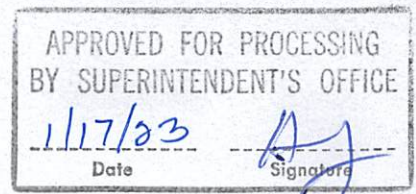


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS UNDER CUPCCAA AND AGREEMENTS; SEPTEMBER 5, 2022 TO NOVEMBER 27, 2022

Business & Facilities
Consent #5

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures from September 5, 2022 to November 27, 2022.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA from September 5, 2022 to November 27, 2022 is **\$716,099.04** as shown on Exhibit "A".

Recommendation

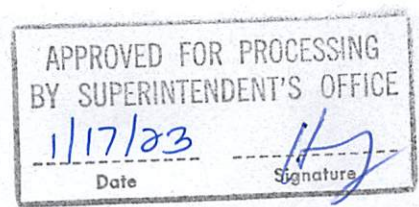
It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On motion # 90 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, ratified Measure X Funded Field Contracts Under CUPCCAA and Agreements; September 5, 2022 to November 27, 2022.

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

MEASURE X FIELD CONTRACTS UNDER CUPCCAA AND AGREEMENTS FROM 9/5/22 - 11/27/2022

Req Date	Req #	PO #	Vendor	Total Amt	Comment
9/9/2022	R23-01429	P23-01144	C.A.S.H.	\$ 6,995.00	CASH 44TH ANNUAL CONFERENCE
9/9/2022	R23-01431	P23-01145	WELLS FARGO BANK, N.A.	\$ 671.84	SOUTHWEST AIR CASH CONF 2023
9/9/2022	R23-01432	P23-01146	WELLS FARGO BANK, N.A.	\$ 1,854.96	HYATT REGENCY SACRAMENTO - CASH CONF 2023
9/20/2022	R23-01610	P23-01486	CLARK SEIF CLARK, INC.	\$ 38,800.00	BW ASBESTOS SURVEY CLASS RENO
9/20/2022	R23-01611	P23-01487	MOLLENHAUER GROUP	\$ 19,990.00	RHS SURVEY WORK NEW 10 CLASSRM BLDG
9/29/2022	R23-01725	P23-01489	FENCE FACTORY	\$ 4,050.00	SVHS FENCING QUAD
9/30/2022	R23-01737	P23-01397	TIKAL REPRODUCTIONS	\$ 1,000.00	RHS PRINTING NEW CLASSROOM
10/4/2022	R23-01775	P23-01493	CLARK SEIF CLARK, INC.	\$ 2,377.00	SYCAMORE TESTING SEC/FENCE/LS
10/12/2022	R23-01910	P23-01620	TIKAL REPRODUCTIONS	\$ 500.00	SYCAMORE PRINTING SEC/FENCE/LS
10/12/2022	R23-01912	P23-01581	CITY OF SIMI VALLEY	\$ 333.25	RHS FLOW TEST NEW CLASS BLDG
10/13/2022	R23-01918	P23-01599	TOP NOTCH GLASS 1 INC.	\$ 1,280.00	RHS WINDOWS RSRPD PORTABLES
10/20/2022	R23-02035	P23-01798	MACKEY ELECTRIC	\$ 1,560.00	RHS ELECTRIC POOL PORTABLE
10/21/2022	R23-02056	P23-01908	WELLS FARGO BANK, N.A.	\$ 3,500.00	CASBO CONFERENCE REGISTRATION
10/21/2022	R23-02057		WELLS FARGO BANK, N.A.	\$ 2,495.58	CASBO CONF. - HYATT REGENCY LONG BEACH
10/24/2022	R23-02065	P23-01800	VENTURA COUNTY STAR	\$ 2,771.24	LEGAL AD 5462796 BERYLWOOD CLASSROOM RENO B23FS391
10/26/2022	R23-02111	P23-01801	OUTDOOR CREATIONS INC.	\$ 97,939.36	RHS SEATING WALLS WEST QUAD
10/27/2022	R23-02148	P23-01805	CAL GEOLOGICAL SURVEY	\$ 4,800.00	RHS CGS FEES NEW CLASS BLDG
10/27/2022	R23-02151	P23-01806	PORTA-STOR	\$ 8,085.00	RHS SEATRAINS BLDG 3 CLASS RENO
10/28/2022	R23-02152	P23-01807	VENTURA COUNTY STAR	\$ 872.84	RFQ LEGAL AD #5469241 CEQA B23RM396
11/1/2022	R23-02197	P23-01866	VENTURA COUNTY STAR	\$ 744.02	SVHS LEGAL AD #5470992 NEW MPR B23RS397
11/7/2022	R23-02285	P23-01950	VENTURA COUNTY STAR	\$ 2,811.92	SYCAMORE LEGAL AD #0005455083 FENCE B23FS388
11/7/2022	R23-02295	P23-01987	DEPT OF GEN'L SVCS/DSA-LA REGIONAL OFFICE	\$ 20,340.00	SVHS DSA FEES BOYS LOCKER
11/9/2022	R23-02311	P23-01989	DEPT OF GEN'L SVCS/DSA-LA REGIONAL OFFICE	\$ 20,340.00	SVHS DSA GIRLS LOCKER ROOM
11/14/2022	R23-02358	P23-02079	CDE	\$ 3,990.00	SVHS MPR FEES
11/15/2022	R23-02383	P23-02215	PORTA-STOR	\$ 7,350.00	SVHS SEATRAINS CLASS RENO
11/15/2022	R23-02386	P23-02102	LIMASOL CONSTRUCTION, INC.	\$ 5,125.00	RHS PAINTING RSRPD PORTABLES
11/15/2022	R23-02390	P23-02135	NORA SYSTEMS, INC.	\$ 300,830.88	BW FLOORING CLASS RENO
11/16/2022	R23-02429	P23-02087	CAL DEPT OF EDUCATION	\$ 4,480.00	RHS CDE FEES MPR
11/16/2022	R23-02432	P23-02081	DEPT OF GEN'L SVCS/DSA-LA REGIONAL OFFICE	\$ 123,500.00	RHS DSA FEES NEW CLASSROOM BLDG
11/22/2022	R23-02492		KAMRAN & CO, INC.	\$ 26,711.15	SVHS EQUIPMENT SNACK BAR
				\$ 716,099.04	



TITLE: APPROVAL OF LIST OF SELECTED FIRMS FOR ON-CALL CONSULTING SERVICES FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR PROJECTS THROUGHOUT THE DISTRICT

Business & Facilities
Consent #6

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On November 8, 2022, the District advertised for Requests for Qualifications (RFQ's) for California Environmental Quality Act (CEQA) consultant services.

Eight (8) firms submitted proposals which were reviewed by District Staff. Two (2) firms were deemed non-responsive.

The proposed list of firms which may be utilized for on-call CEQA environmental consulting services for a period of five (5) years is shown in Exhibit "A". The firms can be re-certified every five (5) years. The District may also update the list of approved firms periodically through the RFQ process.

Fiscal Analysis

Approval of the CEQA environmental consulting services firms identified in Exhibit "A" will provide the District with a cost-effective means to obtain proposals and assign projects to duly qualified firms for compliance with California environmental regulations.

Recommendation

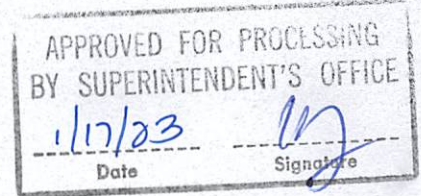
It is recommended that the Board of Education approve the list of CEQA environmental consulting services firms.

On motion # 90 by Trustee Subran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved the list of CEQA environmental consulting services firms.

Ayes: Pine
Smollen
Subran
LaBelle
Wagdasaryan Noes: 0 Absent: 0 Abstained: 0

**LIST OF SELECTED FIRMS FOR ON-CALL CONSULTING SERVICES FOR
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
FOR PROJECTS THROUGHOUT THE DISTRICT**

- Chambers Group, Inc.
- Envicom Corporation
- Michael Baker International, Inc.
- PlaceWorks
- Rincon Consultants, Inc.
- RVA – Ruth Villalobos & Associates, Inc.



TITLE: APPROVAL OF AGREEMENT NO. R23-02721 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE SECURITY FENCING PROJECT AT SYCAMORE ELEMENTARY SCHOOL

Business & Facilities
Consent #7

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District requires inspection services on an as-needed basis at the security fencing project at Sycamore Elementary School. These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc, from January 18, 2023 through August 15, 2023.

Fiscal Analysis

\$22,100.00 Not – To - Exceed Contract, Funded by Measure X

Actual cost will be based on actual inspection services performed.

Recommendation

It is recommended that the Board of Education approve Agreement No. R23-02721 for Inspection Services for the Sycamore Security Fencing Project.

On motion # 90 by Trustee Jubran, seconded by Trustee La Belle and carried by a vote of 5 to 0, the Board of Education, by a roll-call-vote, approved Agreement No. R23-02721 for Inspection Services for the Sycamore Security Fencing Project.

Ayes: Pine
Smolken
Jubran
La Belle
Bagdasaryan Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Security Fencing Project at Sycamore Elementary School, Requisition R23-02721

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **January 17, 2023**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Security Fencing project at Sycamore Elementary School.**
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
_____.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated December 9, 2022 and identified on attached Attachment 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Twenty-two Thousand One-Hundred Dollars (\$22,100.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion estimated at August 1, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of January 18, 2023. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of

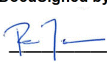
the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

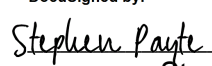
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

**“District”
SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

**“Project Inspector”
Stephen Payte DSA Inspections, Inc.**

By:  1/18/2023
09CA0EB1F690455... Ron Todo
Title: Associate Superintendent, Business
& Facilities

By:  12/15/2022
B4995225D6FF47... Stephen K. Payte
Title: Vice President

DS


**ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02042 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Certificate Of Completion

Envelope Id: 50CA65B48E0F4899AE1F431CE6C7610D

Status: Completed

Subject: Complete with DocuSign: Sycamore ES Security Fencing - Stephan Payte PAA R23-02721 .pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

12/15/2022 10:20:47 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Stephen Payte

jtw@dsainpections.com

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

DocuSigned by:


B4995225D6FF47D...**Timestamp**

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/15/2022 12:01:30 PM

ID: 797d988d-13d8-44a8-904a-a659a0457880

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)
DS

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Using IP Address: 207.157.143.2

Electronic Record and Signature Disclosure:

Accepted: 1/18/2023 3:25:36 PM

ID: 1e189549-4b83-44b1-b5c7-16a4246a5288

Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:


09CA0EB1F690455...

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Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/15/2022 10:29:36 AM
Certified Delivered	Security Checked	1/18/2023 4:45:57 PM
Signing Complete	Security Checked	1/18/2023 4:46:02 PM
Completed	Security Checked	1/18/2023 4:46:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

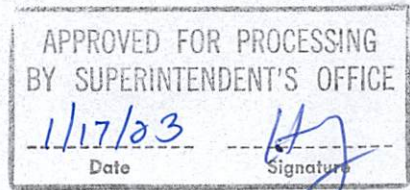
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: RATIFICATION OF AGREEMENT NO. R23-02892 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBT DRAFTING, INC. FOR DRAFTING SERVICES FOR THE CLASSROOM RENOVATION PROJECT AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #9

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District requires drafting services for the classroom renovations project at Royal High School. These services can be provided by the firm of TBT Drafting, Inc.

Fiscal Analysis

\$90.00 per hour not to exceed \$14,400.00. Funded by Measure X

Actual cost will be based on actual services performed.

Recommendation

It is recommended that the Board of Education approve Agreement No. R23-02892 for drafting services for the Royal High School Classroom Renovation project.

On motion # 90 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, approved Agreement No. R23-02892 for drafting services for the Royal High School Classroom Renovation project.

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

AGREEMENT FOR CONSULTANT SERVICES
Drafting Services

AGREEMENT made as of the 28 day of December, 2022,

between the District:

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

and the Consultant:

TBT Drafting Services, Inc.
200 San Fernando Mission Blvd., Suite 200
San Fernando, CA 91340

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services are described in Attachment A to this Agreement. The Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation.
- 1.3 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations.
- 1.4 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 **CONTRACT PRICE.**

2.1 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is Ninety Dollars per hour, not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00).

2.1.1 **Scope of Work.** Consultant will provide drafting services to create demolition and new floor and interior elevation plans for the classroom renovation project at Royal High School, as outlined in the attached Proposal.

2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site of a Project and the District's Administrative Offices, or within the Counties of Ventura, Los Angeles, Kern, or Santa Barbara, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement. Direct actual costs incurred by Consultant for travel outside of the Counties of Ventura, Los Angeles, Kern, and Santa Barbara shall be a reimbursable expense if authorized in writing in advance by the District, hereinafter referred to as, "Reimbursable Expenses."

2.3 **Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.

2.4 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

2.5 **Consultant's Payments.** The Consultant shall promptly pay its employees, subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.

3 **Additional Services.** The services described in this Paragraph 3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District's sole discretion: (a) the amount of time expended by personnel of the Consultant or its subconsultants in providing authorized Additional Services, at the hourly rate set forth in the Personnel Rate Schedule; or, (b) an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant. The rates set forth in the Personnel Rate Schedule include all fees, costs, and expenses for Consultant and its subconsultants, except for Reimbursable Expenses, incurred in connection with providing or performing Additional Services hereunder.

4 **INSURANCE; INDEMNITY**

4.1 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

4.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its subconsultants shall be as follows:

Workers Compensation In accordance with applicable law

Employers Liability \$1,000,000

Commercial General Liability (including coverage for bodily injury, death, property damage and motor vehicle liability)

Per Occurrence \$2,000,000

Aggregate \$4,000,000

4.3 **Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4.4 **Indemnity.**

4.4.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

4.4.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

5 **TERM.** The term of this Agreement begins on the date first set forth above and ends when project is completed.

6 **TERMINATION; SUSPENSION**

6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of

termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 6.2 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.
- 7 **MISCELLANEOUS**
- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 **Time.** The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.
- 7.4 **Records.** Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.

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

Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065
Attn.: Pedro Avila

and to the Consultant:

TBT Drafting Services, Inc.
200 San Fernando Mission Blvd., Suite 200
San Fernando, CA 91340
Attn.: Terry Torres

- 7.6 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.7 **Disputes.**
- 7.7.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 7.7.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant.
- 7.7.3 *Government Code Claims.* Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 7.8 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved and ratified this Agreement and the provisions hereof.
- 7.9 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all

prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

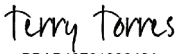
IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By:  _____
DocuSigned by:
09CA0EB1F690455...

Title: Associate Superintendent, Business & Facilities

TBT DRAFTING SERVICES, INC.

By:  _____
DocuSigned by:
BBAB4072189642A...

Title: President

ATTACHMENT A

Consultant Services

ATTACHMENT B

Personnel Rate Schedule

Name	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$



Letter Proposal for Drafting Services

Date: 12.21.22

TO: Jim McGregor, Bond Project Coordinator, Simi Valley Unified School District

RE: Royal High School, 1402 Royal Avenue, Buildings #6 & #7 (Classrooms Only)

TBT Drafting Services is pleased to submit this Proposal for Drafting Services. Kindly consider this letter as our Short-Form Proposal, which defines our scope of work with regard to Phase I - Interior Improvements.

I. Project:

This Proposal consists of providing: Plans for Interior Improvements for Classrooms Only

II. Basic Service/Scope of Work:

A. Design Development Phase:

TBT Drafting Services shall prepare:

- Field Visit
- Create Demo & New Floor & Interior Elevation Plans
- _____
- _____
- _____
- _____
- _____
- _____

B. Client Approval:

TBT Drafting Services will e-mail .PDF & .DWG Format Files to the appropriate Departments for records.

TBT Drafting Services will secure all files.

III. Professional Compensation:

A. TBT Drafting Services shall perform all Phases described under Basic Services/Scope of Work for a fee formulated based at \$ 90.00 per hour.

B. TBT Drafting Services shall perform all Phases per hour not to exceed the amount of \$ 14,400.00.

C. TBT Drafting Services will invoice the Client end of each month and including all reimbursements..

We welcome this opportunity to provide you with our Professional Services. Should you have any questions regarding this Proposal, Please do not hesitate to contact us at (818) 212-0665.

TBT Drafting Services, 200 San Fernando Mission Blvd., Ste. #200, San Fernando, CA. 91340, t.torres@tbtdrafting.com

Business & Facilities, Consent #9

Certificate Of Completion

Envelope Id: 6CA0C1FB8C7F471D89DA2DBE303F2A77

Status: Completed

Subject: Complete with DocuSign: R23-02892 - TBT Drafting - Royal Classroom Renovation.pdf

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

12/28/2022 1:55:02 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

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

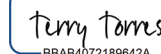
Terry Torres

t.torres@tbtdrafting.com

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 12/28/2022 2:08:32 PM

Viewed: 12/28/2022 2:09:15 PM

Signed: 12/28/2022 2:09:54 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/28/2022 2:09:15 PM

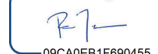
ID: 6bccd72a-f84c-457b-a67c-9ab0f9f9f1a3

Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:


09CA0EB1F690455...

Sent: 12/28/2022 2:09:55 PM

Viewed: 12/28/2022 5:55:16 PM

Signed: 12/28/2022 5:55:42 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 23.240.150.124

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/28/2022 5:55:16 PM

ID: df2e1bed-b9b8-48b4-8577-470ecab3787a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/28/2022 2:08:32 PM
Certified Delivered	Security Checked	12/28/2022 5:55:16 PM
Signing Complete	Security Checked	12/28/2022 5:55:42 PM
Completed	Security Checked	12/28/2022 5:55:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

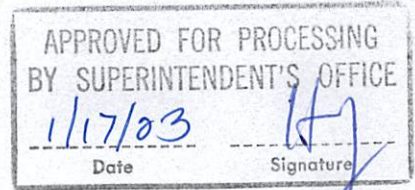
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF AGREEMENT NO. R23-02865 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CAPITAL ENGINEERING CONSULTANTS, INC. PROFESSIONAL SERVICES FOR THE NEW MPR CLASSROOM AND KITCHEN BUILDING AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #10

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Per the 2019 California Green Building Standards Code, Title 24, otherwise known as CAL Green Code, buildings over 10,000 square feet require a building to be commissioned by a third-party green building consulting. The systems to be commissioned include, but are not limited to the following: HVAC, Domestic Hot Water, Mechanical Systems, Electrical Systems, and Irrigation.

The Commissioning agent will provide the commissioning services for the New MPR Classroom and Kitchen building at Simi Valley High School.

Recommend award to Capital Engineering Consultants, Inc.

Fiscal Analysis

Consultant's fee is estimated at \$45,800.00. See Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for Capital Engineering Consultants, Inc. for the professional services for the New MPR Classroom and Kitchen building at Simi Valley High School.

On motion # 90 by Trustee Jubran, seconded by Trustee La Belle and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement R23-02865 with the firm of Capital Engineering Consultants, Inc.

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
R23-02865**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18 day of January, 2022 by and between the Simi Valley Unified School District, ("District") and Capital Engineering Consultant, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide commissioning services as further described in **Exhibit "A,"** dated 12/20/22, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on January 18, 2023 and will diligently perform as required and project is certified with Division of the State Architect (DSA), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Non-collusion Declaration
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Criminal Background Investigation / Fingerprinting Certification
<u> X </u>	Drug-Free Workplace Certification
<u> X </u>	Tobacco-free Environment Certification
<u> X </u>	Insurance Certificates and Endorsements. Per Appendix - 1
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty- Five Thousand, Eight Hundred Dollars (\$45,800.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
 - 4.3. District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Written authorization must be obtained in advance.

- 5.1. Travel Expenses, more than 100 miles from District Office;
 - 5.2. Prints or plans or specifications made for DSA;
 - 5.3. Consultant's reimbursables, with written advance authorization;
 - 5.4. Renderings, presentation boards or photographs; and
 - 5.5. Meetings with Cities, planning officials, State Allocation Board, other public agencies, and/or Community meetings.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Performance of Services.**
- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

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15. Insurance.

- 15.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 15.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
16. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.
18. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

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

- 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Simi Valley Unified School District
 101 W. Cochran Street
 Simi Valley, CA 93065
 Email: lori.rubenstein@simivalleyusd.org
 ATTN: Lori Rubenstein

Consultant:

Capital Engineering Consultant, Inc.
 11020 Sun Center Drive, Suite 100
 Rancho Cordova, CA 95670
 EMAIL: aazarkeyvan@capital-engineering.com
 ATTN: Ashkan Azarkeyvan

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

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be

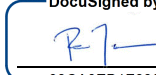
interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: 1/18/2023
[SimilCA]

Simi Valley Unified School District

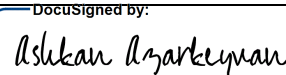
By: 
DocuSigned by:
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Print Name: Ron Todo

Print Title: Associate Superintendent
Business & Facilities

Dated: 12/29/2022

Capital Engineering Consultants Inc

By: 
DocuSigned by:
8CDB9CFDD7D7400...

Print Name: Ashkan Azarkeyvan

Print Title: Director of Commissioning

Information regarding Consultant:

License No.: C0398323

Registration No.: C0398323

Address: 2830 Temple Ave, Long Beach, CA 90806

Telephone: 310 328-3955

Facsimile: _____

E-Mail: aazarkeyvan@capital-engineering.com

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Corporation, State: CA
- ☐ Limited Liability Company
- ☐ Other: _____

94-1492674:

Employer Identification and/or
Social Security Number

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

DS


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

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

Exhibit A



PROJECT NAME:

NEW MPR - CLASSROOM & KITCHEN BUILDING

OWNER:

Simi Valley Unified School District

PROPOSAL# 22-0660

Prepared by Ashkan Azarkeyvan

NEW MPR - CLASSROOM & KITCHEN BUILDING
OP#: 22-0660
Commissioning



12/20/2022
Page 1 of 12

DATE: 12/20/2022 Rev.1
Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street,
Simi Valley, California 93065

PROJECT: NEW MPR - CLASSROOM & KITCHEN BUILDING

SUBJECT: PROPOSAL FOR Title 24-2022, Part 6 Energy Code and Title 24-2022, Part 11,
CALGreen COMMISSIONING SERVICES
PROPOSAL NUMBER OP# 22-0660

Dear Lori,

Please find enclosed our detailed proposal for your kind consideration.

Please let us know if you have any questions, suggestions, or changes (however small) to the proposal; we want to hear from you and have this proposal answer all your questions and meet all your needs.

A. Project Description: The project is located at 5400 Cochran St, Simi Valley, CA 93063. The project includes a new MPR, Classroom and Kitchen building.

1. Project sustainability goals: Code Minimum
2. Estimated construction costs: \$30 M
3. Schedule / Duration:
Below is a summary of the design and construction schedule (or durations) per the data provided, used in part, to develop our Commissioning fees:

The project starts design Jan 2023 - Dec 2023 and construction mid 2024 thru the end of 2025.

- a. One Phase of design is assumed with a total duration not exceeding Twelve months.
- b. One Phase of construction is assumed with a total duration not exceeding Eighteen months.

Should there be any deviation to the durations for design and construction milestones depicted in the RFP, our commissioning fees are subject to change

4. Certification and Green Programs:

The project is not pursuing any sustainability or green program certifications.

B. Assumptions:



1. General:
 - a. The scope of work will be documented in no more than one phase of construction.
 - b. The project delivery method is Design-Bid-Build.

C. Scope of Services:

1. Applicable Code, Standards, and Green Programs
 - a. 2022 Title-24 Part 6 California Energy Code Section 120.8
 - b. 2022 Title-24 Part 11 California Green Building Standards Code Section 5.410.2
2. Commissioned Systems
 - a. HVAC and Related Controls
 - b. Lighting Controls as applicable to Title-24 2022
 - c. Domestic Hot Water System
 - d. Irrigation Controls
 - e. Photovoltaic System
3. Sampling strategy during the functional tests per the list below:
 - a. 40% HVAC and Related Controls
 - b. 25% Lighting Controls as applicable to Title-24 2022
 - c. 100% Domestic Hot Water System
 - d. 25% Irrigation Controls
 - e. 25% Photovoltaic System
4. Title-24 Code Required Commissioning:
 - a. Design Phase
 - 1) OPR (Owner's Project Requirements) Review: Review the OPR provided by the owner or owner's representative.
 - 2) BOD (Basis of Design) Review: Review the BODs written for commissioned systems by the design professionals.
 - 3) Completion of the Title-24 Commissioning Form: Design professionals are assumed to document wherein their



construction documents their design shows compliance with NRCC-CXR-E form requirements.

- 4) Kick-off meeting: Commissioning Authority (CxA) will lead the required Cx kick-off meeting. Attendance by the owner or owner's representative and design team is required.
- 5) Design Review: CxA will engage in a design review and ensure commissioning requirements are shown in the construction documents.
- 6) Commissioning measures shown in CDs: Review the Arch, Mechanical, Plumbing, and Electrical project specifications to confirm compliance with CA Energy and CA Green code Commissioning requirements. Provide markups or specification sections as necessary to comply with CA energy and CA Green code Commissioning requirements.

b. Construction Phase

- 1) Commissioning Coordination Meetings: Attend a limited number of meetings to coordinate and lead commissioning activities with construction team members.
- 2) Installation verification: Attend a limited number of site inspections to confirm equipment is installed per the construction drawings with maintenance access provided and equipment is ready for startup.
- 3) Functional Testing:
 - (1) Development: Write functional tests for commissioned systems and distribute them to the Commissioning team for their review and comments. Revise and finalize the test procedures accordingly.
 - (2) Witnessing: Attend functional testing of commissioned systems executed by the Contractor.
 - (3) Recording: Commissioning Agent to complete the functional test forms and maintain a commissioning issues log indicating any test failures.
- 4) Issues Back-check: When the Commissioning Agent is notified that noted corrections have been made, CxA will back-check the corrections and update the issues log. Test and issues log will be provided to the owner.
- 5) Operations Training: The Commissioning Agent will review the training plans provided by the Contractor.



- 6) Systems Manual and Commissioning Report: CxA will assemble content provided by self and others as required by the code
- c. Post Occupancy Phase
 - 1) Not Applicable
5. Summary of major activities provided in this fee proposal:
 - a. Design Phase
 - 1) As needed Virtual Team meetings during the Design phase.
 - 2) No In-Person Team meetings during the Design phase.
 - 3) Two Design reviews and one back-check during 100%DD, 90%CD, and Permit set. Phases
 - b. Construction Phase
 - 1) As needed Virtual Commissioning Coordination meetings during the construction phase.
 - 2) Three In-Person Commissioning Coordination meetings during the construction phase. (Additional meetings due to contractor's failure in meeting the project time-line or failed commissioning activities, shall be the responsibility of the contractor)
 - 3) One review and one back-check of commissioned systems' submittals packaged and transmitted as per the specifications.
 - 4) Up to Three Installation Verification Field Investigations combined with the on-site meetings. (Limited to Two person-days)
 - 5) No TAB Sample verification / Startup Witnessing / Duct leakage Testing / Piping Pressure testing site visits.
 - 6) Two Training witnessing site visits. (Limited to One person-days)
 - 7) Up to Two Functional Testing site visits. (Limited to Two person-days)
 - 8) Up to One Issues Back-check site visits. (Limited to Half a person-day) (The cost for additional Back-check site visits due to contractor's failed commissioning activities, shall be the responsibility of the contractor)
 - 9) One Trend review analysis of 2 weeks data is included.
 - c. Post Occupancy Phase



1) Not Applicable

D. Clarifications:

1. Design Phase Project delays beyond Two months are not foreseen.
2. Construction Phase Project delays beyond Two months are not foreseen.
3. Prevailing Wage. The Prevailing Wage does not apply to professional services firms.
4. Certified Payroll. Certified Payroll does not apply to professional services firms.
5. Bonding. Bonding does not apply to professional services firms.

E. Extra Services: The following services are not included in this proposal.

1. Employment of special sub-consultants at the request of the Client.
2. Life cycle cost analyses, owning or operating cost studies, and energy effectiveness studies.
3. Partnering sessions, value engineering sessions, or review of Contractor or Construction Manager's proposed cost-cutting recommendations.
4. Work involved in securing utility company rebates.
5. Standalone data logging services and related data analysis
6. Additional time over and above the normal and customary to clarify, negotiate, or otherwise respond to unreasonable or inaccurate interpretations of the construction drawings or sequence of operation by the Contractor including circumstances where we become "caught in the middle" between the Contractor and the Designer.
7. Review of submittals beyond what is described in the Scope of Services section of this proposal.
8. Construction Phase Change orders, ACDs, RFIs, etc: Should a contractor choose to construct the project in a means different than what is indicated in the bid documents by choice and this requires modifications of the Commissioning documents or requires additional commissioning coordination or field activities, this is beyond the scope and will be considered an additional service. This includes changes in documents due to the Contractors substitution of equipment.
9. Prolonged Commissioning activities and coordination: We have based our proposal upon the schedule noted earlier. Prolonged support services for construction, if the initial construction time schedule is exceeded by more than 15% through no fault of Capital Engineering, it will result in a request for additional funding.



F. Materials and Services Furnished by Others:

1. Contractor's Responsibilities:
 - a. The commissioning Coordinator hired by the contractor is assumed to be the point of contact for the Commissioning Agent
 - b. Construction phase Title 24-2022 acceptance test execution and form completion, completed by the contractor.
 - c. Contractor shall provide the equipment startup reports, controls startup reports, Test and Balance report, Operations and Maintenance Manuals, As-built drawings, Warranty documents, and any other deliverables per the specification requirements in a timely manner per the project and commissioning schedule.
 - d. The contractor shall provide resources, tools, or temporary equipment to execute the functional tests.
 - e. The contractor is responsible to coordinate, schedule, and record the training sessions per the specification requirements.
 - f. During the construction phase, the contractor will provide live access to "For construction" drawings and specifications, as well as any shop drawings or as-built drawings.
 - g. During the construction phase, the contractor will provide live access to the RFIs, ASI's, and approved COs.
2. Owner's Responsibilities
 - a. The owner is responsible for providing the OPR document
 - b. The owner will assign an individual as a point of contact
 - c. The owner will attend the meetings/field investigations as requested by the commissioning provider
 - d. During the design phase, the owner will provide live access to current design drawings and specifications.
3. Designer's Responsibilities
 - a. Provide BOD for the commissioned systems before 50%DD and update and finalize the BOD before 50%CD.
 - b. Review design phase commissioning comments and provide a written response to each comment within 14 calendar days.
4. All reproduction, including drawings, specifications, and reports.

NEW MPR - CLASSROOM & KITCHEN BUILDING
 OP#: 22-0660
 Commissioning



12/20/2022
 Page 7 of 12

G. Compensation:

1. Basic Services: Compensation for Basic Services outlined under Paragraph C above shall be as follows:

Design Phase	\$10,000.00
Construction Phase	\$35,800.00
Post-Occupancy Phase (Not Applicable)	<u>\$0.00</u>
TOTAL	\$ 45,800.00

Add Alt#1 Each Extra half Day Site Investigation and Reporting at the Client's Request	\$1,960.00
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The fee provided is valid for 90 days from the date of the proposal. If the Project begins after this time Capital may request an adjustment to the fee to reflect the extended start date.

2. Extra Services:
 - a. Compensation for authorized Extra Services as defined above shall be hourly at the rates indicated in the attached rate schedule.

3. Reimbursable Expenses:

All expenses are included in the compensation of the basic services per section G.1 above.

H. Insurance Coverage:

1. Professional Liability \$1,000,000 per claim
- 2.

Please call should you have any questions.

Thank you for the opportunity to offer our services.
 Gratefully Yours,

Ashkan Azarkeyvan, P.E., CxA, LEED AP
 Senior Associate, Commissioning Director
 Capital Engineering Consultants, Inc.
aazarkeyvan@capital-engineering.com
 916-851-3520



TERMS and CONDITIONS:

The following Terms and Conditions will govern all services performed on behalf of the Client and are hereby incorporated into the Engineering Fee Proposal.

1. **Payment.** All fees and other charges will be billed to the Client monthly and will be due and payable no later than 60 days after the date of invoice. The client will pay Capital, Inc. ("Capital") interest on past due amounts at the rate of 1.5 percent per month or the highest amount permitted by law, whichever is greater. In addition to all other remedies, Capital may withhold delivery of services, reports, plans, specifications, documents, or other deliverables if the Client fails to pay any invoice when due. Payment to Capital will not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of project funds, offsetting reimbursements, or credits from other parties. No withholding, deductions, or offsets shall be made from Capital's compensation for any reason unless Capital has been found to be legally liable for such amounts. Payment of Capital's fees shall be a condition precedent to bringing any action or suit against Capital.
2. **Additional Services.** Any services not explicitly described as being performed by Capital or its sub-consultants are excluded. If agreed to in writing by Client and Capital, Capital will provide additional services. The client will pay Capital for such additional services in accordance with Capital's current fee schedule or as otherwise agreed by Client and Capital in writing. These Terms and Conditions will apply to all additional services provided by Capital. In the case of additional services added to the Commissioning Fee Proposal, Capital's liability shall be limited to the extent of the additional fee for the specific additional services added.
3. **Professional Standards.** Subject to all conditions set forth herein, Capital will only be liable for breaching its obligation to perform its services to the level of competency maintained by other practicing engineering professionals in the same or similar community performing the same services at the same time as they were performed by Capital. Capital makes no warranties, either express or implied. Capital does not guarantee the completion or quality of performance of contracts by the construction contractor or subcontractors, or other third parties, nor accepts responsibility for their acts, omissions, or any safety precautions.
4. **Independent Contractor.** The relationship of Capital to Client shall at all times be that of an independent contractor. Capital shall not be liable for the acts of Client or its agents in performing Work.
5. **Document Ownership.** Capital holds the copyright for all documents, drawings, and specifications produced by Capital, and such documents shall be the property of Capital, except when otherwise provided by law, governmental requirement, or by prior agreement, these documents become public property or the property of the Client. A limited license is granted to use the documents for the specific purposes and projects covered by the Agreement. Reproduction of these documents either in hard copy or soft copy (including posting on the web) is prohibited without copyright permission. No right to create modifications or derivatives of Capital documents is granted pursuant to this limited license. Any product, process, or technology described in the documents may be the subject of other Intellectual Property rights reserved by Capital. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by the Agreement between the Client and Capital. Capital assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by Capital in accordance with its services.
6. **Electronic Documents.** If Capital provides Client any design documents, including but not limited to plans and specifications, in electronic form ("Electronic Documents"), acceptance and use of the



Electronic Documents by Client shall be at Client's sole risk and Client will: (a) Waive and covenant not to sue Capital alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that Capital makes no representation with regard to the compatibility of the Electronic Documents with Client's software or hardware; and (c) to the fullest extent permitted by law, indemnify, hold harmless, reimburse and defend Capital from, for and against any alleged claim, damage, liability, or cost, including but not limited to attorneys' fees, that may arise from Client's use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.

7. **Schedule.** *Capital will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The client will require its other consultants and Contractors to incorporate into their schedules reasonable periods of time for Capital to perform its services and will require that they coordinate their services with Capital's services. The client is aware that many factors outside the Capital's control may affect Capital's ability to timely perform and complete its services and the Client agrees that Capital is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.*
8. **Construction Support.** *Commissioning support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection services. The Client shall coordinate the Contractor's involvement in any Capital commissioning services and shall provide Capital all necessary contracts and documents to perform the same. Capital is not a Contractor and does not provide the services of a Contractor under any circumstances. Capital will not supervise, direct or have control over any Contractor's work, nor will Capital have any responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, nor will Capital be responsible for the Contractor's safety precautions and programs in connection with the work, nor will Capital be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents or applicable building or structural codes, nor will Capital be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the Contractor or its agents.*
9. **Submittal Review.** *Capital will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design intent and the information shown on the contract documents. Capital's review will not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Capital's review will be conducted with reasonable promptness while allowing sufficient time in Capital's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. Capital will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the Contractor, nor will Capital be required to review partial submissions or those for which submissions for correlated items have not been received.*
10. **Termination for Convenience.** *Either Capital or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The client will pay Capital for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination, plus an amount for the Capital's anticipated profit on the value of the*



services not performed by Capital. If no notice of termination is given, Capital's obligations created by this Agreement will be terminated upon completion of the services.

11. **Notice of Deficiencies.** The client shall provide prompt written notice within thirty (30) days of when the Client becomes aware or should have reasonably been aware of any fault or defect in the project, including errors, omissions, or inconsistencies in the services and work product provided by Capital.
12. **Waiver of Subrogation.** Client and Capital waive all rights against each other for damages or loss to the extent covered by any available insurance. The client will require all of the Client's insurers to waive subrogation against Capital and the Client will contractually require all of its Contractors, consultants, and agents of any tier to have their respective insurers waive subrogation against Capital.
13. **Indemnity.** Subject to all provisions of this Agreement and to the fullest extent permitted by law, Client shall indemnify, hold harmless, reimburse and defend (with counsel of Capital's choice) Capital, its employees, officers, directors, and agents from, for, and against all actual or alleged claims, losses, damages, costs, and expenses arising from or related to the work, the Project, or this Agreement (with the sole exception that Client will have no duty to indemnify Capital from claims or losses to the extent those claims or losses are caused by the fault or negligence of Capital or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall Capital be liable for any actual or alleged claims, losses, damages, costs, and expenses arising from or related to the work, fault, or negligence of its sub-consultants.
14. **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
15. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.
16. **Arbitration.** The client agrees that any claim, damage, or dispute arising out of these Terms and Conditions or any services performed by Capital will be resolved by binding and confidential arbitration before a single arbitrator in the state where the project is located. The parties shall mutually select the arbitrator and the rules applicable to the arbitration process. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. As a condition precedent to serving a demand for arbitration, the Client agrees that it will obtain a written certificate executed by an independent design professional with similar experience on similar projects and licensed in the jurisdiction in which the project is located certifying that Capital failed to meet the applicable standard of care. The client will provide Capital with a copy of the certificate and all written analyses supporting the certificate's findings at least 30 days before serving a demand for arbitration. Client and Capital agree that any party hereto shall commence all claims and causes of action within the period specified by applicable law but in any case, not more than ten (10) years after the date of substantial completion of the project. Client and Capital waive all claims and causes of action not commenced or noticed in accordance with the time periods in this section.
17. **Governing Law.** The laws of the State that the project is constructed will govern the validity of this Agreement, its interpretation, and performance. Any dispute arising in any way from this Agreement shall be subject to the jurisdiction of the courts of that State.
18. **Client's Terms.** Any terms and conditions set forth or referenced in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services provided



under this proposal or any related agreement, except when specifically accepted or confirmed in writing and signed by Capital.

19. **Limitation of Liability.** *The client agrees that, in recognition of the relative risks and benefits of the project, Capital's aggregate joint, several and individual liabilities, whether for breach of contract, breach of warranty, negligence, professional malpractice, strict liability, or otherwise will be limited to an amount no greater than \$1 million or Capital's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.*
20. **Limitation of Remedy.** *Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against Capital's individual employees, officers, directors, or agents, and that Client's sole remedy will be against Capital, Inc.*
21. **Entire Agreement.** *This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.*

NEW MPR - CLASSROOM & KITCHEN BUILDING
OP#: 22-0660
Commissioning



12/20/2022
Page 12 of 12

Capital Engineering Consultants, Inc.
2023 Billing Rates

Sr. Principal	\$245.00 / hour
Principal	\$223.00 / hour
Director	\$215.00 / hour
Sr. Project Manager	\$205.00 / hour
Project Manager	\$196.00 / hour
Field Services	\$192.00 / hour
Senior Engineer	\$175.00 / hour
Engineer	\$160.00 / hour
Senior Designer	\$150.00 / hour
Designer	\$138.00 / hour
Technician / CADD	\$127.00 / hour
Intern	\$120.00 / hour
Project Administrator	\$107.00 / hour

Capital Engineering Consultants, Inc.

- **Tax ID No. 94-1492674**
- **CA Business License # C0398323**
- **DIR # 100020121**
- **Small Business Certification ID 35757**

EXHIBIT "B"
CERTIFICATIONS / DECLARATIONS

NON-COLLUSION DECLARATION**PROJECT:** Simi Valley High School MPR Building**STATE OF CALIFORNIA****COUNTY OF** Ventura

I, Ashkan Azarkeyvan, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

the Director of Commissioning of Capital Engineering Consultants, the party submitting
(Title) (Bidder Name)

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

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

Executed this 29 day of December, 2022 at Rancho Cordova, Sacramento, CA.
(City, County and State)

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

DocuSigned by:
Ashkan Azarkeyvan
(Signature) 8CDB9CFDD7D7400...
Ashkan Azarkeyvan
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Ashkan Azarkeyvan the Director of Commissioning of
(Name) [SimiLAB3700] (Title)

Capital Engineering Consultants Inc, declare, state and certify that:
(Contractor Name)

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

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

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

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

Capital Engineering Consultants Inc

(Contractor Name)

DocuSigned by:

By:

Ashkan Azarkeyvan

(Signature) CFDD7D7400...

Ashkan Azarkeyvan

(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Ashkan Azarkeyvan, am the Director of Commissioning of
 (Print Name) [SimiEDU45125-1] (Title)

Capital Engineering Consultants Inc. I declare, state, and certify all of the following:
 (Entity/Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 details three (3) methods for ensuring the safety of pupils as described below.
 - A. Installation of a physical barrier.
 - B. Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.**
 - C. Surveillance of contractor's employees by school personnel.

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

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

Entity/Contractor
DOJ issued ORI #



AG221



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

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

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - A. The fingerprints of each person identified on Attachment B-1, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity/Contractor and I understand that if the District determines that Entity/Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

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

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

Executed at Rancho Cordova, CA this 29 day of December, 2022.

DocuSigned by: (City and State) [SimiEDU45125-1b]

Executed at Ashkan Azarkeyvan Ashkan Azarkeyvan
 (Signature) (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

DRUG-FREE WORKPLACE CERTIFICATION

I, Ashkan Azarkeyvan, am the Director of Commissioning of
(Print Name) [SimiGOV8350] (Title)

Capital Engineering Consultants Inc

(Contractor Name)

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

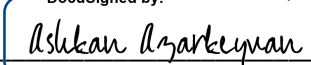
1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing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

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

Executed at Rancho Cordova, CA this 29 day of December, 2022.

DocuSigned by:

(City and State)


(Signature)

Ashkan Azarkeyvan

(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

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

Capital Engineering Consultants Inc. ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 12/29/2022

Contractor: Capital Engineering Consultants Inc.

Signature: 

Print Name: Ashkan Azarkeyvan

Title: Director of Commissioning

APPENDIX - 1

**INSTRUCTIONS for the
CERTIFICATE OF INSURANCE and
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

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

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

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

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

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

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

Public Works / Contractors

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

For Travelers Companies:		AND
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CG D3 81 09 15	CG D1 44 02 19	
CG D3 82 09 15	CG D2 46 04 19	
CG D1 05 04 94	CG D6 04 02 19	
CG D2 47 08 05	CG TI 00 02 19	
CG D3 61 03 05	CG T8 02 12 21	CG 20 37 10 01 or CG 20 37 07 04
CG D3 16 02 19	CG T8 03 03 22	
CG D4 17 01 12		

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Certificate Of Completion

Envelope Id: 54E830DBAA4A433189F6A743C40B6C0E

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Subject: Complete with DocuSign: SVHS MPR Commissioning - Captial Engineering - Agreement R23-02865.pdf

Source Envelope:

Document Pages: 33

Signatures: 7

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Simi Valley, CA 93065

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Ashkan Azarkeyvan

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aazarkeyvan@capital-engineering.com

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Director of Commissioning

Signed: 12/29/2022 3:40:49 PM

Capital Engineering Consultants Inc

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
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Maria Nieto



Sent: 12/29/2022 3:40:51 PM

maria.nieto@simivalleyusd.org

Viewed: 1/18/2023 3:26:44 PM

Security Level: Email, Account Authentication
(None)

Signed: 1/18/2023 3:27:38 PM

Signature Adoption: Pre-selected Style

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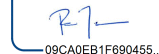
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Ron Todo

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ron.todo@simivalleyusd.org

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/29/2022 3:09:00 PM
Certified Delivered	Security Checked	1/18/2023 4:44:58 PM
Signing Complete	Security Checked	1/18/2023 4:45:07 PM
Completed	Security Checked	1/18/2023 4:45:07 PM
Payment Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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

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

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

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

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- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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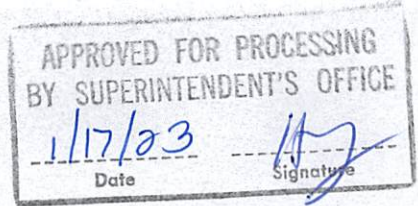
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Acknowledging your access and consent to receive and sign documents electronically

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

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



TITLE: APPROVAL OF AGREEMENT NO. R23-02897 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW INCLUSIVE PLAY EQUIPMENT AT GARDEN GROVE ELEMENTARY SCHOOL

Business & Facilities
Consent #11

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the District. HMC was one of the firms selected.

HMC will provide architectural and engineering services for a scope Schematic through Division of State Architects closeout for architectural and engineering services, including but not limited to the removal of the existing play equipment and installation of new inclusion play equipment, modify the existing site work, parking, and ADA path of travel, as required.

Fiscal Analysis

The Contract Price for the Assigned Project will be:

Contract Fee	\$23,408.00	
4% Reimbursable	\$ 936.00	
Total Contract	\$24,344.00	Funded by Measure X

Recommendation

It is recommended that the Board of Education approve the HMC Architects agreement R23-02897.

On motion # 90 by Trustee Jubran, seconded by Trustee LaBelle
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R23-02897 with HMC Architects.

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

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R23-2897
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #003285-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and HMC Architects ("Architect") as of *January 17, 2023*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("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; and

Whereas, this PAA shall be considered attached to and incorporated into the Agreement as the Parties desire to identify a particular Project that will be completed pursuant to the terms of the Agreement.

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

Assigned Project Description. The Assigned Project is described as follows: Schematic through Division of State Architects closeout for architectural and engineering services for a scope, including but not limited to the removal of the existing play equipment and installation of new inclusion play equipment modify the existing site work, parking, and ADA path of travel, as required, at Garden Grove Elementary School.

1. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is estimated at: \$291,410.00.

2. Assigned Project Basic Services. The Basic Services Phases for the Assigned Project are:

Schematic Design
Design Development
Construction Documents
DSA Plan Check
Bidding
Construction
DSA Close Out

3. 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; Civil, Landscape, Irrigation, as required Design Consultants –As required

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

Basic Services Phases	Start Date
Schematic Design	February 2023
Design Development	February 20223
Construction Documents	March 2023
DSA Plan Check	May 2023
Bidding	TBD
Construction	TBD
DSA Close Out	December 2023

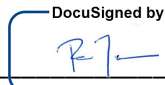

5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be a Fixed Fee of \$23,408.00 plus \$936.00 4% reimbursable. **A total of Twenty-four Thousand, Three Hundred and Forty-Four Dollars (\$24,344).** See Exhibit A.

District shall pay Architect per Exhibit "D" in the Master Agreement.

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.

[SIGNATURES ON THE FOLLOWING PAGE]

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:  09CA0EB1F690455... Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u>	Architect HMC Architects By:  8FE5845BB47A43F... Name: <u>Brian Meyers</u> Title: <u>Principal / Pre-K Leader</u>
---	---

DS
MN

December 23, 2022

Ms. Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
31350 Rancho Vista Road,
Temecula, CA 92592

Re: Proposal/Agreement for Playground / Play Structures
HMC #3210019000 Garden Grove ES

Dear Lori:

HMC Group (HMC) is pleased to submit this Proposal/Agreement to provide Architectural and Engineering Services for the above-mentioned projects.

A. Scope of Services:

1. Garden Grove Elementary School

A new playground will be designed to be located directly adjacent to, and on the West side of the existing playground, which is located south of the main campus buildings. This will extend the size of the existing playground.

- The existing concrete curb on the West side of the existing playground will be removed and the new rubberized playground surface will be installed to match the existing surface and will be patched to match the existing, if possible. An alternative may be to provide all new playground surface if the existing cannot be matched.
- The existing subsurface irrigation system shall be modified as required to accommodate the new playground.

HMC Architects will:

- Coordinate with the Equipment manufacturer to incorporate specific layout, measurement, and construction details for the DSA drawings.
- Obtain full DSA review, approval, and certification for the proposed project., including any necessary improvements required for path of travel or accessibility requirements.
- Provide any services related to permits which may be required by the local water department for modification of existing reclaimed water irrigation lines.
- Assist with the bidding phase, will conduct a pre-bid walk at the site, if required, and respond to Contractor RFI's.
- Provide assistance during construction, approving shop drawings and submittals, as well as responding to construction related RFI's and issues.

- Review Payment application and process appropriate construction change orders or directives as may be required.
- Provide up to (Two) site visits to confirm installed shade structures comply with DSA approved plan
- Prepare and submit DSA close-out forms

B. Compensation:

1. HMC will provide the Basic Services outlined in the Scope of Services for a fee of Twenty-Three Thousand Four Hundred Eight Dollars (\$23,408).

C. Assumptions and Exclusions:

1. The District shall provide any site survey information needed for the design of the Projects.
2. Closeout of uncertified DSA A#'s will require an Additional Service.
3. The District will notify HMC of the selected playground structures to be used at each of the project sites. Information must be received within a timely manner to meet the requested schedule.
4. Site utility work, other than modification of existing underground irrigation systems, is excluded.
5. Agency fees are excluded.
6. Testing and Inspection fees are excluded.
7. Detailed cost estimating is excluded.

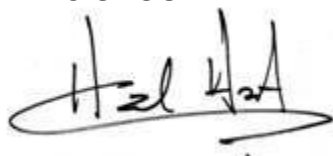
D. Terms and Conditions of This Proposal / Agreement:

1. Terms and Conditions shall be as identified in the Master Agreement for Architectural Services between Simi Valley unified School District and HMC Architects. #003285-374F, dated June 14, 2022.

E. Project Schedule

1. Construction shall be completed during the summer of 2023, prior to the start of the 2023/24 school year. HMC Architect will complete all necessary documents for DSA submittal by March 31, 2023.

Sincerely,
HMC GROUP

A handwritten signature in black ink, appearing to read 'Hal Hart', with a stylized flourish underneath.

Hal Hart
Principal

HMC Group

Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: Garden Grove -Playground - HMC- PAA to Agreement for Architectural.pdf

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Document Pages: 5

Signatures: 2

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Signer Events

Brian Meyers

Brian.Meyers@hmcarchitects.com

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(None)**Signature**

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Electronic Record and Signature Disclosure:

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Maria Nieto

maria.nieto@simivalleyusd.org

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(None)

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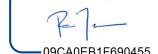
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Ron Todo

ron.todo@simivalleyusd.org

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Envelope Sent	Hashed/Encrypted	12/29/2022 11:47:19 AM
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- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

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

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

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

TITLE: APPROVAL OF AGREEMENT NO. R23-02896 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW INCLUSIVE PLAY EQUIPMENT AT MOUNTAIN VIEW ELEMENTARY SCHOOL

Business & Facilities
Consent #12

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the District. HMC was one of the firms selected.

HMC will provide architectural and engineering services for a scope Schematic through Division of State Architects closeout for architectural and engineering services, including but not limited to the removal of the existing play equipment and installation of new inclusion play equipment, modify the existing site work, parking, and ADA path of travel, as required.

Fiscal Analysis

The Contract Price for the Assigned Project will be:

Contract Fee :	\$19,152.00	
4% Reimbursable	\$ 766.00	
Total Contract	\$19,918.00	Funded by Measure X

Recommendation

It is recommended that the Board of Education approve the HMC Architects agreement R23-02896.

On motion # 90 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Agreement No. R23-02896 with HMC Architects.

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

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R23-02896
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #003285-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and HMC Architects ("Architect") as of *January 17, 2023*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("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; and

Whereas, this PAA shall be considered attached to and incorporated into the Agreement as the Parties desire to identify a particular Project that will be completed pursuant to the terms of the Agreement.

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

Assigned Project Description. The Assigned Project is described as follows: Schematic through Division of State Architects closeout for architectural and engineering services for a scope, including but not limited to the removal of the existing play equipment and installation of new inclusion play equipment modify the existing site work, parking, and ADA path of travel, as required, at Mountain View Elementary School.

1. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is estimated at: \$237,349.00.

2. Assigned Project Basic Services. The Basic Services Phases for the Assigned Project are:

Schematic Design
Design Development
Construction Documents
DSA Plan Check
Bidding
Construction
DSA Close Out

3. 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; Civil, Landscape, Irrigation, as required Design Consultants –As required

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

Basic Services Phases	Start Date
Schematic Design	February 2023
Design Development	February 20223
Construction Documents	March 2023
DSA Plan Check	May 2023
Bidding	TBD
Construction	TBD
DSA Close Out	December 2023

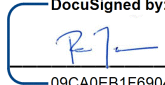
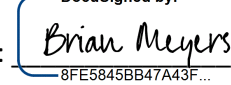
5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be a Fixed Fee of \$19,152.00 plus \$766.00 4% reimbursable. **A total of Nineteen Thousand, Nine Hundred and Eighteen Dollars (\$19,918).** See Exhibit A.

District shall pay Architect per Exhibit "D" in the Master Agreement.

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.

[SIGNATURES ON THE FOLLOWING PAGE]

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:  DocuSigned by: 09CA0EB1F690455... Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u>	Architect HMC Architects By:  DocuSigned by: 8FE5845BB47A43F... Name: <u>Brian Meyers</u> Title: <u>Principal / Pre-K Leader</u>
---	---

DS


December 23, 2022

Ms. Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
31350 Rancho Vista Road,
Temecula, CA 92592

Re: Proposal/Agreement for Playground / Play Structures
HMC #3210020000 Mountain View ES

Dear Lori:

HMC Group (HMC) is pleased to submit this Proposal/Agreement to provide Architectural and Engineering Services for the above-mentioned projects.

A. Scope of Services:

1. Mountain View Elementary School • The existing surface material will be removed and replaced with new rubberized material, to meet district specifications.

The existing playground structures, located on the Northeast side of the campus, adjacent to the ground mounted solar panels, will be removed and replaced with new playground structures.

HMC Architects will:

- Coordinate with the Equipment manufacturer to incorporate specific layout, measurement, and construction details for the DSA drawings.
- Obtain full DSA review, approval, and certification for the proposed project., including any necessary improvements required for path of travel or accessibility requirements.
- Provide any services related to permits which may be required by the local water department for modification of existing reclaimed water irrigation lines.
- Assist with the bidding phase, will conduct a pre-bid walk at the site, if required, and respond to Contractor RFI's.
- Provide assistance during construction, approving shop drawings and submittals, as well as responding to construction related RFI's and issues.

- Review Payment application and process appropriate construction change orders or directives as may be required.
- Provide up to (Two) site visits to confirm installed shade structures comply with DSA approved plan
- Prepare and submit DSA close-out forms

B. Compensation:

1. HMC will provide the Basic Services outlined in the Scope of Services for a fee of Nineteen Thousand One Hundred and Fifty-Two Dollars (\$19,152).

C. Assumptions and Exclusions:

1. The District shall provide any site survey information needed for the design of the Projects.
2. Closeout of uncertified DSA A#'s will require an Additional Service.
3. The District will notify HMC of the selected playground structures to be used at each of the project sites. Information must be received within a timely manner to meet the requested schedule.
4. Site utility work, other than modification of existing underground irrigation systems, is excluded.
5. Agency fees are excluded.
6. Testing and Inspection fees are excluded.
7. Detailed cost estimating is excluded.

D. Terms and Conditions of This Proposal / Agreement:

1. Terms and Conditions shall be as identified in the Master Agreement for Architectural Services between Simi Valley unified School District and HMC Architects. #003285-374F, dated June 14, 2022.

E. Project Schedule

1. Construction shall be completed during the summer of 2023, prior to the start of the 2023/24 school year. HMC Architect will complete all necessary documents for DSA submittal by March 31, 2023.

Sincerely,
HMC GROUP

A handwritten signature in black ink, appearing to read 'Hal Hart', with a stylized flourish underneath.

Hal Hart
Principal

HMC Group

Certificate Of Completion

Envelope Id: F0F6101C22904345B480077ADAD963A7

Status: Completed

Subject: Complete with DocuSign: Mountain View -Playground -HMC PAA to Agreement for Architectural.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

12/29/2022 11:48:41 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Brian Meyers

Brian.Meyers@hmcarchitects.com

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

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 66.60.157.250

Timestamp

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Viewed: 1/19/2023 1:58:06 PM

Signed: 1/19/2023 1:58:24 PM

Electronic Record and Signature Disclosure:

Accepted: 1/19/2023 1:58:06 PM

ID: 7db0c33c-a55e-42e6-85f4-5da60703f5ab

Maria Nieto

maria.nieto@simivalleyusd.org

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

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

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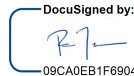
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Ron Todo

ron.todo@simivalleyusd.org

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(None)
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Signature Adoption: Uploaded Signature Image

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Electronic Record and Signature Disclosure:

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ID: eef29563-4a69-49f5-b0e2-7790438ab74b

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	1/20/2023 5:49:08 PM
Completed	Security Checked	1/20/2023 5:49:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

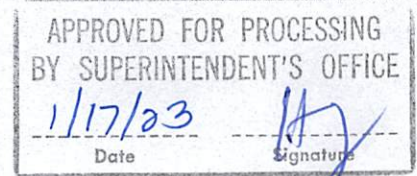
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**TITLE: APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-02042
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF
THE PORTABLE RELOCATION TO THE ROYAL (RANCHO SIMI)
PARK PROJECT**

Business & Facilities
Consent #13

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc. (SPI), is on the list and has proposed an inspector who has the qualifications and experience required for this project.

SPI is the inspector on the Portable Relocation project for the Royal (Rancho Simi) Park project. The original proposal was underestimated, also the scope of inspection had increased due to additional inspection required for the extended construction schedule beyond the original completion date due to delays with the City Fire Alarm and Fire Sprinkler approvals, Southern California Edison power upgrade and weather.

The project has been extended to February 28, 2023.

Fiscal Analysis

\$ 5,440.00 Original Contract
\$ 8,500.00 Amendment #1 Not - To -Exceed
\$13,940.00 Revised Contract, funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Amendment #1 to Agreement No. R22-02042.

On motion # 90 by Trustee Subran, seconded by Trustee LaBelle
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved
Amendment #1 to Agreement No. R22-02042 between Simi Valley Unified School District and
Stephen Payte DSA Inspections, Inc.

Ayes: Pine
Smollen
Subran Noes: 0 Absent: 0 Abstained: 0
LaBelle
Kagdasayan


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

AMENDMENT

Project Name:	Portable Relocation RSRPD Pool	Amendment #	1
Site:	Royal HS / Rancho Simi Park	Board Date:	1/17/2023
To (Consultant):	Stephen Payte DSA Inspection Inc.	Bid #:	B22LS371
Address:	449 West Foothill Blvd. #421 Glendora, CA 91741	Requisition #	R22-02042
		P.O. #:	

THE CONTRACT HAS CHANGED AS FOLLOWS:

The original proposal was underestimated, also the scope of inspection had increased due to additional inspection required for the extended construction schedule beyond the original completion date due to delays with the City Fire Alarm and Fire Sprinkler approvals, Southern California Edison power upgrade and weather.

\$5,440.00 Original Contract

\$8,500.00 Amendment #1

\$13,940.00 Total revised contract, funded with measure X funds.



SimiValleySchools

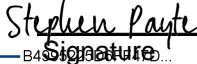

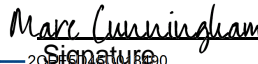
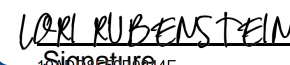

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 5,400.00	Original Contract Start:	Jan-22
Total Prior Change Orders:	\$ -	Original Completion Date:	Mar-22
Contract Sum Prior to this Change Order:	\$ 5,400.00	Total Approved Time Extension to Date:	0
Amount of this Change Order:	\$ 8,500.00	Adjustment per this Change Order:	0
Revised Contract Amount:	\$ 13,900.00	New Completion Date:	February 28, 2023

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

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

<u>Stephen Payte</u> Consultant	DocuSigned by:  Signature <small>B4959B3A6B4...</small>	<u>1/17/2023</u> Date
<u>David Pegg</u> Project Coordinator	DocuSigned by:  Signature <small>50289B3A6B4...</small>	<u>1/17/2023</u> Date
<u>Marc Cunningham</u> Construction Project Manager	DocuSigned by:  Signature <small>20289B3A6B4...</small>	<u>1/18/2023</u> Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature <small>10289B3A6B4...</small>	<u>1/18/2023</u> Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature <small>09289B3A6B4...</small>	<u>1/19/2023</u> Date

DS
DR

Exhibit A

Proposal for Inspection Services

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

December 9, 2022

Please accept this as our request for a proposal extension for Inspection Services for the moving of relocatable buildings from Simi Valley Elementary School to the Royal City Park as described below:

We will continue to provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$85.00 per hour for the duration of the project. It is estimated that this project will require an extra 100 hours of inspection. The extension as stated will have a total cost of \$8,500.

Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time unless otherwise discussed with and agreed upon with Inspector.

As always, we appreciate the continued opportunity to work with Simi Valley Unified School District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com

www.DSAInspections.com

Certificate Of Completion

Envelope Id: 0BA7F08F7AAE4AD088B61932307D5D3E

Status: Completed

Subject: Complete with DocuSign: RHS Portable Relocation, Stephen Payte AMENDMENT #1 R22-02024.pdf

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

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Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Stephen Payte

jtw@dsainpections.com

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

DocuSigned by:



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Viewed: 1/17/2023 3:26:26 PM

Signed: 1/17/2023 3:26:53 PM

Electronic Record and Signature Disclosure:

Accepted: 1/17/2023 3:26:26 PM

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David Pegg

david.pegg@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

Accepted: 1/17/2023 3:31:09 PM

ID: 5337b18f-d30e-474e-9e7b-059b42dc9cea

Marc Cunningham

marc.cunningham@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

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Signed: 1/18/2023 1:01:48 PM

Electronic Record and Signature Disclosure:

Accepted: 1/18/2023 1:00:58 PM

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LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

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

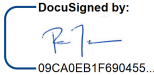


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Ron Todo
 ron.todo@simivalleyusd.org
 Security Level: Email, Account Authentication (None)



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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	1/19/2023 1:17:47 PM

Payment Events	Status	Timestamps
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To advise Simi Valley Unified School District of your new email address

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

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

Required hardware and software

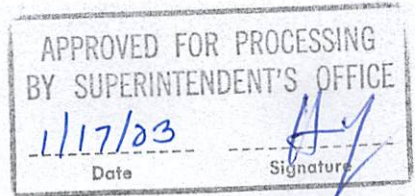
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**TITLE: RATIFICATION OF AMENDMENT #1 TO AGREEMENT NO. R23-00748
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM
DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND
SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT
SYCAMORE ELEMENTARY SCHOOL**

Business & Facilities
Consent #15

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the District. RRM Design Group was one of the firms selected.

RRM Design Group is the architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around Sycamore Elementary School.

The District has request additional service of Construction Administration services and project Close Out.

Fiscal Analysis

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,920.00
Construction Documents:	\$25,700.00
Meetings:	\$ 1,700.00
Architectural Fee:	\$45,970.00
Reimbursables:	\$ 500.00
Amendment #1	\$ 8,250.00
Revised Total Contract:	\$54,720.00 Funded with Measure X funds

Recommendation

It is recommended that the Board of Education ratify the RRM Design Group Amendment #1 to Agreement R23-00748.

On motion # 90 by Trustee Jubran, seconded by Trustee LaBelle
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified the
RRM Design Group Amendment #1 to Agreement R23-00748.

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


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

AMENDMENT

Project Name:	Security Fencing	Amendment #:	1
Site:	Sycamore ES	Board Date:	17-Jan-23
To (Architect):	RRM Design Group	Bid #:	
Address:	3765 S. Higuera Street Suite 102 Luis Obispo, CA 93401	Requisition #:	R23-00748
		P.O. #:	

THE CONTRACT IS CHANGED AS FOLLOWS:

RRM Design Group is the architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around Sycamore Elementary School.

The District has request additional service of Construction Administration services and project Close Out.

See Exhibit A for Fee Only



SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 46,470.00	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ -	Original Completion Date:	April 28, 2023
Contract Sum Prior to this Change Order:	\$ 46,470.00	Total Approved Time Extension to Date:	N/A
Amount of this Change Order:	\$ 8,250.00	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 54,720.00	New Completion Date:	N/A

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

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



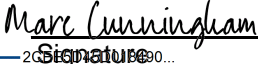


Contractor	Signature	[SimiPCC20118]	Date
JEFF FERBER Architect	DocuSigned by:  Signature		1/5/2023 Date
DESIREE RASK Project Coordinator	DocuSigned by:  Signature		1/9/2023 Date
MARC CUNNINGHAM Construction Project Manager	DocuSigned by:  Signature		1/9/2023 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by:  Signature		1/17/2023 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by:  Signature		1/17/2023 Date



Exhibit A - Fee Only

ADD. SERVICE AUTHORIZATION

Date: January 4, 2023	
Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: Sycamore Elementary Fencing Improvements	Project Number: 0856-01-C117
Work Requested by: Lori Rubenstein	Request Received by: Chris Dufour

Method:

- ☒ Client authorization required
 ☐ Included in contract, authorization not required

Fee Types:

- ☒ Fixed Fee
 ☐ Time & Materials - Estimated Fee

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into a Master Agreement for Architectural Services agreement with the Simi Valley Unified School District (the "Client") dated July 26, 2022 (the "Prime Agreement"). A Purchase Order for the project Sycamore Elementary School Fencing Improvements (the "Project") was issued on August 4, 2022. Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Landscape Architecture

The following construction support tasks are to provide the District basic support for construction of the Sycamore Elementary School fencing improvement project. At this time, it is understood RRM will provide bi-weekly on-site meetings with additional bi-weekly virtual meetings to off-site.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Task X.01: Construction Support Services

The following is a general list of construction support services RRM will provide during the construction period which is anticipated to last until the end of April 2023.

Construction Administration

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to requests for information (RFI), change orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will prepare and issue supplemental instructions, as necessary, to clarify technical details and prepare preliminary and final punch lists.

Construction Site Visits and Virtual Meetings

RRM Landscape Architecture's project manager will visit the site bi-weekly until the end of April (amounts to eight visits) during the construction period. In addition, RRM will attend eight virtual meetings to discuss construction progress and respond to questions.

Deliverables:

- *Construction administration – twelve (12) hours of RFI, CO, and shop drawing coordination*
- *Construction administration – six (6) hours of submittal review*
- *Construction site visits – up to six (6) site visits*
- *Virtual meetings – up to four (4) virtual meetings*

Fixed Fee:

- *\$7,500 (see footnote)*

Task X.03: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format.

Deliverables:

- *Record drawings*

Fixed Fee:

- *\$750 (see footnote)*

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those

**Sycamore Elementary School Fencing Improvements****Add. Service Authorization**

January 4, 2023

3 of 3

described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the previously signed Prime Agreement, Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Cost estimates
- Project phasing
- Project redesign
- Weekly meetings
- DSA review

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Total Estimated Additional Fees	\$8,250
--	----------------

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing Email (Please identify person's name and email address to receive electronic invoices.)

djp\corp\rrm\on-site\0801\0856-01-CI17-Sycamore-ES-Fencing\Project-Management\Contracts\Addendums\Addendum-I Construction Support\ASA-Tasks-X1-X2-ConAdmin-bpd-12-22-22.doc

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Status: Completed

Subject: Complete with DocuSign: Sycamore ES Security Fencing RRM Design- Amendment #1.pdf

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Envelope Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

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bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Jeff Ferber

jferber@rrmdesign.com

Principal

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

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Desiree Rask

desiree.rask@simivalleyusd.org

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Marc Cunningham

marc.cunningham@simivalleyusd.org

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LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

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
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Completed	Security Checked	1/17/2023 4:10:19 PM
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- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

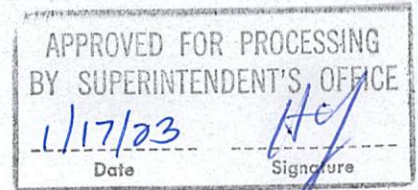
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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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TITLE: APPROVAL OF AGREEMENT NO. R23-02908 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION SERVICES FOR THE NEW MPR CLASSROOM AND KITCHEN BUILDING AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #16

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Simi Valley HS New MPR Classroom and Kitchen Building Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Knowland Construction Services, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

- Preconstruction / Design Phase – January 2023 through December 2023
 - 12 months - Part Time (6 hours per month)
- Construction estimated start date August 2024 completion estimated March, 2026.
 - 18 months construction – Full Time
- Contingency 6 months – Beyond the 18 months construction - Full Time, 1,056 hours

\$446,352.00 Estimated Fee

Actual cost will be based on actual inspection services performed. Said Agreement is attached as Exhibit "A". This is funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement No. R23-02908 for Inspection Services for Simi Valley HS New MPR, Classroom and Kitchen Project.

On motion # 90 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R23-02908 for Inspection Services for Simi Valley HS New MPR, Classroom and Kitchen Project.

Ayes: Prine
Smollen
Jubran
LaBelle
Bagdadyan Noes: 0 Absent: 0 Abstained: 0

AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES PROJECT ASSIGNMENT AMENDMENT

Simi Valley HS – New MPR / Kitchen / Classroom Bldg

AGREEMENT R23-02908

This Project Assignment Amendment (“PAA”) is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. (“Inspector Firm”) as of January 18, 2023.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A22.088 for On-Going Project Inspector Services (“Agreement”) generally establishing terms and conditions for the Project Inspector’s inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Project Inspector agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Division of State Architect Inspector for the Sim Valley High School Quad Renovation Project. The Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Project, unless another inspector is requested by the District. The inspector is to remain consistent throughout the project and cannot be replaced without approval from the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, including but not limited to: Preconstruction services, Phases Schematic through Project Closeout.
3. Project Inspector. The Inspector Firm designates one of the following the Project Inspectors: Dan Alberico or Wayne Quier, for completion of Project Inspector Services for the Assigned Project. The Inspectors cannot be interchanged. The Inspector assigned will remain through the duration of the project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020. The billing is to be monthly.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated four-Hundred and Forty- Six Thousand, Three-Hundred Fifty-Two Dollars (\$446,352.00)** (“Assigned Project Contract Price”) per the attached Proposal from Inspector Firm dated January 3, 2023 (Attachment 2- Option #2 For Fee Only). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.

5. Term of PAA. The District has established the project schedule as follows:

- Preconstruction / Design Phase – January 2023 through December 2023
 - 12 months - Part Time (6 hours per month)
- Construction estimated start date August 2024 completion estimated March, 2026.
 - 18 months construction – Full Time,
- Contingency 6 months – Beyond the 18 months construction - Full Time, 1,056 hours

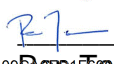
Schedule subject to change.

The actual start date for these inspection services will be based on the successful bid and award of the project. The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment by the District, for the Project Inspector Services provided after expiration of the Construction Time.

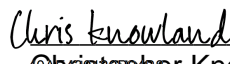
6. Agreement Terms. All terms of the Agreement for Ongoing Services A22.088 are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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  DocuSigned by: 1/18/2023
 Ron Fido
 Associate Superintendent,
 Business & Facilities

“INSPECTOR FIRM”
Knowland Construction Services, Inc.

By:  DocuSigned by: 1/6/2023
 Christopher Knowland
 President

DS
DR

**ATTACHEMENT 1
AGREEMENT A22.088
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES, R22-03653**

PROJECT: Simi Valley HS – Quad Renovation

Project Inspector (Knowland Construction Services, Inc. to designate below)	DSA Certification No.	Hourly Billing Rate	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day) For 2023	\$98.00
		<u>Overtime</u> (authorization by District in advance required) Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	TBD
		<u>Premium Overtime</u> (authorization by District in advance required) Saturdays (more than 8 hours per work day) Sundays Holidays	TBD

Knowland Construction Services**January 3, 2023****PROPOSAL FOR PROJECT INSPECTORS**

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

INSPECTORS: **Wayne Quier / Dan Alberico or other approved KCS Personnel, as required**

PROJECT: **Simi Valley HS – New MRP & Classroom Additions**

DURATION: **Design Phase: Jan 2023 – Dec 2023 (12 months; 6 hours per month) 72 hours total**
Construction Phase: July 2024 – December 2025 (18 months or 3,168 hrs.)
Added Contingency: Additional 6 Months Full-Time (1,056 hours)

RATE: **2023 DSA Class I \$98.00/hour (Design Phase)**
2024 DSA Class I \$101.00/hour (Construction Phase)
2025 DSA Class I \$104.00/hour (Construction Phase)
2026 DSA Class I \$107.00/hr (Construction Phase)
Project Engineer \$79.00/hour

TOTAL ESTIMATE: **Design Phase, Part-Time IOR Services (12 months)**
72 hours @ \$98.00/hr = \$7,056.00

2024 Construction Phase, Full-Time IOR Services
6 months/1056 hours @ \$101.00/hr = \$106,656.00

2025 Construction Phase, Full-Time IOR Services
12 months/2112 hours @ \$104.00/hr = \$219,648.00

***Added Contingency of 6 months Full-Time**
6 months/1056 hours @ \$107.00/hr = \$112,992.00

Option #1 TOTAL ESTIMATE: (12 months design phase (part-time) + 18 months construction phase (full-time) total)
= \$333,360.00

Option#2 TOTAL ESTIMATE: (12 months Design Phase (part-time), 18 months Construction Phase (full-time); 6 month contingency added total) = \$446,352.00

**Hourly Rate increase of \$3 at the start of every January of the construction/ contract period.
National average of workdays in a month: 19-22 workdays. KCS is utilizing the (22) workday count for their proposal calculation. 22 WORKING DAYS/PER MONTH x 8 HOURS/DAY = 176 HOURS PER MONTH, PART-TIME DESIGN PHASE IS CALCULATED BY DIVIDING 176/2 = 88 HOURS*

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Simi Valley Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. Fee schedule shall escalate \$3/hr. each January after the contract is approved. A 2-hour per week

administrative fee will be charged to cover insurance and other overhead costs. If less than 20 hours are billed per week. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.

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

Christopher Knowland

Christopher Knowland – KCS
Knowland Construction Services

Agent – Simi Valley Unified School District
c/o – Lori Rubenstein – Director – Project Mgmt.

Certificate Of Completion

Envelope Id: 4C86C4A4BB72440CBAB0D3CE78517460

Status: Completed

Subject: Complete with DocuSign: SVHS MPR- Knowland- R23-02908 PAA

Source Envelope:

Document Pages: 6

Signatures: 2

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

1/5/2023 3:14:01 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

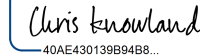
Signer Events

Chris Knowland

chrisk@knowlandinc.com

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

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 24.250.92.66

Timestamp

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Signed: 1/6/2023 7:12:26 AM

Electronic Record and Signature Disclosure:

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

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

Desiree Rask

desiree.rask@simivalleyusd.org

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(None)

Signature Adoption: Pre-selected Style

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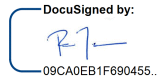
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Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

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Signed: 1/18/2023 4:46:29 PM

Electronic Record and Signature Disclosure:

Accepted: 1/18/2023 4:46:23 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2023 3:21:39 PM
Certified Delivered	Security Checked	1/18/2023 4:46:23 PM
Signing Complete	Security Checked	1/18/2023 4:46:29 PM
Completed	Security Checked	1/18/2023 4:46:29 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

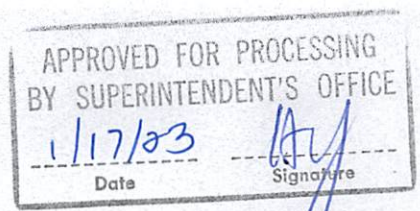
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



**TITLE: AUTHORIZATION TO AWARD BID #B23FS391, BERYLWOOD
ELEMENTARY CLASSROOM RENOVATIONS**

Business & Facilities
Consent #17

January 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Six bids were received on January 6, 2023 for Bid #B23FS391, Berylwood Elementary Classroom Renovations. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Ardalan Construction	\$965,000.00	\$96,500.00	\$1,061,500.00
G2K	\$1,589,000.00	\$158,900.00	\$1,747,900.00
Monet Construction	\$1,347,000.00	\$134,700.00	\$1,481,700.00
Omega Construction	\$1,451,000.00	\$145,100.00	\$1,596,100.00
Pre Con Industries	\$1,144,000.00	\$114,400.00	\$1,258,400.00
SBS Corporation	\$1,208,786.00	\$120,878.60	\$1,329,664.60

Additional information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$1,061,500.00 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #B23FS391, Berylwood Elementary Classroom Renovations, to Ardalan Construction in the amount of \$1,061,500.00.

On a motion # 90 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Berylwood Elementary Classroom Renovations to Ardalan Construction.

AYES: Pine
Smollen
Jubran
LaBelle
Bagdasaryan NOES: 0 Absent: 0 Abstained: 0