Viewed: 4/18/2024 10:10:28 AM

Signed: 4/18/2024 10:10:39 AM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 10:10:28 AM

ID: f87744c4-9385-4f22-95bd-c2d9e3400902

Ron Todo

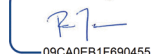
ron.todo@simivalleyusd.org

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: 4/18/2024 10:10:40 AM

Viewed: 4/18/2024 1:16:56 PM

Signed: 4/18/2024 1:17:06 PM

Electronic Record and Signature Disclosure:

Accepted: 4/18/2024 1:16:56 PM

ID: ace04808-3917-4fee-a6c9-8464e35347de

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	4/9/2024 9:55:28 AM
Certified Delivered	Security Checked	4/18/2024 1:16:56 PM
Signing Complete	Security Checked	4/18/2024 1:17:06 PM
Completed	Security Checked	4/18/2024 1:17:06 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

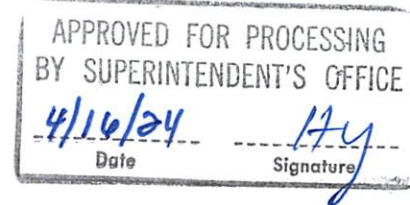
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 #2

April 16, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Simi Valley High School Project:

MPR Demolition project, Increment 1

On November 15, 2022, the District advertised a Request for Proposal seeking preconstruction and lease leaseback services for the new MPR / Kitchen / Classroom Building at Simi Valley High School. On February 21, 2023, the Board of Education approved Balfour Beatty Construction, LLC, as the Lease Leaseback contractor.

The District requested a Lease Leaseback proposal, for construction services, from Balfour Beatty Construction, LLC for the Simi Valley High School MPR Demolition project, Increment 1 project, Bid number B24LS424.

The MPR Demolition project, Increment 1, at Simi Valley High School, Consent #5

Trash Enclosure project

On February 10, 2022, the District advertised a Request for Qualifications for Preconstruction and Lease Leaseback Services for various lease leaseback projects throughout the District. On May 17, 2022, the Board of Education approved Viola, Inc. as the Lease Leaseback contractor.

The District requested a Lease Leaseback proposal, for construction services, from Viola, Inc. for the Trash Enclosure project, Bid number F24LS28.

The Trash Enclosure project at Simi Valley High School, Consent #16

Hillside Middle High School Project:

On February 10, 2022, the District advertised a Request for Qualifications for Preconstruction and Lease Leaseback Services for various lease leaseback projects throughout the District. On May 17, 2022, the Board of Education approved Viola, Inc. as the Lease Leaseback contractor.

The District requested a Lease Leaseback proposal, for construction services, from Viola, Inc. for the Hillside Middle School Portable Renovation project, Bid number F24LS427.

The Portable Renovation project at Hillside Middle School, Consent #15

After reviewing and negotiating all of the proposals for the projects listed above, the proposals were deemed complete and qualified, and therefore the best value to the District.