

TITLE: RATIFICATION OF AGREEMENT NO. A19.240 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBP ARCHITECTURE FOR ARCHITECTURAL DESIGN SERVICES FOR A NEW MODULAR MPR BUILDING AT SIMI INSTITUTE FOR CAREERS AND EDUCATION

Business & Facilities
Consent #4

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On October 30, 2018, the Board of Education authorized purchase of a new 72' x 40' modular MPR Building for Simi Institute for Careers and Education from American Modular Systems through a Piggyback agreement, in the amount of \$583,516.37. Architectural services are needed for preparation of bid documents for installation and connection of the new MPR Building. The firm of tBP Architecture can provide these services and is on the list of approved architectural firms for Measure X projects.

Fiscal Analysis

Design Services Agreement No. A19.240 with tBP Architecture is for a fixed-fee of \$33,688.00 (Exhibit "A") and is being funded by Measure X.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 87 by Trustee Boyle, seconded by Trustee Jubran and carried by a vote of 5-0, the Board of Education ratified, by roll-call-vote, Agreement Nos. A19.240 with tBP Architecture.

Ayes: Boyle White Jubran Smiley LeBelle Noes: 6 Absent: 6 Abstained: 6

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT A19.240

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and tBP Architecture ("Architect") on December 7, 2018.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A17.428 ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Architect for completion of design professional services.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Design services for installation of a new modular MPR Building (American Modular 72' x 40' further described herein), and relocation & reconnection of 2 portable buildings as necessary for installation of the new MPR Building.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not applicable to these fixed-fee Design Services.
3. **Assigned Project Basic Services.** The Basic Services for the Assigned Project are:

Phase	Basic Services
1	Conduct meetings and field investigations as necessary for the design.
2	Prepare an architectural site plan depicting the required improvements.
3	Provide civil engineering design for sanitary sewer/ drainage.
4	Provide mechanical engineering design for water and gas connections.
5	Provide electrical engineering design for power, fire alarm, communications, and data connections.
6	Provide six (6) site visits during the construction phase.
7	Provide project closeout services including punch list development and project completion verification.

4. **Assigned Project Design Disciplines and Design Consultants.** The Design Disciplines included within the scope of the Assigned Project include the following; the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect.

Design Disciplines, Design Consultants
Civil, Mechanical, and Electrical Engineering as needed

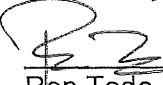
5. **Assigned Project Schedule.** The Architect's Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services - Schedule	Completion Date
Design work and deliverables associated with Basic Services Phases 1 – 5.	Tuesday, April 30, 2019
Construction administration services associated with Basic Services Phases 6 – 7.	As required by the project.

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed fee of **Thirty-Three Thousand Six-Hundred Eighty-Eight Dollars (\$33,688.00)** as described on the attached Proposal from Architect dated November 21, 2018. Billings shall be based on percentage of Basic Services completed.
7. **Agreement Terms.** All terms of Agreement A17.428 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

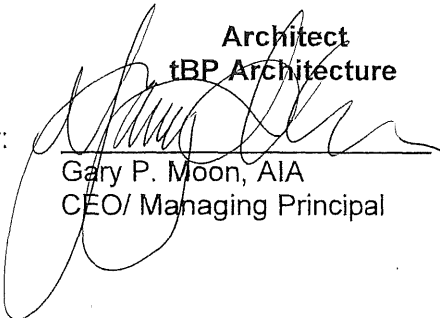
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

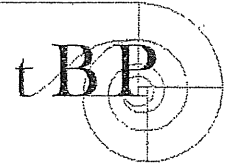
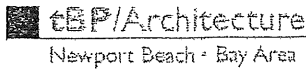
By: 

Ron Todo
Associate Superintendent,
Business & Facilities

Architect
tBP Architecture

By: 

Gary P. Moon, AIA
CEO/ Managing Principal



Architecture
Planning
Interiors

November 21, 2018

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

ATTN: Mr. Tony Joseph, SVUSD Bond Program Manager

**Subject: Building 703 Replacement Project
Simi Institute for Careers and Education**

tBP P/N: 20955.30

Dear Tony,

Thank you for your request to provide Architectural Design Services for the Building 703 Replacement Project at the Simi Institute for Careers and Education Campus. The Project is based on the attached Proposed Enlarged Site Plan.

The Scope of Work will include the following:

1. Architectural Site Plan:
 - Relocate existing modular buildings 411 and 412.
 - Locate new modular building 703.
 - Local Fire Authority Review and Approval.
2. Design and Construction Documents Services.
3. Civil Engineering Design Services:
 - Site Sanitary Sewer connections.
4. Mechanical / Plumbing (Site Work):
 - Natural Gas Piping connections.
 - Water supply.
 - One new drinking fountain at building 703.
5. Electrical Engineering Design Services (Site Work):
 - Electrical power/data connections.
 - Fire Alarm System design.
6. Contract Administration (includes 6-site visits).
7. Project Close-Out Services.

Our Fee for the above Design Services is a fixed fee of:

- \$33,688.00 (Thirty-Three Thousand Six Hundred Eighty-Eight Dollars).

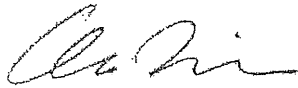
The following items are not being provided under this proposal:

- | | |
|--------------------------------|-------------------------------------|
| • Site Survey and Topography. | • Detailed Construction Estimate. |
| • Geotechnical Engineering. | • Hazardous Materials Investigation |
| • Structural Engineering. | / Abatement. |
| • Fire Protection Engineering. | • DSA Submittal / Review. |
| • Audio/Visual Design. | |

Please contact me if you wish to discuss or if you require additional information. If this proposal meets your expectations, please sign below or send a District-tBP Contract authorizing tBP to proceed.

Thank you for the continued opportunity to provide our services for SVUSD.

Sincerely,



Willis R. Fisher, Architect | LEED AP
Project Manager
tBP/Architecture, Inc.

Proposal is acknowledged and approved.
Authorized Representative:

By: _____
Authorized Representative

Date: _____

Encl: Proposed Enlarged Site Plan
 Proposed Project Schedule
 AMS Proposal

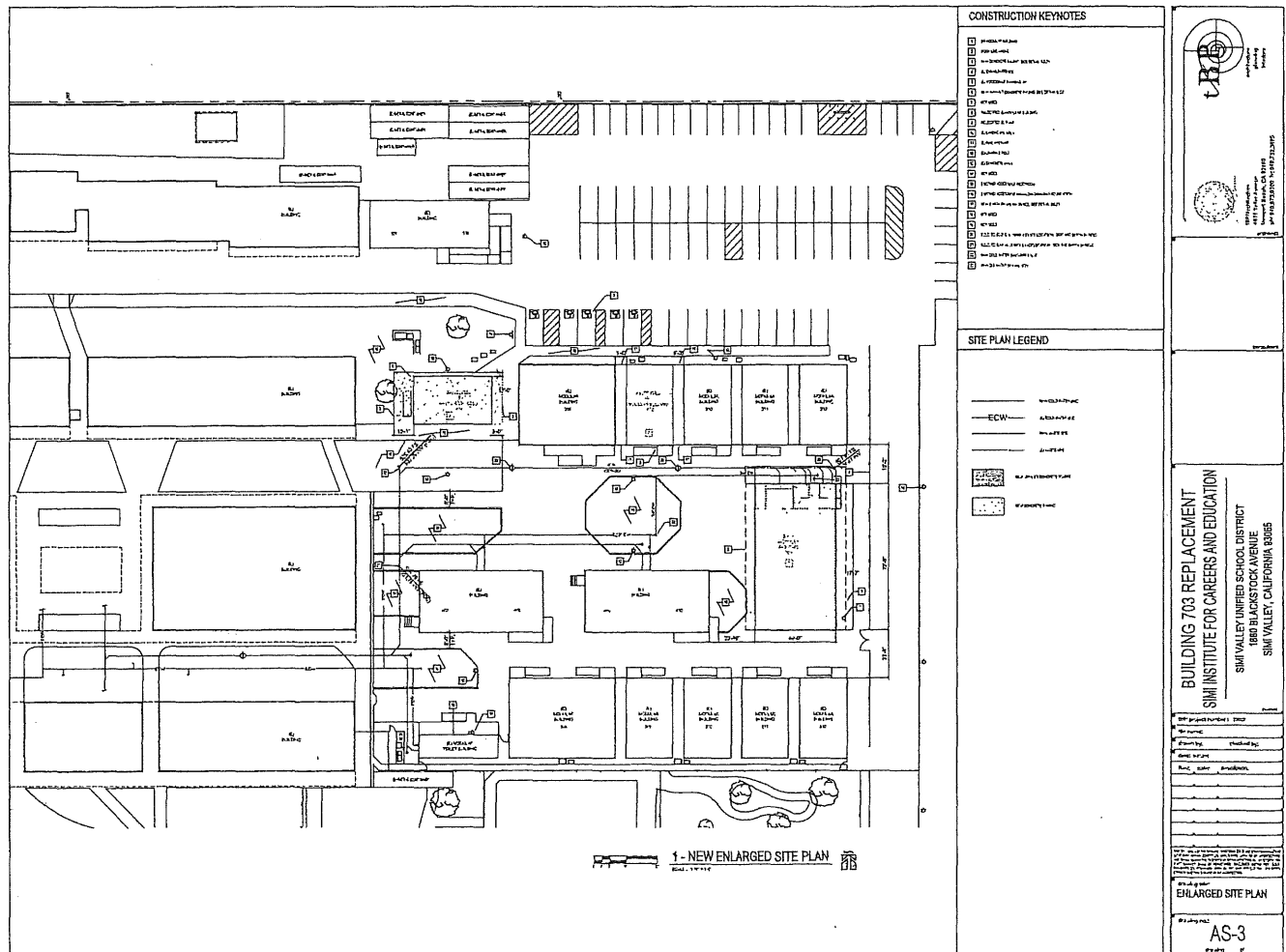


EXHIBIT "A"

**BUILDING 703 REPLACEMENT PROJECT
SIMI INSTITUTE FOR CAREERS AND EDUCATION
Simi Valley Unified School District**

PROJECT SCHEDULE
NOVEMBER 21, 2018

[illegible]

tBP #: 20955,30



October 11, 2018 (revised)

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, California 93065
Attn: Pedro Avila, Director of Facilities and Planning

RE: (1) 72x40 Relocatable Conference Center – Adult School Campus

American Modular Systems is pleased to provide a revised proposal for the Adult School Conference Center. Our proposal is based upon Simi Valley Unified School District utilizing the provisions of the Santa Rita Union School District Facility Supply Services Contract, the Inclusions/Exclusions as listed below, and the conceptual drawing attached dated October 1, 2018.

HCD approved, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 110 mph exposure, High Seismic SS = 2.146, 2016 CBC, FOB Simi Valley, CA

Project:

72x40 Conference Center – 2,880 SF, includes bonds & insurance	Total Project	\$518,378.00
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Approval Fees:

HCD plan approval fees	\$ 10,580.80
In-plant inspection fees	\$ 3,300.00
Total fees	\$ 13,880.80

Option:

Upgrade ceiling to 9'-0" in lieu of 8'-6" at conference room	\$12,640
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Inclusions

BID ITEM

1. 72X40 Relocatable Classroom, Item 1C x 1, Item 1A x 1
2. Plywood subfloors (1-1/8" thick), stiffened 150 lb.
3. Conference Center with restrooms, kitchen, janitor room and equipment room

BUILDING ENVELOPE

4. 60 mil single ply PVC roofing by DuraLast in lieu of standing seam metal roof
5. 3-sided parapet, includes front and side walls. Rear to have gutter, downspouts and no parapet
6. Front overhang at 5 ft and rear overhang at 2 ft, top of parapet 13 ft AFF
7. Conventional 3-part stucco finish – site applied, vertical surfaces and soffits (integral color coat)
8. Exterior colors (1-body, 1-trim per District selection)
9. Standard Von Duprin Panic door hardware at each exterior door
10. 16g welded exterior door frames, 18g exterior doors, include 16" x 84" side light at each exterior door
11. 1-3040 bronze or clear anodized aluminum framed dual glaze window – fixed, kitchen
12. 2-8040 bronze or clear anodized aluminum framed dual glaze windows – fixed, front of building
13. 1-3010 bronze or clear anodized aluminum framed dual glaze window – fixed, obscure glass at each restroom

FOUNDATION

14. *Design Only:* Concrete foundation system design includes vent/access wells and slurry as per PC

INSULATION

15. R-30 Roof, R11 Exterior Walls
16. 8'-6" high t-grid ceilings with 2x4 ceiling tile in conference room, janitor room, equipment room, kitchen and vestibule

FLOOR & WALL

17. Standard Tittle 24 Carpet and rubber wall base in conference room
18. VCT flooring with 5/16" cementitious underlayment in kitchen, janitor room, equipment room, and vestibule
19. Ceramic tile flooring in restrooms
20. Ceramic tile walls in restrooms up to 7 ft AFF, white FRP above
21. Painted sheet rock ceilings in restrooms
22. White FRP walls in janitor room
23. Solid Natural Birch interior doors
24. Vinyl tackboard non-rated interior walls over 1/2" gyp in conference room, kitchen, equipment room, and vestibule
25. Full panel close-ups at modline

CASEWORK

26. Kitchen – base cabinet w/ drawers (18 LF), upper cabinets (10 LF), and sink cabinet (3 LF)

PLUMBING

27. (2) single occupancy toilet rooms
28. Low flow restroom fixtures, including metered faucets
29. Mop sink and electric water heater in janitor room, plumb all sinks hot

MECHANICAL

- 30. (2) Roof top gas/electric HVACs, include ducted supply and return registers
- 31. programmable t-stat

ELECTRICAL

- 32. (16) Duplex receptacles
- 33. (3) GFCI receptacles
- 34. (4) j-boxes with conduit in wall, stubbed above ceiling
- 35. Single phase electrical panels stubbed thru floor, connection by others
- 36. LED recessed lights in t-grid, include occupancy sensor – not dimmable
- 37. Standard exterior exit lighting
- 38. Interior light switches
- 39. Exit lights with battery backup (wall mounted)

MISCELLANEOUS

- 40. (2) 4x8 white markerboards
- 41. (1) exterior hose bib
- 42. Aluminum slat roll-up shutter at 8' x 4' interior kitchen window with stainless steel counter top
- 43. Contract and project supervision
- 44. Engineering and design
- 45. HCD approval for building drawings and in-plant inspections during fabrication
- 46. Bonds and insurance
- 47. Standard delivery and installation
- 48. Standard craning and rigging
- 49. Wall mounted fire extinguishers
- 50. FA conduit and j-boxes per PC design
- 51. Building counter flashing for below grade set

Estimated Schedule

November 1, 2018
 January 17, 2019
 April May 2019
 August 2019
 October 2019

Purchase Order, signed proposal, letter of intent
 Submit building drawings to HCD for approval
 Begin construction with HCD approved drawings
 Shipping and installation
 Project Complete

Exclusions

- 1. HCD approvals for site, or approvals for concrete foundation design
- 2. HCD on-site inspection fees
- 3. adequate vehicle/trades access
- 4. site prep and plans showing grades, benchmarks, setbacks, finish floor height, etc.
- 5. drinking fountain
- 6. below grade concrete foundation design beyond standard PC
- 7. below grade concrete foundation system, slurry, or vent/access wells with grates/frames
- 8. concrete or asphalt flat work or curbs
- 9. concrete landing/ramp or handrails or transition toe at ramp
- 10. SWPPP
- 11. underground utilities
- 12. over excavation and re-compaction or excavation of building footprint
- 13. spoils removal, asphalt removal, concrete removal, sod removal, etc.
- 14. removal or repair of unknown underground obstacles
- 15. soils testing or water flow testing
- 16. condensate drywells or foundation drywells
- 17. mow strips
- 18. landscaping
- 19. utility connections
- 20. craning and rigging beyond standard crane size
- 21. special unloading or special craning due to inaccessible site conditions
- 22. fire alarm system
- 23. fire sprinklers and/or riser
- 24. backfill and compaction
- 25. appliances, disposal or furniture

26. under building pad height
27. full time superintendent
28. fencing, job shack, portable toilets, dust control, security, dumpster, storage bin
29. temporary or permanent power, water, or phone
30. sand prepare drywall except as noted
31. electric hand dryers
32. three phase panel
33. master distribution panel(s)
34. surveying, including building (4) corners marked and finished floor heights noted
35. down spout connections to underground
36. low voltage systems or wire or devices
37. architect fees
38. soap or paper dispensers or mop rack unless noted
39. rough-in plumbing for future
40. stucco paint (integral color coat only)
41. signage
42. seamless gutters
43. EMS systems
44. wire mold
45. IDF cabinets/equipment
46. motion detectors/security systems
47. window coverings or security screens, includes PVC vertical blinds
48. electric HVAC's
49. projection screens and/or projectors
50. under building foundation drains or drywells
51. master keying
52. tubular skylights
53. metal studs
54. builders risk insurance
55. methane gas remediation
56. gas regulators/meters
57. backpack racks/shelves
58. air balance reports/testing or certified air balance report
59. pilot cars
60. off site staging
61. isolation curbs for roof top HVAC systems
62. wall clocks

NOTE: the omission of any item(s) not listed in the assumed scope and exclusions shall not be construed to be included in this pricing
 NOTE: concrete foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installations, inspections, nor acceptance for foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with the plans and specifications. Contractor performing foundation installations is responsible to ensure the foundation is completed per plans, specifications, and meets tolerances for relocatable buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework, or additional coordination/engineering all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc...is required at time of installation.

Purchase Terms

Monthly progress payments, net 20 days. Quote good for 60 days.

Thank you for your inquiry and for the opportunity to provide a proposal for this project. My cell: 818 339 1413

Sincerely,

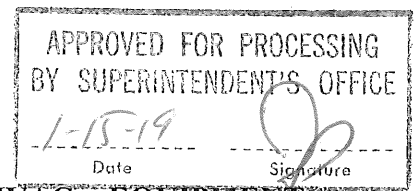
Jim Wallace
 Southern California Director of Sales
 American Modular Systems, Inc.
jim.w@americanmodular.com

ACCEPTED YES ___ NO ___
 BY _____

TITLE _____

DATE _____

cc/simivalley/adulted/file/rev



TITLE: APPROVAL OF CHANGE ORDER NO. 1, HVAC EQUIPMENT REPLACEMENT AT SINALOA MIDDLE SCHOOL, BID NO. 18D19BX304

Business & Facilities
Consent #5

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 3, 2018, the Board of Education authorized the award of Bid No. 18D19BX304 to Simco Mechanical, Inc. in the amount of \$393,000.00 for HVAC Equipment Replacement at Sinaloa Middle School.

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

Fiscal Analysis

Change Order No.1 represents a decrease to the original contract by -\$37,424.06 or -9.52%. The revised contract amount including Change Order No. 1 will be \$355,575.94.

This project is funded by Measure X Funds.

Recommendation:

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

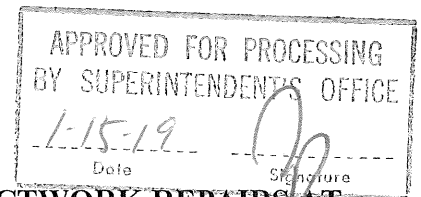
On a motion # 87 by Trustee Brown, seconded by Trustee Jubra and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No.1 for HVAC Equipment Replacement at Sinaloa Middle School, Bid No. 18D19BX304.

Ayes: Brown White Jubra Smiley LaBelle Noes: 0 Absent: 0 Abstain: 0

HVAC EQUIPMENT REPLACEMENT AT SINALOA MIDDLE SCHOOL, BID # 18D19BX304
Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused allowance	\$ (37,424.06)	District requested
TOTAL OF CHANGE ORDER NO. 1		\$ (37,424.06)	

The original contract sum was:.....	\$	393,000.00
Change by previously authorized Change Order(s).....	\$	-
The contract sum prior to this change.....	\$	393,000.00
The contract sum will be increased by this Change Order by.....	\$	(37,424.06) -9.52%
The new contract sum including this Change Order will be.....	\$	355,575.94
The contract days will be increased by.....		No days
The date of completion as of the date of this Change Order therefore is.....		8/8/2018



TITLE: APPROVAL OF CHANGE ORDER NO. 1, HVAC DUCTWORK REPAIRS AT GARDEN GROVE ELEMENTARY SCHOOL, BID NO. 18F81BX319

Business & Facilities
Consent #7

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On July 26, 2018, the Board of Education authorized the award of Bid No. 18F81BX319 to S & A Mechanical Inc. in the amount of \$109,800.00 for HVAC Ductwork Repairs at Garden Grove Elementary School.

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

Fiscal Analysis

Change Order No. 1 represents a decrease to the original contract by -\$3,096.77 or -2.82%. The revised contract amount including Change Order Nos. 1 will be \$106,703.23.

This project is funded by Measure X Funds.

Recommendation:

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

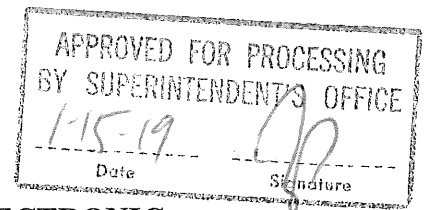
On a motion # 87 by Trustee Blouge, seconded by Trustee Juba and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, Change Order No.1 for HVAC Ductwork Repairs at Garden Grove Elementary School, Bid No. 18F81BX319.

Ayes: Blouge White Juba Smith LaBelle Noes: 0 Absent: 0 Abstain: 0

**HVAC DUCTWORK REPAIRS AT GARDEN GROVE ELEMENTARY SCHOOL, BID # 18F8IBX319
Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused allowance	\$ (3,096.77)	District requested
TOTAL OF CHANGE ORDER NO. 1		\$ (3,096.77)	

The original contract sum was:.....	\$	109,800.00
Change by previously authorized Change Order(s).....	\$	-
The contract sum prior to this change.....	\$	109,800.00
The contract sum will be increased by this Change Order by.....	\$	(3,096.77) -2.82%
The new contract sum including this Change Order will be.....	\$	106,703.23
The contract days will be increased by.....		No days
The date of completion as of the date of this Change Order therefore is.....		8/13/2018



**TITLE: RATIFICATION OF INCREASE IN PRICE OF ELECTRONIC
MARQUEE SIGN FOR CRESTVIEW ELEMENTARY SCHOOL**

Business & Facilities
Consent #8

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On October 30, 2018, through approval of Consent #18, the Board of Education authorized the procurement of Dragonfly electronic marquee signs from PLL Enterprises for seven school sites, including Crestview Elementary School.

The marquee sign for Crestview was originally planned to be single-sided. However, after determining that the planned location would not result in the sign being easily visible, staff determined that a pole-mounted double-sided sign was necessary.

Fiscal Analysis

Crestview Elementary School – Original Proposal	\$24,465.87
Crestview Elementary School – Revised Proposal	\$37,434.72
Increase in Price	\$12,968.85

Separate contracts will be let for electrical power and sign installation in adherence with public contract code.

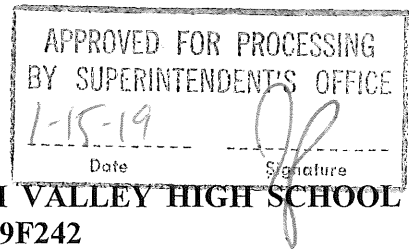
The purchase and installation of the marquee sign will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education ratify the increase in price for procurement of the Dragonfly electronic marquee sign for Crestview Elementary School.

On a motion # 87 by Trustee Boyle, seconded by Trustee Juba and carried by a vote of 5 to 0, the Board of Education ratified, by roll-call-vote, the increase in price of electronic marquee sign for Crestview Elementary School.

Ayes: Boyle White Juba Smalls LoBelle Noes: 0 Absent: 0 Abstained: 0



TITLE: APPROVAL OF CHANGE ORDER NO. 2, SIMI VALLEY HIGH SCHOOL TRACK & FIELD RENOVATION, BID NO. 16D29F242

Business & Facilities
Consent # 11

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 10, 2016 the Board of Education authorized the award of Bid #16D29F242 to Sprinturf LLC, in the amount of \$790,400.00 for the Simi Valley High School Track & Field Renovation Project.

On April 18, 2017 Change Order No. 1 was approved in the deductive amount of -\$32,193.50. Change Order No. 2 is needed to unilaterally credit the District for the costs to remove and replace pole vault boxes that were not installed properly. The District utilized several contractors for this "Correction of Work", and is deducting the entire cost from the contract with SprinTurf, LLC. Attached is Exhibit "A" which describes the costs and justification for Change Order No. 2.

Fiscal Analysis

Change Order No. 2 represents a decrease to the original contract by -17,803.00 or -2.25%. Change Order No. 1 represented a decrease to the original contract by -\$32,193.50 or -4.07%. The revised contract amount including Change Orders No. 1 and No. 2 will be \$740,403.50.

This project is funded by the 2004 General Obligation Bond Fund.

Recommendation:

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

On a motion # 87 by Trustee Blong, seconded by Trustee Jubran and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, Change Order No.2, for the Simi Valley High School Track & Field Renovation Project.

Ayes: Blong White Jubran Smith LaBelle Noes: 0 Absent: 0 Abstain: 0

**Simi Valley High School Track Field Renovation
Bid No. 16D29F242**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
N/A	Change Order No. 2, Credit for cost of removal and replacement of defective pole vault box installations.	\$ (17,803.00)	
TOTAL OF CHANGE ORDER NO. 2		\$ (17,803.00)	

The original contract sum was:.....	\$	790,400.00	
Change by previously authorized Change Order(s).....	\$	(32,193.50)	
The contract sum prior to this change.....	\$	758,206.50	
The contract sum will be increased by this Change Order by.....	\$	(17,803.00)	-2.25%
The new contract sum including this Change Order will be.....		740,403.50	
The contract days will be increased by.....		0 days	
The date of substantial completion as of the date of this Change Order.....		12/20/2017	

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1-15-19
Date
Signature

**TITLE: RATIFICATION OF AGREEMENT NOS. A19.266 & A19.267
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND P2S,
INC. FOR ONGOING ENGINEERING SERVICES AND
EVALUATION OF GROUNDING FOR ROOFTOP ANTENNA
INSTALLATIONS FOR THE 2-WAY RADIO PROJECT**

Business & Facilities
Consent #12

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

An electrical engineer is needed for analysis of proposed grounding of rooftop antennas for the 2-way radio project. The firm of P2S Engineering, Inc. is on the District's list of engineering firms that was approved by the Board of Education on February 21, 2017, and can provide these services. P2S Engineering, Inc. has informed the District that their company name has been revised to "P2S, Inc.".

Fiscal Analysis

Ongoing Electrical & Mechanical Engineering Services Agreement No. A19.266 with P2S, Inc. is a **no-cost master services agreement** (Exhibit "A") establishing the terms and conditions applicable to each agreement. Agreement No. A19.267 with P2S, Inc. is for a **fixed fee of \$3,000** (Exhibit "B") for evaluation of proposed grounding for rooftop antenna installations for the 2-way radio project. These engineering services are being funded with Measure X funds.

Recommendation

This item is presented for Board of Education for ratification.

On a motion # 87 by Trustee Blowse, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement Nos. A19.266 and A19.267 with P2S, Inc. for ongoing engineering services and for evaluation of proposed grounding for rooftop antennas for the 2-way radio project.

Ayes: Blowse White Jubran Symon Dabell Noes: 0 Absent: 0 Abstained: 0

AGREEMENT NO. A19.266 FOR ON-GOING ENGINEERING SERVICES

This Agreement for On-Going Engineering Services ("Agreement") is entered into January 4, 2019 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district ("District") and **P2S, Inc.** ("Engineer"); the District and the Engineer are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as "the Projects" and singularly referred to as "an Assigned Project".

WHEREAS, in or about December 19, 2016, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from Engineering services firms to provide Engineering services on an on-going basis.

WHEREAS, the Engineer submitted a written response to the RFQ ("the RFQ Response"); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain Engineer to provide and perform engineering and related services in connection with the design, bidding and construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A.

WHEREAS, Engineer is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

WHEREAS, as required by the Laws and/or the nature of services provided, personnel of the Engineer are duly registered as engineers under the laws of the State of California; all such personnel are qualified, experienced and capable of completing the Basic Services tasks assigned them for an Assigned Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Engineer agree as follows:

Basic Services

General. Engineer shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the Engineer. Engineer's services shall be performed or provided consistent with the Basic Services Completion Schedule set forth in the PAA for an Assigned Project and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the design, bidding and construction of the Assigned Project. The scope of Basic Services to be provided by the Engineer in connection with an Assigned Project shall be in accordance with the PAA issued by the District for an Assigned Project; the form of PAA is attached hereto as Exhibit A and incorporated herein by this reference.

Relationship of Engineer to Other Assigned Project Participants. The Engineer's services hereunder shall be provided in conjunction with contracts between the District and other Assigned Project participants including the Contractor, the Construction Manager, if one is retained by the District for an Assigned Project. The Engineer's services and the Design Documents prepared by or through the Engineer for an Assigned Project shall conform to processes, procedures and standards established by the District and/or processes, procedures and standards established by the Construction Manager or the District for an Assigned Project. The Contractor awarded the Construction Contract for an Assigned Project is responsible for performance of its

obligations under the Construction Contract. Engineer's services hereunder shall not be deemed or construed to be Engineer's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety during construction of the Project, all of which are and remain the responsibility of the Contractor.

Engineer Independent Contractor Status. The Engineer is an independent contractor to the District. The express terms hereof set forth the limited extent to which Engineer is authorized to act on behalf of the District in its independent contractor capacity. The Engineer shall be liable for the consequences of Engineer's actions or conduct which exceeds the express limited scope of Engineer's authority to act on behalf of the District as set forth herein.

Engineer Standard of Care. Engineer shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement and the PAA for an Assigned Project; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Engineer nor its respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Engineer's obligations to the District under this Agreement.

Engineer Representation. The Engineer shall designate a Project Engineer and/or Job Captain for all Phases of Basic Services for an Assigned Project. Unless approved by the District for an Assigned Project, the Project Engineer or Job Captain designated by the Engineer for an Assigned Project shall be the same for all Phases of Basic Services for the Assigned Project. The Engineer's Project Engineer and/or Job Captain shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Engineer's obligations hereunder; and (iv) be authorized to act on behalf of the Engineer in discharge of Engineer's services hereunder. If the Project Engineer or Job Captain designated by the Engineer for an Assigned Project is replaced, the District shall have the right to approve of the replacement Project Engineer or Job Captain for the Assigned Project. During the Construction Phase of an Assigned Project, the Project Engineer and/or Job Captain shall be readily available to communicate by telephone, correspondence, necessary Site visits, e-mail or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to construction of the Assigned Project.

Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Assigned Project, including without limitation, the California Department of Education, California Department of Finance, Division of State Architect and the California Public Works Board.

Meetings. The Engineer, as necessary, appropriate or requested by the District, shall attend and participate in meetings, forums and other conferences ("Meetings") relating to the design, bidding or construction of an Assigned Project. Without limiting the generality of the foregoing, the Engineer shall attend and participate in Meetings with the Construction Manager, District, end-user groups, shared governance councils/committees, Board of Education and organized public forums relating to an Assigned Project. The Engineer shall promptly respond to matters assigned to or designated for response, review or other action by the Engineer. If requested by the District, the Engineer shall prepare and distribute minutes of Meetings relating to an Assigned Project.

Phased Construction/Construction By Multiple Trade Contractors. Whether or not reflected in the PAA issued by the District for any Assigned Project, the District reserves the right to complete

construction of an Assigned Project in phases and/or by multiple Trade Contractors, each under separate contract with the District for constructing a portion of an Assigned Project. The election of the District to phase construction of an Assigned Project or to construct an Assigned Project with multiple Trade Contractors shall not result in increase of the Contract Price to the Engineer for an Assigned Project.

Existing Conditions Investigation. The Engineer shall inspect the Site of an Assigned Project to ascertain existing conditions, facilities or other improvements on or about the Site of an Assigned Project as necessary to produce complete and accurate Design Documents for the Assigned Project. If the Assigned Project involves any existing improvements, the Engineer shall review any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District and Construction Manager in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District.

Obligation to Design Within Construction Budget. A material obligation of the Engineer under this Agreement and in connection with each Assigned Project hereunder is the Engineer's development and preparation of Design Documents for each Assigned Project that can be constructed (under the then current marketplace conditions) within the Construction Budget established by the District for the Assigned Project. Design Documents for an Assigned Project shall include features, elements, components or other items which may be added to or deleted from the scope of the Assigned Project without impairing the size, intended uses, functions or occupancy of the Assigned Project ("Design Alternatives"). The election to incorporate any Design Alternatives into an Assigned Project shall be solely that of the District. Basic Services of the Engineer include incorporation of District selected Design Alternatives into the Design Documents for an Assigned Project.

Conformity to District Standards. Design Documents prepared by or through the Engineer for an Assigned Project shall conform to District standards for materials, equipment and/or workmanship. Modifications of the Design Documents for an Assigned Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price for the Assigned Project.

Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of an Assigned Project ("Regulatory Agencies"). All of the Engineer's verbal communications with Regulatory Agencies shall be reduced to writing. The Engineer shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to an Assigned Project or generated by the Engineer to any Regulatory Agency relating to an Assigned Project. The Engineer shall be responsible and liable to the District for all consequences of the Engineer's failure or refusal to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies relating to an Assigned Project.

Assigned Projects. The Engineer acknowledges that the District has the sole discretion to retain others to provide other engineering, architectural or related design professional services for any District work of improvement. Unless the District issues the Engineer a PAA for an Assigned Project pursuant to the terms hereof, the Engineer is not obligated to provide any services hereunder and there is no compensation due from the District to the Engineer.

Basic Services: Pre-Design (Programming) Phase.

General. The Engineer shall review the Construction Budget and other information provided by the District regarding an Assigned Project to ascertain the requirements and constraints of the

Assigned Project.

Site Observations. The Engineer shall visit the Site of an Assigned Project to become familiar with physical conditions and existing improvements at the Site as they relate to design of Assigned Project. Unless specifically indicated in this Agreement, the Site observations of the Engineer do not include observations of concealed conditions. The foregoing notwithstanding, by conducting Site observations, the Engineer is responsible for noting and incorporating patently observable existing Site conditions into the Assigned Project Design Documents. If the Assigned Project involves any existing improvements, the Engineer shall review and verify the accuracy of any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District; failure of the Engineer to do so shall result in the Engineer's assumption of responsibility for correcting discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents for the Project without adjustment of the Contract Price are the Engineer for an Assigned Project.

Assigned Project Program Statement. In consultation with the District and the Construction Manager, understandings shall be arrived at with respect to the scope, requirements and constraints of the Assigned Project. Engineer shall provide the District with a written evaluation ("the Program Statement") of the District's requirements and constraints, including the selection of materials, building systems, equipment, the Construction Budget for the Assigned Project and alternative approaches to design and construction of the Assigned Project. The Engineer shall modify the Program Statement as necessary for the District's acceptance of the entirety of the Program Statement. The Engineer's development and preparation of the Design Documents for an Assigned Project shall conform to the District accepted Program Statement for the Assigned Project.

Basic Services: Design Development Documents Phase.

Initial Design Development Documents. Based upon the District accepted Program Statement for the Assigned Project, the Engineer shall prepare Initial Design Development Documents consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Design Development Documents shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; (v) perspective sketches; and (vi) other documents requested by the District relating to the preliminary design of an Assigned Project. Upon completion of the Initial Design Development Documents, or at such other intervals during Engineer's development of Initial Design Development Documents as established in the PAA for an Assigned Project, Engineer shall submit the same to the District and the Construction Manager for information, review and comments.

Final Design Development Documents. The District, the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the comments of the District and the Construction Manager to the Initial Design Development Documents are to be incorporated into the Final Design Development Documents. The Engineer shall prepare Final Design Development Documents which consist of the Initial Design Development Documents revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Design Development Documents, Engineer shall submit the same to the District for review and acceptance.

Design Documents. As required for an Assigned Project, Design Documents completed by the Engineer in the Design Development Documents phase for an Assigned Project shall include without limitation the following:

Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

Design/Details. Development and expansion of the Assigned Project requirements to establish the scope, relationships, forms, sizes and appearance of the Project through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.

Structural Design/Documentation. If the services under this Agreement are for structural engineering, development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.

Mechanical Design/Documentation. If the services under this Agreement are for mechanical engineering, develop mechanical design to establish: (i) approximate equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment; (iv) required chases and clearances; (v) acoustical and vibration control; (vi) visual impacts; and (vii) energy conservation measures.

Electrical Design/Documentation. If the services under this Agreement are for electrical engineering, develop electrical design to establish: (i) criteria for lighting, electrical, audio/visual and telecommunications (voice/data); (ii) approximate equipment sizes and capacities; (iii) equipment layouts; (iv) required space for equipment; (v) required chases and clearances; (vi) visual impacts; and (vii) energy conservation measures.

Plumbing and Fire Protection. If the services under this Agreement are for plumbing engineering, develop plumbing design to establish: (i) general location of plumbing lines; (ii) plumbing line sizing; and (iii) plumbing fixtures. Develop fire protection design showing generally sprinkler piping layout, fire department access areas and connections, and main utility connection.

Civil Design/Documentation. If the services under this Agreement are for civil engineering, develop civil design to establish: (i) topographic surveys including spot elevations and other information necessary for construction of improvements; (ii) systems for proper control of storm +water drainage; and (iii) other work necessary for the civil engineering design.

Constructability; Value Engineering Reviews of Design Construction Documents. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Design Development Documents for an Assigned Project as set forth in the PAA for the Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews or Value Engineering Reviews of the Design Development Documents, the Engineer shall submit Design Development Documents to the District for such Constructability Reviews and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District and the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Design Development Documents. If mutual agreement is not reached, the Engineer shall incorporate such Constructability Review and/or Value Engineering Review comments as directed by the District. The Design Development Documents shall incorporate mutually agreed upon comments or comments as directed by the District. Engineer shall revise Design Development Documents as necessary to obtain the District's reasonable acceptance thereof.

Design Development Documents Construction Cost Estimate. If required by the PAA for an Assigned Project, the Engineer shall prepare and deliver to the District a Construction Cost Estimate of the Design Development Documents for the Assigned Project as depicted in the Final Design Development Documents. If the Construction Cost Estimate of the Design Development Documents materially exceeds the District's Construction Budget for the Assigned Project, the Engineer shall consult with the District and the Construction Manager to identify revisions to the Design Development Documents as necessary so that the Construction Cost Estimate for the Work depicted in the Final Design Development Documents is consistent with the Construction Budget for the Assigned Project. Revisions of the Design Development Documents to conform with the Construction Budget shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications to, or inclusions in, the scope of the Assigned Project or component parts thereof which cause the Project Construction Budget to be exceeded.

Basic Services: Construction Documents Phase.

General. Based upon the District accepted Design Development Documents, the Engineer shall prepare Construction Documents consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Assigned Project with sufficient clarity, coordination and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget. Construction Documents shall include without limitation: (i) details establishing and defining the scope, relationships, forms, size and appearance of the Assigned Project and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Assigned Project; (ii) typical construction details; (iii) equipment specifications and layouts; (iv) dimensions as necessary to accurately depict design of the Assigned Project or as consistent with professional engineering practices; and (v) complete and detailed written Specifications establishing and defining workmanship standards, materials/equipment standards or performance requirements, administration of the Construction Contract for the Assigned Project and similar matters.

Construction Documents. Unless otherwise set forth in the PAA for an Assigned Project, the Construction Documents shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams. Without limiting the generality of the foregoing component parts of the Construction Documents shall include:

Demolition. Complete and detailed descriptions of the existing facilities and improvements to be demolished, to remain in place or to be re-located, including specific direction for the removal, disposal, recycling or other handling of materials or equipment of the existing facilities and improvements to be demolished.

Structural. Foundation details, structural notes and structural calculations.

Mechanical. Floor plans with all components and service/access areas drawn to scale, duct sizing and air flow quantities, detailed piping and duct design with sizing and coordinated with structural supports, equipment details with structural support and vibration isolation methods, penetration and sleeve details, space zoning, installation details, detailed controls requirements and design calculations for mechanical equipment, supporting infrastructure and structural supports to mechanical equipment and ducts.

Plumbing and Fire Protection. Fire protection plans with header and riser layouts, detailing piping design with sizing indicated, sprinkler zone locations, sprinkler installation details including structural supports, penetration details and design calculations. Plumbing components shall be completely identified and located.

Electrical. Details of power service to the Assigned Project, power plans showing primary cable,

raceways, feeder conduits, electrical loads, duplex and special receptacles and branch circuitry design, connections with other building systems, including fire/life-safety, mechanical and telecommunications, grounding details, penetration details. The Electrical Construction Documents shall include interior/exterior lighting with control systems, lighting panels, switching and circuiting, installation details, conduit/wire size notes for lighting branch circuits.

Civil. Topographic surveys of sites or portions of sites where improvements will take place. Sufficient quantities of spot elevations, top-of-grate elevations, curb and concrete elevations, and pavement elevations as required for the proper design and construction of improvements are part of the required information. Accessible ramp and landing elevations, storm water control and retention systems design, surface water control, foundation and retaining wall drainage systems, SWPPP plans and systems, and other information as required for the design and construction of improvements.

Specifications. The Construction Documents Phase Specifications shall be complete and incorporate all requirements for workmanship, materials, equipment and other requirements for the Assigned Project.

Review of Construction Documents Status. At intervals established in the PAA for an Assigned Project or as mutually agreed upon by the District and Engineer, the Engineer shall provide to the District and/or the Construction Manager, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Engineer's preparation of Construction Documents.

Constructability and Value Engineering Reviews of Construction Documents. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Construction Documents for an Assigned Project as set forth in the PAA for an Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews and/or Value Engineering Reviews, the Engineer shall submit Construction Documents to the District for such Constructability and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District, the Construction Manager and the Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Construction Documents. If mutual agreement is not reached, the Engineer shall incorporate such Constructability Review and/or Value Engineering Review comments into the Construction Documents as directed by the District. The Engineer shall submit revised Construction Documents to the District for acceptance. The Engineer shall revise Construction Documents as necessary to obtain the District's reasonable acceptance thereof.

Detailed Construction Cost Estimate. At such time as the Engineer achieves fifty percent (50%) completion of the Construction Documents, the Engineer shall prepare a detailed Construction Cost Estimate for the Work depicted in the fifty percent (50%) completed Construction Documents ("the 50% Estimate"). If the detailed 50% Estimate materially exceeds the Construction Budget for the Assigned Project, the Engineer shall revise the Construction Documents as necessary so that the 50% Estimate conforms with the Construction Budget for the Assigned Project. Revisions of the Construction Documents shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.

Approvals/Permitting of Construction Documents. The Engineer shall assist the District in obtaining all necessary approvals or permits for the Construction Documents for an Assigned Project from governmental and quasi-governmental agencies with jurisdiction over any portion of an Assigned

Project as necessary for the bidding and construction of the Assigned Project including without limitation, approvals by the Division of State Engineer ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Engineer shall revise Construction Documents as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over the Assigned Project, or portions thereof, to obtain their respective approval(s) or permit issuance.

Engineer Provision of Construction Documents. The Engineer shall provide the District with one (1) clear background, reproducible copy of the Drawings included in the final District accepted Construction Documents for bidding and construction purposes of each Assigned Project. Reproduction of these sets of Design Documents for an Assigned Project is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Engineer, in which case, the Engineer shall bear all costs of preparing revisions or corrections and reproduction of Construction Documents.

Basic Services; Bidding Phase.

Development of Bid Documents. In consultation with the District and the Construction Manager, the Engineer will advise and make recommendations to the District for bidding and award of the Construction Contract for an Assigned Project. Engineer will generally review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Engineer shall assist the District and the Construction Manager in preparation of information, documents and forms necessary or appropriate for bidding the Construction Contract for an Assigned Project ("Bid Documents").

Bidding Process. During the bidding for Construction Contract, Engineer will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to the Assigned Project; and (iii) where necessary or appropriate, the Engineer will prepare and assist the District in issuance of addenda to the Bid Documents for an Assigned Project. As requested by the District, the Engineer will assist the District in obtaining required governmental approval(s) for award of the Construction Contract.

Bid Costs Exceeding Project Construction Budget. If within one hundred fifty (150) days of the date of the DSA construction permit for an Assigned Project, the District receives Bid Proposals for the Assigned Project Construction Contract and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (i) approve of an increase in the Construction Budget for the Assigned Project; (ii) reject all Bid Proposals and authorize re-bidding of the Assigned Project; (iii) abandon or terminate the Assigned Project; or (iv) revise the scope, or reduce or eliminate portions of the Assigned Project so as to limit and reduce Construction Costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Assigned Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Assigned Project pursuant to (iv) above, the Engineer shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price for the Assigned Project. If the District re-bids the Assigned Project, for such subsequent re-bid(s), the Engineer shall perform the obligations set forth in Paragraphs 5.1 and 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price due the Engineer for the Assigned Project.

Pre-Construction. The Engineer shall complete the following as necessary for an Assigned Project:

Conformed Design Documents. Prepare Conformed Design Documents consisting of the Design Documents initially issued by or on behalf of the District for bidding as modified by Addenda or other changes thereto made during the Bidding Phase. The Engineer shall complete preparation of the Conformed Design Documents so that the Conformed Design Documents are delivered to the District sufficiently in advance of the anticipated/planned

commencement date of the Construction Phase of the Assigned Project to allow the District to reproduce Conformed Design Documents for distribution to the Contractor at or prior to commencement of the Construction Phase of an Assigned Project.

Project Inspector; Materials Tests/Inspections. As requested by the District, the Engineer shall assist in the District's selection and retention of a Project Inspector and/or materials test/inspection services for the Assigned Project.

DSA PR 13-01. The Engineer shall complete pre-construction activities required by DSA PR 13-01 for the Design Professional in Charge.

Contractor Meetings. Attend and participate in pre-construction meetings with the District, Construction Manager and Contractor.

Basic Services; Construction Phase.

Administration of Construction Contract. Engineer will provide assistance to the District in administration of the Construction Contract for the Assigned Project and construction of the Assigned Project. The scope of the Engineer's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein and in the Construction Contract. The Engineer's administration of the Construction Contract for an Assigned Project shall be in conjunction with the services and responsibilities of the Project Inspector, Construction Manager. The Engineer shall be a representative of the District and shall advise and consult with the District regarding construction of an Assigned Project until Final Payment under the Construction Contract for the Assigned Project is due and Final Completion of construction of an Assigned Project is certified by the Engineer and other Project participants including the Construction Manager and the Project Inspector for the Assigned Project. The Engineer shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Engineer's authority shall not be restricted, modified or extended without written agreement of the District and the Engineer along with consent by the Contractor and/or Construction Manager for the Assigned Project as necessary or appropriate. Engineer shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Assigned Project.

Site Observations. The Engineer shall attend weekly meetings at the Site and other meetings relating to the Assigned Project and shall visit the Assigned Project Site at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of completed construction and to generally determine if construction of the Assigned Project is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an Engineer, the Engineer shall: (i) keep the District informed of the progress and quality of the construction of the Assigned Project; and (ii) endeavor to guard the District against defects and deficiencies in the Assigned Project construction and the failure or refusal of the Contractor to construct the Assigned Project in accordance with the terms and intent of the Construction Contract and the Construction Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, if in the course of its Site observations, the Engineer fails to discover or report to the District any patently observable major defect or deficiency in construction of the Assigned Project which by exercise of due care should have been observed by the Engineer and reported to the District, the Engineer will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District. The foregoing shall not be deemed to obligate the

Engineer to observe or inspect concealed conditions, unless the nature of the visually apparent conditions are such that a prudent Engineer would conduct observations or inspections of related concealed conditions to confirm that there are no major defects or deficiencies in the concealed conditions. The provisions hereof shall not be construed as requiring the Engineer to make exhaustive or continuous Site observations to check on the quality or quantity of the Assigned Project construction. The Engineer shall have access to the Assigned Project wherever in preparation, fabrication or progress.

Contractor Applications for Payment.

Development of Payment Procedures. In consultation with the District and Construction Manager, the Engineer shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor for each Assigned Project.

Certification of Payment Due. Based on the Engineer's observations and evaluations and in conjunction with the observations and evaluations of the Construction Manager and the Project Inspector, the Engineer shall certify the amount due the Contractor on each Application for Progress Payment. Such certification shall be the Engineer's representation to the District that based upon the Engineer's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Engineer's representation to the District that the Contractor is entitled to the amount certified.

Limitations Upon Engineer's Certification. The Engineer's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment shall not be deemed a representation that the Engineer has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Engineer hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

Final Payment. In conjunction with the Construction Manager and the Project Inspector, the Engineer shall review, evaluate and certify for payment the Contractor's Application for Final Payment.

Timely Action by Engineer. Upon receipt of any of the Contractor's Applications for Progress Payment and the Application for Final Payment, the Engineer shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorneys' fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Engineer fails to take timely action pursuant to the preceding, the Engineer shall be liable to the District for all costs, demands, liabilities or losses arising out of or related to such failure to timely take action.

Rejection of Work. The Engineer shall have the authority, after notification to the District and Construction Manager, to reject Work of an Assigned Project which does not conform with the

requirements of the Construction Contract. Whenever the Engineer considers it necessary or appropriate for implementation of the Intent of the Construction Contract upon notice to the District and Construction Manager, and authorization by the District, the Engineer may require additional inspection or testing of materials/equipment from an Assigned Project in accordance with the provisions of the Construction Contract, whether such materials/equipment are prepared, fabricated, installed or constructed. This authority of the Engineer, or the Engineer's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Engineer to the District, the Contractor or any others constructing any portion of the Assigned Project to exercise or not to exercise such authority.

DSA.

Project Inspector. The Engineer shall consult with and cooperate with the Project Inspector in discharge of the Project Inspector's duties to observe construction of the Assigned Project. Where the Project Inspector notes defective or deficient construction, the Engineer shall: (i) assist in development of solutions to such conditions; and (ii) assist the Project Inspector in oversight of corrective measures.

Materials Tests/Inspections. The Engineer shall assist in scheduling and coordination of materials tests/inspections and observe such tests/inspections as required or appropriate. The Engineer shall review materials test/inspection reports, data and similar materials ("Test Reports") for confirmation of compliance with requirement of the Construction Contract; the Engineer shall advise the District, Construction Manager and Project Inspector of necessary remedial or corrective measures if Test Reports do not comply with Construction Contract requirements.

Reports; Communications. The Engineer shall file DSA Reports as required by the Laws. The Engineer shall communicate with DSA regarding the Project on behalf of the District; the Engineer shall keep the District informed of Engineer/DSA communications relating to the Assigned Project.

Submittals.

Submittal Procedures. In consultation with the District and the Construction Manager, the Engineer shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor's Submittals required for an Assigned Project.

Submittal Review. The Engineer shall review, and take appropriate action upon Submittals for the purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Engineer's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Engineer's professional judgment to permit adequate review. If a Submittal Schedule or time frames for completion of the Engineer's review and evaluation of Submittals are developed and established pursuant to the Construction Contract with the participation and concurrence of the Engineer, Engineer's actions hereunder shall conform with such Submittal Schedule or time frames; Engineer shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance with such Submittal Schedule. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.

Limitations Upon Submittal Review. The Engineer's review of Submittals is not for the purpose of

determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor in accordance with the Construction Contract. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Engineer, construction means, methods, sequences or procedures.

Changes.

Changes Procedures and Processing. In consultation with the District and the Construction Manager, the Engineer shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of an Assigned Project.

Evaluation of Changes; Change Orders. The Engineer shall assist the District and the Construction Manager in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Engineer shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.

Authority to Direct Minor Changes. The Engineer may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Engineer and copied to the District and the Construction Manager for an Assigned Project.

Interpretations.

Procedures for Handling Contractor's Requests. In conjunction with the District and the Construction Manager, the Engineer shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents.

Engineer's Interpretation. The Engineer shall interpret and decide matters concerning the performance of the District, Construction Manager or the Contractor on written request of the District, Construction Manager or the Contractor. The Engineer shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Engineer's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

Effect of Engineer's Decisions. The Engineer's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Engineer shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the Engineer's discharge of due care. The Engineer's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

Contractor Claims. The Engineer shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under or relating to the Construction Contract, including the execution or progress of Work thereunder. The Engineer's decisions shall be in accordance with any applicable time limits set forth in the

Construction Contract; if no time limits are set forth, the Engineer shall render decisions within a reasonable time.

Records and Reports. The Engineer shall maintain current, accurate and complete records relating to the construction of the Assigned Project, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests and similar records for an Assigned Project. The Engineer shall timely prepare and submit all reports regarding the Assigned Project construction required by applicable law, rule or regulation.

Limitations Upon Engineer's Construction Phase Services. Engineer's services during the Construction Phase shall not be deemed Engineer's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Engineer shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

Basic Services; Post Construction Phase.

Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Project Inspector and the Construction Manager, the Engineer shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Engineer shall determine and certify the date of Substantial Completion of the Assigned Project, or portions thereof.

Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Inspector, the Construction Manager and the Contractor, the Engineer shall note the discovered conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform with the requirements of the Construction Contract ("the Punchlist"). The Engineer shall, in conjunction with the District, the Project Inspector, the Construction Manager, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached establishing the time for the Contractor's completion of the Punchlist, the Engineer shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist. The Engineer shall thereafter periodically review the Contractor's performance and completion of the Punchlist.

Final Completion. In conjunction with the District and upon request of the Contractor, the Engineer shall inspect the Work of an Assigned Project to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punchlist prepared at Substantial Completion. The Engineer shall determine and certify the date of Final Completion of an Assigned Project or portions thereof.

Close-Out Documents.

Assembly/Transmittal of Close-Out Documents. If the District does not retain a Construction Manager for an Assigned Project, the Engineer for such an Assigned Project shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-Built Drawings, Operations and Maintenance manuals, key schedules and warranties. If the District retains a Construction Manager for an Assigned Project, the Engineer shall review the close-out materials assembled by the Contractor and delivered to the Construction Manager for conformity to the Close-Out requirements for an Assigned Project. If the Contractor fails to fully comply with its close-out obligations, the Engineer shall make recommendations to the District and Construction Manager for implementation of measures to secure the Contractor's compliance; as requested by the District, the Engineer shall take action to enforce or implement measures to secure the Contractor's compliance with close-out obligations.

DSA Certification. The Engineer shall assist the District in preparation and submittal of such documentation as required by DSA for DSA Certification of the Assigned Project. The Engineer shall advise and assist the District in completing remedial/corrective measures required for issuance of DSA Certification.

As-Built Drawings. The District shall require each Contractor for an Assigned Project to provide the District with As-Built Record Drawings indicating the location and size of all concealed, underground or imbedded construction not covered in the original Drawings, Change Orders, Supplemental Drawings or Shop Drawings. The Contractor shall be required to record such work on reproducible drawings furnished to the Contractor by the District. The Contractor's As-Built Record Drawings shall be delivered by the Contractor to the Engineer for the Engineer's review and delivery to the District. The Engineer's review of the Contractor's As-Built Record Drawings shall be for the limited purpose of generally determining that the Contractor has complied with its obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor.

Additional Services.

Additional Services; General. The services described in this Paragraph 8 are not included in the scope of Engineer's Basic Services for the Project. The District may, by written instrument, may direct or authorize the Engineer to complete the following or other Additional Services relating to the Project. The Engineer shall not complete any Additional Services without express prior direction or authorization of the District; no payment will be made by the District for any Additional Services completed without the Engineer's prior direction or authorization.

Additional Services Compensation. If the District authorizes or directs the Engineer to complete Additional Services and such Additional Services are not necessary as a result (in whole or in part) of deficiencies in the Design Documents for the Project or fault/neglect of the Engineer, the Engineer will be compensated for such District-requested Additional Services as set forth in this Agreement. If any Additional Services are the result of deficiencies in the Design Documents for the Project and/or fault/neglect of the Engineer, no compensation is due from the District to the Engineer for completing such Additional Services.

Additional Services. Without limiting any Additional Service the District may authorize or direct the Engineer to complete Additional Services which may include the following:

Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for an Assigned Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Work of the Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.

District/Contractor Default. Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Engineer in its Site observations under Paragraph 6.2 hereof.

Design Documents Changes. Except as provided in Paragraph 6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of an Assigned Project.

Contractor Substitutions. Providing services in connection with the evaluation(s) or request(s) by

the Contractor for as Assigned Project to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents and making subsequent revisions to the Design Documents and other documentation resulting therefrom.

Damaged Work. Providing consultation or other services in connection with repairs, replacements or corrections of the Work of an Assigned Project damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Engineer or its employees, agents or representatives have caused or contributed to such damage or destruction to an Assigned Project.

Excessive Contractor Claims. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by a Contractor, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through Engineer hereunder.

Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of as Assigned Project, except where Engineer is a party thereto, is called as a percipient witness (in which case Engineer shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.

Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of as Assigned Project.

Existing Conditions. Services to investigate existing conditions or facilities not included within the scope of an Assigned Project or to provide measured drawings thereof.

Furniture, Furnishings, Equipment. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Construction Contracts.

Financial/Special Studies. Providing financial feasibility or other special study in connection with an Assigned Project.

Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services for as Assigned Project.

Verification of District Provided Information. Providing services to verify the accuracy of drawings or other information provided by the District relating to existing conditions affecting as Assigned Project.

Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of as Assigned Project or the components thereof to the District.

Additional Design Consultants. Providing services of Design Consultants for design disciplines not included in the Basic Services for an Assigned Project.

District Responsibilities.

Information. The District shall provide full information regarding the Assigned Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Assigned Project. Except as set forth herein, the Engineer shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District. The foregoing notwithstanding, if any information provided by the District to the Engineer consists of information relating to existing "as built" conditions of improvements on or about the Site of an Assigned Project, the Engineer shall be entitled to rely upon information in concealed or covered conditions, but the Engineer shall independently verify the accuracy and completeness of

information of existing "as built" conditions which are visually apparent without opening or uncovering any existing improvements. If in such independent verification, the Engineer encounters conditions different than noted in the District provided information, the Engineer shall notify the District, and the Construction Manager in writing of such encountered discrepancies.

District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Engineer's services hereunder.

District Consultants. The District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for an Assigned Project.

Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of an Assigned Project as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.

District Notice of Non-Conformity. The District will give prompt written notice to the Engineer if the District becomes aware of any fault, failure or neglect of Engineer or the services provided by Engineer hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Engineer. Upon receipt of such notice, a material obligation of the Engineer under this Agreement is its prompt action to fully remedy the fault, neglect or failure identified by the District in the District's written notice.

Insurance and Indemnity.

Engineer Insurance. At all times while providing or performing services under this Agreement, the Engineer shall obtain and maintain the policies of insurance described in this Paragraph 10. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Engineer while providing or performing services in connection with an Assigned Project shall be as set forth in this Agreement, subject to modifications set forth in the PAA for the Assigned Project.

Workers Compensation and Employers Liability Insurance. Engineer 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. Engineer shall 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 Engineer. The Employer's Liability Insurance required of Engineer hereunder may be obtained by Engineer as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Engineer hereunder.

Commercial General Liability and Property Insurance. Engineer shall purchase and maintain Commercial General Liability and Property Insurance as will protect Engineer from the types of claims set forth below which may arise out of or result from Engineer's services under this Agreement and for which Engineer may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Engineer's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work 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 damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Engineer's obligations under this Agreement. District shall be an additional insured to Engineer's commercial general liability insurance policy.

Automobile Liability Insurance. Engineer shall purchase and maintain Automobile Liability insurance covering losses for bodily injury, property damage and personal injury, with a combined single limit of not less than One Million Dollars (\$1,000,000) for all owned, non-owned, and hired motor vehicles.

Professional Liability Insurance. Engineer will procure and maintain professional liability insurance covering liabilities of the Engineer arising out of the performance of services under this Agreement.

Coverage Amounts. Insurance to be procured and maintained by Engineer hereunder shall be in the coverage amounts set forth in the Agreement.

Policy Endorsements; Evidence of Insurance. Engineer shall deliver Certificates of Insurance to the District evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) 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 or canceled without at least thirty (30) days advance written notice to the District.

Engineer's Insurance Minimum Coverage Limits. Minimum coverage limits for policies of insurance to be obtained and maintained by the Engineer are:

Required Insurance Policy	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
General Liability (including property damage)	One Million Dollars (\$1,000,000) per Occurrence Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim

Modifications to Minimum Coverage Limits. The foregoing notwithstanding, the minimum coverage limits required for an Assigned Project may be modified as set forth in the PAA for an Assigned Project.

Policy Endorsements; Evidence of Insurance. Engineer 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 insurer(s) 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 or canceled without at least thirty (30) days advance written notice to the District. A separate endorsement specifically naming the District as additional insured shall also be provided.

Indemnity.

Engineer Indemnity. To the fullest extent permitted by law, the Engineer shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, Board Members, agents and representatives (collectively "the Indemnified Parties") from any and

all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Engineer's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) 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 of Engineer or the employees, agents and representatives of the Engineer in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

District Indemnity of Engineer. The District shall indemnify and hold harmless Engineer from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by a policy of Builder's Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

Engineer Compensation

Contract Price. For each Assigned Project, the District will pay the Contract Price set forth in the PAA for the Assigned Project.

Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price. Unless otherwise expressly provided in the PAA for an Assigned Project, the Contract Price for an Assigned Project includes the Engineer's fee, personnel expense of the Engineer, inclusive of all benefits and burdens, travel for the personnel of the Engineer to and from their respective offices and the District as well as travel within the **counties of Los Angeles, Orange, Riverside, San Bernardino, Ventura and Kern**, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project.

Reconciliation of Contract Price Computed by Percentage of Construction Costs. (This provision only applies to non-Fixed-Fee Assigned Projects). As soon as is practical after the District's award of the Construction Contract(s) for an Assigned Project, the District and the Architect shall review payments of the Assigned Project Contract Price made prior thereto based upon the Assigned Project Construction Budget. Based upon the actual Construction Cost, payments of the Assigned Project Contract Price made prior thereto will be reconciled by applying the percentage allocated to each Phase. If it is determined that the payments of the Assigned Project Contract Price made prior thereto exceed the cumulative amount due, the overpaid amount shall be credited against the Architect's billings until the entire credit balance is exhausted. If it is determined that payments of the Assigned Project Contract Price made prior thereto are less than the amount due, payment of the underpaid amount will be made by the District within thirty (30) days of the completion of such reconciliation. At completion of the Construction Phase for an Assigned Project, the District and Architect shall perform a subsequent reconciliation consistent with this Article.

Construction Phase Changes; Adjustment of Contract Price. The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for the Assigned Project. If services of the Engineer are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted by an amount equal to the lesser of: (i) eight percent (8%) of the Construction Costs of a Change; or (ii) the time reasonably

necessary for personnel of the Engineer to complete modifications to the Design Documents to incorporate such a Change, multiplied by the applicable hourly rate for such personnel. If a Change during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services, services required of the Engineer in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project.

Reimbursable Expenses. The Contract Price for Engineer's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Engineer to perform the Basic Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the office of the Engineer to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.

Additional Services. If the District authorizes or directs the Engineer to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Engineer shall be compensated for its personnel providing such Additional Services in accordance with the hourly personnel rate schedule attached to the PAA for the Assigned Project ("the Rate Schedule").

District Payments.

Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.

Engineer Billings to District. During the course of providing Basic Services for an Assigned Project, Engineer shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Engineer's billings shall be in such form and format as may be reasonably requested by District.

District Payments to Engineer. Within thirty (30) days of receipt of Engineer's billing invoices, District will make payment to Engineer of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services for an Assigned Project. No deductions shall be made or withheld from payments due Engineer hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Engineer hereunder if Engineer shall fail 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 Engineer has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Engineer under any billing invoice rendered by Engineer under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Engineer an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

Term; Time.

Term. The initial term of this Agreement shall commence upon the District and the Engineer each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Education ("the Initial Term"). The Term shall expire sixty (60) months after the date of ratification of this Agreement by the District's Board of Education. Notwithstanding expiration of the Term, if at such time, there are remaining

Basic Services or authorized Additional Services to be performed by the Engineer in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the Engineer shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.

Time. All of the Basic Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Engineer in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the Engineer, the Engineer's performance and completion of Basic Services shall be in accordance with such schedule. The Engineer shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Engineer to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Engineer's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Engineer.

Termination; Suspension.

Termination for Default. Either the District or Engineer may terminate this Agreement or a PAA 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 or in connection with a PAA 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 default(s) 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 Engineer if: (a) Engineer becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Engineer 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 Engineer or any of Engineer's property on account of Engineer's insolvency; or (b) if Engineer disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Engineer, if any, shall be based upon Basic Services and authorized Additional Services for each Assigned Project as of the date of termination provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price due for such Assigned Projects and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Engineer, if any, shall be made by District only after completion of the Post-Construction Phase of all pending Assigned Projects as of the date of termination. Engineer 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 Engineer's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Engineer hereunder for Basic Services or authorized Additional Services.

District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of an Assigned Project or the Engineer's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Engineer's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Engineer's default or the acts or omissions of Engineer, upon rescission of such suspension,

the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Engineer, if any, as a direct result of the suspension and resumption of Assigned Project construction or Engineer's services under a PAA.

District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Engineer terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Engineer. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Engineer or such other time as the District and Engineer may mutually agree upon. In such event, the District shall make payment of the Contract Price to Engineer for services provided through the date of termination plus actual costs incurred by Engineer directly attributable to such termination.

Engineer Suspension of Services. If the District shall fail to make payment of the Contract Price for an Assigned Project when due Engineer hereunder, Engineer may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Engineer shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.

Engineer Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 13.1 or Paragraph 13.3 of this Agreement, the Engineer shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Engineer shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Engineer under this Agreement. The Engineer shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Engineer may, at its sole cost and expense, make reproductions of the originals delivered to the District.

Miscellaneous.

Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Engineer.

Marginal Headings; Captions. The titles of the various 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 Engineer and District hereunder.

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.

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 District or Engineer hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Engineer and the District. Neither Engineer nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such

consent.

Authority. The individual(s) executing this Agreement on behalf of Engineer warrant and represent that she/he is authorized to execute this Agreement and bind Engineer 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 Education, to bind District to all terms hereof and authority granted to enter into this Agreement.

Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Attention: Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to Engineer:

Attention: Kevin Peterson, CEO
P2S, Inc.
5000 E. Spring Street, Suite 800
Long Beach, CA 90815

Disputes.

Continuation of Engineer Services. Notwithstanding any disputes between District and Engineer under this Agreement, a PAA for an Assigned Project or in connection with an Assigned Project, Engineer and District shall each continue to perform their respective obligations hereunder and the applicable PAA; including the obligation of the Engineer to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

Mandatory Mediation. All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Engineer commencing arbitration proceedings pursuant to the following Paragraph. Mediation shall be conducted at the JAMS regional office situated closest to the Site.

JAMS Binding Arbitration. All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project which are not fully resolved by the mandatory mediation proceedings shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

1.1.1.1. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the

Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

- 1.1.1.2. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 1.1.1.3. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Engineer only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Engineer hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 1.1.1.4. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 1.1.1.5. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Engineer has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.
- 1.1.1.6. Engineer Compliance with Government Code §900 et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement or any PAA issued hereunder, shall be deemed to waive, limit or modify any requirements under

Government Code §900 et seq. relating to the Engineer's submission of claims to the District. The Engineer's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder is an express condition precedent to the Engineer's initiation of any other dispute resolution procedure or proceeding.

Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under this Agreement, or a PAA, the damages, if any, recoverable by the Engineer shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Engineer expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Agreement or a PAA; the Engineer expressly waives and relinquishes any recovery of special or consequential damages from the District.

Confidentiality. Unless disclosure is required by applicable law or valid court order, the Engineer shall maintain the confidentiality of all information provided by or through the District to the Engineer and shall not disclose or otherwise disseminate any information conveyed by or through the District to the Engineer relating to this Agreement or an Assigned Project.

Definitions.

Construction Contract. The Contract for Construction awarded by the District to the Contractor for the construction of the Project. If an Assigned Project is constructed by a general contractor under contract to the District, references to the Construction Contract in this Agreement and the PAA shall be deemed references to such general contractor's contract with the District for the Assigned Project. If an Assigned Project is constructed by multiple trade contractors, each under contract to the District, references to the Construction Contract in this Agreement and the PAA for such an Assigned Project shall be such contracts individually or collectively as required by context in which such term is used.

Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.

Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Engineer for an Assigned Project or any portion thereof.

Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work of an Assigned Project.

Site. The physical area for construction and related activities of an Assigned Project.

Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.

Work. All of the construction and other services required by the terms of the Construction

Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Project.

Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Engineer. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated for construction of the Assigned Project as modified from time-to-time.

Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Engineer of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of the Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Assigned Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.

Construction Manager. The Construction Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, other services and/or work product in connection with the design and/or construction of an Assigned Project. Services, functions and responsibilities of the Construction Manager shall be provided in conjunction with and complementary to the Engineer's services and work product under this Agreement. If the District has not retained or designated a Construction Manager as of the issuance of a PAA for an Assigned Project, without adjustment of the Contract Price for any Assigned Project, the District reserves the right to subsequently retain a Construction Manager to provide services and/or work product for the Assigned Project as generally described herein.

Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.

PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Engineer which establishes the specific terms and conditions for the Engineer's performance and provision of Engineering and related services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Engineer, the Engineer shall have no right to provide Engineering services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Engineer.

Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on the behalf of the Engineer of the anticipated costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of an Assigned Project in accordance with the Design Documents for the Assigned Project. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for the Work of the Assigned Project and Changes in the Work during construction of the Assigned Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction

Budget, if any.

Use and Ownership of Design Documents.

Ownership. Subject to the provisions hereof, all Drawings, Specifications, estimates, Instruments of Service and other tangible items ("Project Documents") prepared by or through the Engineer for an Assigned Project shall be and remain the property of the District. The Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2002 files (or similar computer-aided drafting of design formats), or other types of computerized data. The District specifically maintains ownership of the design of each Assigned Project and the design of any buildings or other improvements which are a part thereof, notwithstanding creation/preparation of such design by or through the Engineer, and such design may not be re-used by the Engineer or its employees without the specific prior written consent of the District which may be granted, denied or conditioned in the sole exclusive discretion of the District. Subject to the District's ownership of tangible Project Documents, the copyright and other intellectual property rights in all Project Documents shall remain with the Engineer.

Right to Use. The Engineer grants to the District a perpetual license to use and/or reuse all or any part of the Project Documents at the District's sole discretion with no additional compensation to the Engineer for the purposes of: (i) construction of all or part of an Assigned Project; (ii) the repair, renovation, modernization, replacement, reconstruction or expansion of an Assigned Project; or (iii) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Engineer in the event any of the Project Documents are used for such purposes. The District shall be authorized to use or reuse the Project Documents for these purposes without liability to the Engineer or third parties with respect to the condition of an Assigned Project Documents, and the use or reuse of the Project Documents for these purposes shall be not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Engineer; provided, however, that any use or reuse by the District of the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared without employing the services of the Engineer shall be at the District's own risk. If the District uses or reuses the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared for, the District shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless the Engineer from claims arising out of the use or re-use of the Project Documents on such other project.

District License to Use Project Documents. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein.

Engineer Right to Grant License. The Engineer represents and warrants that the Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents prepared by or through the Engineer under this Agreement.

Entire Agreement. This Agreement, the RFQ, RFQ Response and the form of PAA attached hereto as Exhibit A are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and Engineer concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. The foregoing notwithstanding, in the event of conflict or inconsistency between the terms of this Agreement or the RFP and the RFP Response, this Agreement or the RFP, as applicable, shall control and govern. No term or condition of this Agreement shall be modified or

SIMI VALLEY UNIFIED SCHOOL DISTRICT

amended except by writing executed by the District and Engineer.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent
Business & Facilities

"Engineer"
P2S, Inc.

By: _____
Kevin Peterson

Title: CEO

**PROJECT ASSIGNMENT AMENDMENT
AGREEMENT A19.267
Antenna Grounding Review for 2-Way Radio Project Roof-Mounted Antennas
at Five SVUSD Campuses**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and P2S, Inc. ("Engineer") as of January 4, 2019.

Whereas, the District entered into a written Agreement entitled Agreement A19.266 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Engineer for completion of design professional services.

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

1. Assigned Project Description. The Assigned Project is described as follows: **Analyze proposed grounding of roof-mounted 2-way radio antennas for safety & code compliance at five SVUSD campuses per the attached Proposal from Engineer dated January 4, 2019.**
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not applicable to this agreement.
3. Assigned Project Basic Services. The Basic Services for this Assigned Project are:
Review of NEC requirements and industry standards for grounding of roof-mounted 2-way radio antennas.
Review grounding plans proposed by the 2-way radio contractor and provide comments and recommendations for safety and code compliance.
Perform any other electrical engineering analysis as required for safety and code compliance of grounding for new roof-mounted antennas.
4. Assigned Project Schedule. The Engineer's completion of Basic Services for the Assigned Project shall be within 30 calendar days following execution of this agreement.
5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is a **lump sum amount of Three Thousand Dollars (\$3,000.00).**
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.

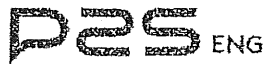
The District and Engineer have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Ron Todo, Associate Superintendent
Business & Facilities

"Engineer"
P2S, Inc.

By: _____
Kevin Peterson, CEO



January 4, 2019

Simi Valley USD
Jim McGregor
Bond Project
Coordinator
101 W Cochran St
Simi Valley, CA 93065

SUBJECT: Engineering Service Proposal for Antenna Grounding Peer Review Study for 5 campuses at Simi Valley School District.

Dear Jim,

We are pleased to provide our following proposal that outlines our understanding of the project, scope of services, conditions/assumptions, deliverables, schedule and proposed fee. This is based on the phone call we had on January 3, 2019 and your email on the same date providing drawings from Applied Technology.

STATEMENT OF UNDERSTANDING

Simi Valley School District would like electrical engineering expertise to review the grounding system for (5) radio repeater antennas for code compliance and safety.

Our scope will include reviewing the National Electrical Code and industry standards for antenna grounding. We will compare this review with the schematic drawings by Applied Technology and provide comments and recommendations to ensure the grounding is compliant.

SCOPE OF SERVICES

Peer Review

1. Review NEC and industry standards for antenna grounding.
2. Review Applied Technology antenna grounding plans.
3. Provide mark up of Applied Technology drawings and report of comments/recommendations of grounding system.

CONDITIONS/ASSUMPTIONS

- Design drawings will not be provided as a part of the scope of work.

DELIVERABLES

Peer Review

- Mark up of Applied Technology drawings.
- Report with comments and recommendations for grounding system.

SCHEDULE

Peer Review

- P2S will require 1 week to provide completed study after receiving notice to proceed on study.

P2S Inc.

5000 E Spring Street, Ste 800
Long Beach, CA 90815

562.497.2999

P2SINC.COM

Engineering Services Proposal to:
Jim McGregor, Simi Valley USD
January 4, 2019

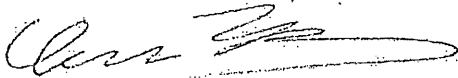
FEE

We propose to undertake the project defined in this proposal for a fixed fee of **THREE THOUSAND DOLLARS (\$3,000)**.

Fees will be billed monthly based on project completion.

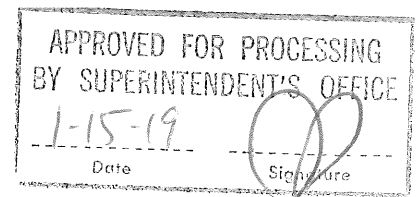
We look forward to working with you on completing this project successfully. Should you have any questions or need clarifications, please contact us.

Sincerely,



Charlie Musser, PE, LEED AP, LC
Project Manager

19-0007 SIMI VALLEY USD ANTENNA GROUNDING PROPOSAL
SCM/scm



TITLE: APPROVAL OF CHANGE ORDER NO. 1, ROYAL HIGH SCHOOL SHADE STRUCTURES, BID NO. 18B6BX289

Business & Facilities
Consent #13

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On February 20, 2018, the Board of Education authorized the award of Bid No. 18B6BX289 to Ardalan Construction Company, Inc. in the amount of \$1,484,000.00 for shade structures improvements at Royal High School.

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

Fiscal Analysis

Change Order No. 1 represents a decrease to the original contract by -\$32,249.12 or -2.17%. The revised contract amount including Change Order No. 1 will be \$1,451,750.88.

This project is funded by Measure X Funds.

Recommendation:

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

On a motion # 87 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, Change Order No.1 for Royal High School Shade Structures Improvements, Bid No. 18B6BX289.

Ayes: Blough White Jubran Smith DeBelle Noes: 0 Absent: 0 Abstain: 0

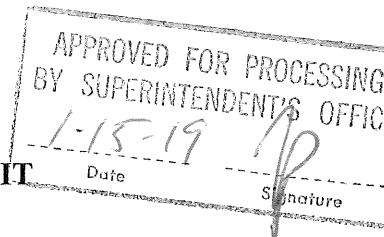
ROYAL HIGH SCHOOL SHADE STRUCTURES, BID # 18B6BX289
Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused allowance	\$ (2,249.12)	District requested
	Credit for unused Alternate 1	\$ (30,000.00)	
TOTAL OF CHANGE ORDER NO. 1		\$ (32,249.12)	

Business & Facilities, Consent #13

The original contract sum was:.....	\$ 1,484,000.00
Change by previously authorized Change Order(s).....	\$ -
The contract sum prior to this change.....	\$ 1,484,000.00
The contract sum will be increased by this Change Order by.....	\$ (32,249.12) -2.17%
The new contract sum including this Change Order will be.....	\$ 1,451,750.88
The contract days will be increased by.....	No days
The date of completion as of the date of this Change Order therefore is.....	8/12/2018

EXHIBIT "A"



TITLE: **RECEIVE MEASURE X BOND PERFORMANCE AUDIT**

Business and Facilities
Information #3

January 15, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background

The Measure X Bond was passed by the citizens of Simi Valley on November 8, 2016. A requirement of the passing of the bond on a 55% vote is that a performance audit be conducted on an annual basis. Senate Bill 581 requires concurrent submission of the performance audit to both the Board of Education and the Independent Citizens' Oversight Committee.

Article 13A of the California Constitution, Section 1(b)(3)(c) states "A requirement that the school district board, community college board, or county office of education conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed."

The auditor's stated objectives were to:

- Document the expenditures charged to the 2016 General Obligation Measure X Bond Fund.
- Determine whether expenditures charged to the 2016 General Obligation Measure X Bond Fund have been made in accordance with the bond project list approved by the voters.
- Determine compliance with California Education Code related to oversight of bond expenditures.
- Note any incongruities, system weaknesses, or non-compliance with California Education Code related to bond oversight and provide recommendations for improvement.
- Provide the Board of Education and the Independent Citizens' Oversight Committee with a performance audit as required under the California Constitution and Proposition 39.

The performance audit reflects expenditures and transfers for the 2017/18 fiscal year. The conclusion portion of the audit indicates that, in all significant respects, the Simi Valley Unified School District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures were made on authorized bond projects.

Recommendation

This presentation is for information only.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BUILDING FUND (MEASURE X)
FINANCIAL AND PERFORMANCE AUDITS**

JUNE 30, 2018

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BUILDING FUND (MEASURE X)
FINANCIAL AUDIT**

JUNE 30, 2018

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**FINANCIAL AUDIT
TABLE OF CONTENTS
JUNE 30, 2018**

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FINANCIAL SECTION



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

VALUE THE *difference*

INDEPENDENT AUDITOR'S REPORT

Governing Board and
Citizens Oversight Committee
Simi Valley Unified School District
Simi Valley, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Simi Valley Unified School District's (the District) Building Fund (Measure X), as of and for the year ended June 30, 2018, and the related notes to the financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to previously present fairly, in all material respects, the financial position of the Building Fund (Measure X) of the Simi Valley Unified School District at June 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure X, and are not intended to present fairly the financial position and changes in financial position of Simi Valley Unified School District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Simi Valley Unified School District's basic financial statements. The accompanying supplementary information as listed on the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2018, on our consideration of the District Building Fund (Measure X) internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's Building Fund (Measure X) internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Building Fund (Measure X) internal control over financial reporting and compliance.

Vavrinek, Trine, Day & Co., LLP

Rancho Cucamonga, California
December 12, 2018

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING (MEASURE X)**

**BALANCE SHEET
JUNE 30, 2018**

ASSETS

Deposits and investments	\$ 55,480,932
Accounts receivable	<u>358,303</u>
Total Assets	<u><u>\$ 55,839,235</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:

Accounts payable	<u>\$ 4,271,155</u>
------------------	---------------------

Fund Balance:

Restricted for capital projects fund	<u>51,568,080</u>
Total Liabilities and Fund Balance	<u><u>\$ 55,839,235</u></u>

The accompanying notes are an integral part of these financial statements.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2018**

REVENUES

Interest income	\$ 806,565
-----------------	------------

EXPENDITURES

Current

Salaries and benefits	908,397
-----------------------	---------

Services and other operating expenditures

Travel and conferences	5,335
------------------------	-------

Direct costs for interfund services	5,906
-------------------------------------	-------

Professional/Consulting services and operating expenditures	5,489
---	-------

Capital outlay

Sites and improvement of sites	141,386
--------------------------------	---------

Land improvements	7,177,310
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Building and improvements to buildings	7,375,994
--	-----------

Equipment	2,220,752
-----------	-----------

Total Expenditures

<u>17,840,569</u>

NET CHANGE IN FUND BALANCE

(17,034,004)

FUND BALANCE - BEGINNING

<u>68,602,084</u>

FUND BALANCE - ENDING

<u><u>\$ 51,568,080</u></u>

The accompanying notes are an integral part of these financial statements.

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Simi Valley Unified School District's (the District) Building Fund (Measure X) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The Simi Valley Unified School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

Financial Reporting Entity

The financial statements include only the Building Fund of the Simi Valley Unified School District used to account for Measure X projects. This Fund was established to account for the expenditures of general obligation bonds issued under the General Obligation Bonds, Election of 2016. These financial statements are not intended to present fairly the financial position and results of operations of the Simi Valley Unified School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Building Fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The Building Fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances lapse at June 30.

Fund Balance - Building Fund (Measure X)

As of June 30, 2018, the fund balance is classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - INVESTMENTS

Policies and Practices

The District is authorized under *California Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fairly value provided by the Ventura County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

	Reported Amount
Deposits with County Treasurer	<u>\$ 55,480,932</u>

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Ventura County Investment Pool.

Specific Identification

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investment by maturity:

<u>Investment Type</u>	<u>Reported Amount</u>	<u>Weighted Average to Maturity in Days</u>
Ventura County Treasury Investment Pool	<u>\$ 55,480,932</u>	<u>148</u>

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by the California Government Code, the District's investment policy, or debt agreements, and the actual rating as of the year end for each investment type.

<u>Investment Type</u>	<u>Minimum Legal Rating</u>	<u>Standard & Poor's Rating June 30, 2018</u>	<u>Reported Amount</u>
Ventura County Treasury Investment Pool	Not Required	AAAf/S1+	<u>\$ 55,480,932</u>

NOTE 3 - FAIR VALUE MEASUREMENTS

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements are as follows at June 30, 2018:

<u>Investment Type</u>	<u>Reported Amount</u>	<u>Uncategorized</u>
Ventura County Treasury Investment Pool	<u>\$ 55,480,932</u>	<u>\$ 55,480,932</u>

NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2018, consisted of the following:

Interest	<u>\$ 358,303</u>
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NOTE 5 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2018, consisted of the following:

Capital outlay	<u>\$ 4,271,155</u>
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**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 - FUND BALANCE

The fund balance at June 30, 2018, consisted of the following:

Restricted	
Capital projects	<u>\$ 51,568,080</u>

NOTE 7 - COMMITMENTS AND CONTINGENCIES

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2018.

SUPPLEMENTARY INFORMATION

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SCHEDULE OF LONG-TERM OBLIGATIONS
JUNE 30, 2018**

Summary

The changes in the District Building Fund (Measure X) long-term obligations during the year consisted of the following:

	Balance July 1, 2017	Additions	Deductions	Balance June 30, 2018	Due in One Year
General Obligation Bonds					
2016 Series A (2017)	<u>\$ 70,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 70,000,000</u>	<u>\$ 7,100,000</u>

General Obligation Bonds

The general obligation bonded debt is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds Outstanding July 1, 2017	Additions	Redeemed and Refunded	Bonds Outstanding June 30, 2018
June 29, 2017	2047	2.00-5.00%	<u>\$ 70,000,000</u>	<u>\$ 70,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 70,000,000</u>

Debt Service Requirements to Maturity

The bonds mature through 2047 as follows:

Year Ending June 30,	Principal	Current Interest to Maturity	Total
2019	\$ 7,100,000	\$ 2,607,988	\$ 9,707,988
2020	4,570,000	2,468,438	7,038,438
2021	-	2,399,888	2,399,888
2022	-	2,399,888	2,399,888
2023	-	2,399,888	2,399,888
2024-2028	735,000	11,981,063	12,716,063
2029-2033	6,170,000	11,241,956	17,411,956
2034-2038	11,230,000	9,630,981	20,860,981
2039-2043	18,535,000	6,393,919	24,928,919
2044-2047	21,660,000	1,818,400	23,478,400
Total	<u>\$ 70,000,000</u>	<u>\$ 53,342,409</u>	<u>\$ 123,342,409</u>

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SCHEDULE OF LONG-TERM OBLIGATIONS
JUNE 30, 2018**

General Obligation Bonds, Election 2016, Series A

In June 2017, the District issued \$70,000,000 principal amount of the 2016 General Obligation Bonds, Series A. The 2016 General Obligation Bonds, Series A were issued as current interest bonds. The bonds mature through August 2046, with interest rates from 2.00 to 5.00 percent. Proceeds from the sale of the bonds were used to modernize and upgrade outdated school facilities and pay costs of issuance of the refunding bonds. At June 30, 2018, the principal outstanding balance was \$70,000,000 and unamortized premiums of \$4,923,421.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED
FINANCIAL STATEMENTS
JUNE 30, 2018**

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2018.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTE TO SUPPLEMENTARY INFORMATION
JUNE 30, 2018**

NOTE 1 - PURPOSE OF SCHEDULES

Schedule of Long-Term Obligations

This schedule provides a debt repayment schedule associated with the bond proceeds received through issuance of Building Fund (Measure X) obligations.

Reconciliation of Annual Financial Report With Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of the Building Fund (Measure X) reported on the Unaudited Actual Financial Report to the audited financial statements.

INDEPENDENT AUDITOR'S REPORT



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Governing Board and
Citizens Oversight Committee
Simi Valley Unified School District
Simi Valley, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Simi Valley Unified School District (the District) Building Fund (Measure X), as of and for the year ended June 30, 2018, and the related notes of the financial statements, and have issued our report thereon dated December 12, 2018.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure X, and are not intended to present fairly the financial position and changes in financial position of Simi Valley Unified School District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Simi Valley Unified School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Simi Valley Unified School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Simi Valley Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be, significant deficiencies, or material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Simi Valley Unified School District's Building Fund (Measure X) financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vavrinek, Trine, Day & Co., LLP

Rancho Cucamonga, California
December 12, 2018

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**FINANCIAL STATEMENT FINDINGS
JUNE 30, 2018**

None reported.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2018**

There were no audit findings reported in the prior year's schedule of financial statement findings.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BUILDING FUND (MEASURE X)
PERFORMANCE AUDIT**

JUNE 30, 2018

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**PERFORMANCE AUDIT
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JUNE 30, 2018**

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Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT ON PERFORMANCE

Governing Board and
Citizens Oversight Committee
Simi Valley Unified School District
Simi Valley, California

We were engaged to conduct a performance audit of the Simi Valley Unified School District (the District) Building Fund (Measure X) for the year ended June 30, 2018.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

The results of our tests indicated that the District expended Building Fund (Measure X) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

Vavrinek, Trine, Day & Co., LLP

Rancho Cucamonga, California
December 12, 2018

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

JUNE 30, 2018

AUTHORITY FOR ISSUANCE

The General Obligation Bonds, Election 2016 (Measure X) were issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law.

The District received authorization at an election held on November 8, 2016, to issue bonds of the District in an aggregate principal amount not to exceed \$239,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55 percent of the votes cast by eligible voters within the District (the 2016 Authorization). The Bond represents the first series of the authorized bonds to be issued under the 2016 Authorization. Following this issuance of the Series A Bonds, the principal amount remaining under the 2016 Authorization will be \$169,000,000.

PURPOSE OF ISSUANCE

"To improve the quality of education; modernize and upgrade outdated classrooms, science labs, restrooms and school facilities; repair and replace leaky roofs; upgrade or renovate inadequate electrical and deteriorating plumbing and sewer systems; improve student access to computers/modern technology; and make health, safety and handicapped accessibility improvements, shall Simi Valley Unified School District issue \$239,000,000 of bonds at legal interest rates, include an independent citizens' oversight committee, no money for administrative salaries or be taken by the state."

AUTHORITY FOR THE AUDIT

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a citizen's oversight committee.

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

JUNE 30, 2018

4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

OBJECTIVES OF THE AUDIT

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure X.
2. Determine whether salary transactions, charged to the Building Fund were in support of Measure X and not for District general administration or operations.

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2017, to June 30, 2018. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2018, were not reviewed, or included within the scope of our audit or in this report.

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure reports prepared by the District for the period July 1, 2017, through June 30, 2018, for the Building Fund Measure X. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure X as to the approved bond projects list. We performed the following procedures:

1. We selected a sample of expenditures for the period starting July 1, 2017, and ending June 30, 2018, and reviewed supporting documentation to ensure that such funds were properly expended on the specific projects listed in the ballot text.
2. Our sample included 84 transactions totaling \$10,431,278. This represents 58 percent of the total expenditures of \$17,840,569.
3. We verified that funds from the Building Fund (Measure X) were expended for the construction, renovation, furnishing and equipping of District facilities constituting authorized bond projects. In addition, we verified that funds held in the Building Fund (Measure X) were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

JUNE 30, 2018

CONCLUSION

The results of our tests indicated that, in all significant respects, the Simi Valley Unified School District has properly accounted for the expenditures held in the Building Fund (Measure X) and that such expenditures were made for authorized Bond projects. Further, it was noted that funds held in the Building Fund (Measure X), and expended by the District, were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2018**

None reported.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2018**

There were no audit findings reported in the prior year's schedule of financial statement findings.