Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS
FOR THE
1.18.22 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF RESOLUTION NO. 42-21/22 ADOPTING NEFF CONSTRUCTION, INC FOR AWARD AS THE MASTER LEASE-LEASEBACK CONTRACTOR AT SIMI VALLEY HIGH SCHOOL MODERNIZATION PROJECTS**

Business & Facilities
Action #1

January 18, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On August 17, 2021 the Board of Education adopted the procedures and guidelines for awarding of a Lease Leaseback contract as authorized by Education Code §17406.

The District conducted a Request for Qualifications / Proposal (RFQ/P) for a Lease Leaseback Contractor for Simi Valley High School, on November 30, 2021.

The proposals were received on January 4, 2022. Three (3) RFQ's were received. The District reviewed the responses and conducted interviews, with all three (3) firms, on January 7, 2022.

After scoring the proposals and interviewing the contractors, the District determined that Neff Construction, LLC was the Best Value Contractor for Simi Valley High School.

Fiscal Analysis

No fiscal impact

Recommendation

It is recommended the Board of Education approve Resolution No. 42-21/22, adopting Neff Construction, Inc.as the Lease Leaseback Contractor for Simi Valley High School Modernization Projects.

On motion# 1/2 of Trustee Smollen, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education approved, by a Roll-Call Vote, Resolution No. 42-21/22, adopting Neff Construction, Inc.as the Lease Leaseback Contractor for Simi Valley High School.

Ayes: Smollen, LaBelle, Jubran, Bagdasaryan, Blough Noes: 0 Absent: 0 Abstain: 0

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Simi Valley High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The District received four proposals and after scoring the proposals and interviewing the firms, Neff Construction, Inc. received the highest score, and therefore is the best value to the District.

RESOLUTION NO. 42-21/22

RESOLUTION OF THE BOARD OF EDUCATION OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT APPROVING THE AWARD OF PRECONSTRUCTION AND MASTER LEASE-LEASEBACK SERVICES FOR THE SIMI VALLEY HIGH SCHOOL MODERNIZATION PROJECTS

WHEREAS, the Simi Valley Unified School District ("District") plans to construct the Simi Valley High School Modernization Projects ("Projects") utilizing the lease-leaseback construction delivery method, whereby the District will lease a site that it owns to a contractor who will construct improvements thereon and lease the project and the underlying site back to the District; and

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term; and

WHEREAS, the award of any lease-leaseback contract pursuant to Education Code section 17406 is to be based on a competitive solicitation process to the proposer providing the "best value" to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, pursuant to Education Code section 17400(b)(1), "best value" means a competitive procurement process whereby the selected proposer is selected on the basis of objective criteria for evaluating the qualifications of proposers with the resulting selection representing the best combination of price and qualifications; and

WHEREAS, on August 17, 2021, the District's Board of Trustees adopted Resolution No 09-21/22 setting forth the procedures and guidelines for the award of lease-leaseback contracts; and

WHEREAS, on November 30, 2021, the District issued a Request for Proposal seeking proposals for preconstruction and lease-leaseback construction services for the Simi Valley High School Modernization Projects, which set forth the criteria and scoring of the proposals, including relevant experience, safety record, price proposal, and other criteria specified by the District; and

WHEREAS, on January 4, 2022, the District received three proposals for the Simi Valley High School Modernization Projects and conducted interviews on January 7, 2022; and

WHEREAS, the Proposal Evaluation Committee evaluated the qualifications of the proposals based upon the criteria and evaluation methodology set forth in the RFP, assigned scores

to each proposal, and once the evaluation process was complete, the District determined the proposer with the best value score; and

WHEREAS, based on the Proposal Evaluation Committee's assessment of proposals, Neff Construction, Inc. ("Contractor") achieved the highest best value score; and

WHEREAS, in order to construct the Project using the lease-leaseback delivery method, it is necessary that the District enter into a site lease, in which the site will be leased to the Contractor; a sublease which provides for the sublease of the site and the lease of the project by the Contractor back to the District; and a construction services agreement that contains construction provisions with which Contractor shall comply with respect to the construction of the Project.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Determination of Best Value Contractor. The Simi Valley Unified School District implemented a Request for Proposals and, in accordance with Education Code section 17406, determined that Neff Construction, Inc. was responsive and received the best value score based on the evaluation of objective criteria contained in the RFP.

Section 3. Award of Preconstruction and Lease-Leaseback Agreement. The District's Board of Education hereby awards of the preconstruction services, and master lease-leaseback contract to Neff Construction, Inc. for the Projects. The Master Lease-Leaseback Agreement which includes the Master Site Lease, Master Sublease, and Master Construction Services Agreement were included in the RFP.

Section 4. Guaranteed Maximum Price. After any preconstruction services are completed, and subcontractors are selected by Neff Construction, Inc. for the various projects, the guaranteed maximum price and contingencies for the various projects shall be negotiated and finalized for the various projects. The District's Board of Education must approve the final guaranteed maximum price prior to the start of any construction work on the various projects.

Section 5. Other Acts; Delegation. The District's Board of Trustees hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed to carry out the intent of this Resolution. Said delegation shall be valid until otherwise rescinded by the Board.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Simi Valley Unified District this 18 day of Jan., 2022, by the following vote:

AYES: Smollen, LaBelle, Luban, Bagdasaryan + Blough

NOES: 0

ABSENT: 0

ABSTAINED: 0

I, Scott Blough, President of the Simi Valley Unified School District Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President of the Board of Education
Simi Valley Unified School District

I, Sofya Bagdasaryan, Clerk of the Board of Education of the Simi Valley Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Simi Valley Unified School District at a regular meeting thereof held on the 18 day of Jan., 2022, by the following forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Simi Valley Unified School District this 18 day of Jan, 2022.

Clerk of the Board of Education
Simi Valley Unified School District

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF RESOLUTION NO. 43-21/22 ADOPTING BALFOUR BEATTY CONSTRUCTION, LLC. FOR AWARD AS THE MASTER LEASE-LEASEBACK CONTRACTOR AT ROYAL HIGH SCHOOL MODERNIZATION PROJECTS**

Business & Facilities
Action #2

January 18, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On August 17, 2021 the Board of Education adopted the procedures and guidelines for awarding of a Lease Leaseback contract as authorized by Education Code §17406.

The District conducted a Request for Qualifications / Proposal (RFQ/P) for a Lease Leaseback Contractor for Royal High School, on November 30, 2021.

The proposals were received on January 4, 2022. Four (4) RFQ's were received. The District reviewed the responses and conducted interviews, with all four (4) firms, on January 7, 2022.

The District determined that Balfour Beatty Construction, LLC was the Best Value Contractor for Royal High School.

Fiscal Analysis

No fiscal impact

Recommendation

It is recommended the Board of Education approve Resolution No. 43-21/22, adopting of Balfour Beatty Construction, LLC as the Master Lease Leaseback Contractor for Royal High School Modernization Projects.

On motion# 113, of Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by a Roll-Call Vote, Resolution No. 43-21/22 adopting Balfour Beatty Construction, LLC as the Lease Leaseback Contractor for Royal High School.

Ayes: Smollen, LaBelle, Jubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstain: 0

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Royal High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The District received four proposals and after scoring the proposals and interviewing the firms, Balfour Beatty Construction, LLC received the highest score, and therefore is the best value to the District.

RESOLUTION NO. 43-21/22

RESOLUTION OF THE BOARD OF EDUCATION OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT APPROVING THE AWARD OF PRECONSTRUCTION AND MASTER LEASE-LEASEBACK SERVICES FOR THE ROYAL HIGH SCHOOL MODERNIZATION PROJECTS

WHEREAS, the Simi Valley Unified School District ("District") plans to construct the Royal High School Modernization Projects ("Projects") utilizing the lease-leaseback construction delivery method, whereby the District will lease a site that it owns to a contractor who will construct improvements thereon and lease the project and the underlying site back to the District; and

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term; and

WHEREAS, the award of any lease-leaseback contract pursuant to Education Code section 17406 is to be based on a competitive solicitation process to the proposer providing the "best value" to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, pursuant to Education Code section 17400(b)(1), "best value" means a competitive procurement process whereby the selected proposer is selected on the basis of objective criteria for evaluating the qualifications of proposers with the resulting selection representing the best combination of price and qualifications; and

WHEREAS, on August 17, 2021, the District's Board of Trustees adopted Resolution No 09-21/22 setting forth the procedures and guidelines for the award of lease-leaseback contracts; and

WHEREAS, on November 30, 2021, the District issued a Request for Proposal seeking proposals for preconstruction and lease-leaseback construction services for the Royal High School Modernization Projects, which set forth the criteria and scoring of the proposals, including relevant experience, safety record, price proposal, and other criteria specified by the District; and

WHEREAS, on January 4, 2022, the District received four proposals for the Royal High School Modernization Projects and conducted interviews on January 7, 2022; and

WHEREAS, the Proposal Evaluation Committee evaluated the qualifications of the proposals based upon the criteria and evaluation methodology set forth in the RFP, assigned scores

to each proposal, and once the evaluation process was complete, the District determined the proposer with the best value score; and

WHEREAS, based on the Proposal Evaluation Committee's assessment of proposals, Balfour Beatty Construction, LLC ("Contractor") achieved the highest best value score; and

WHEREAS, in order to construct the Project using the lease-leaseback delivery method, it is necessary that the District enter into a site lease, in which the site will be leased to the Contractor; a sublease which provides for the sublease of the site and the lease of the project by the Contractor back to the District; and a construction services agreement that contains construction provisions with which Contractor shall comply with respect to the construction of the Project.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Determination of Best Value Contractor. The Simi Valley Unified School District implemented a Request for Proposals and, in accordance with Education Code section 17406, determined that Balfour Beatty Construction, LLC was responsive and received the best value score based on the evaluation of objective criteria contained in the RFP.

Section 3. Award of Preconstruction and Lease-Leaseback Agreement. The District's Board of Education hereby awards of the preconstruction services, and master lease-leaseback contract to Balfour Beatty Construction, LLC for the Projects. The Master Lease-Leaseback Agreement which includes the Master Site Lease, Master Sublease, and Master Construction Services Agreement were included in the RFP.

Section 4. Guaranteed Maximum Price. After any preconstruction services are completed, and subcontractors are selected by Balfour Beatty Construction, LLC for the various projects, the guaranteed maximum price and contingencies for the various projects shall be negotiated and finalized for the various projects. The District's Board of Education must approve the final guaranteed maximum price prior to the start of any construction work on the various projects.

Section 5. Other Acts; Delegation. The District's Board of Trustees hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed to carry out the intent of this Resolution. Said delegation shall be valid until otherwise rescinded by the Board.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Simi Valley Unified District this 18 day of Jan., 2022, by the following vote:

AYES: Smollen, LaBelle, Jubran, Bagdasaryan + Blough

NOES: 0

ABSENT: 0

ABSTAINED: 0

I, Scott Blough, President of the Simi Valley Unified School District Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President of the Board of Education
Simi Valley Unified School District

I, Sorya Bagdasaryan, Clerk of the Board of Education of the Simi Valley Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Simi Valley Unified School District at a regular meeting thereof held on the 18 day of Jan., 2022, by the following forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Simi Valley Unified School District this 18 day of Jan., 2022.

Clerk of the Board of Education
Simi Valley Unified School District

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. R22-02573 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE NEW TOILET ROOM AT KNOLLS ELEMENTARY SCHOOL**

Business & Facilities
Consent #7

January 18, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District requires inspection services on an as-needed basis at the new toilet room in an existing portable project at Knolls Elementary School. These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc.

Fiscal Analysis

Project	**Estimated Cost**
Knolls ES New Toilet Room Project	**$2,720.00**

Actual cost will be based on actual inspection services performed. Said Agreement is attached as Exhibit "A". These services are based on a billing rate of $85.00 per hour, and will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement No. R22-02573 Between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. for Inspection Services for Knolls ES New Toilet Room Project.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-02573 Between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. for Inspection Services for the Knolls ES New Toilet Room Project.

Ayes: Smollen, LaBelle, Jubran, Bagdasaryan, Blough Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT R22-02573

INSPECTION SERVICES

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 18, 2022.**

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 Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the 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 the Project Inspector for the installation of a toilet room in an existing portable at Knolls Elementary School.**

2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Inspector Services for the Assigned Project set forth in the Agreement.

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated December 21, 2021 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Inspector for this Assigned Project. The hourly billing rate of $85.00 per hour for the on-site inspection work by the Project Inspector designated for the Assigned Project is not subject to adjustment. This inspection will occur on an as-needed basis.

4. Assigned Project Contract Price. The Contract Price for completing Inspector Services for the Assigned Project is an **estimated total amount of Two Thousand Seven Hundred and Twenty-Dollars ($2,720.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for the Inspector designated for the Assigned Project to complete Inspector Services, multiplied by the applicable hourly rate. Billings for Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of 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 Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Inspector Services. The Assigned Project Contract Price is not subject to adjustment, expect as provided in Paragraph 5 of this PAA.

5. Term of PAA. The District has established approximately February 2022 through April 2022 for the Contractor to complete construction of the project ("Construction Time"). 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	"Inspector Firm" Stephen Payte DSA Inspections, Inc.
By: _____ Ron Todo Associate Superintendent, Business & Facilities	By: _____ Stephen K. Payte Vice President

EXHIBIT 2 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02573 FOR PROJECT INSPECTOR SERVICES
PROJECT: Knolls Toilet Room Project

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	Straight Time Mondays-Fridays (up to 8 hours per work day)	$85.00
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	$123.00
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	$164.00
		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	
		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	

EXHIBIT "A"

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT R22-02573

INSPECTION SERVICES

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 18, 2022.**

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 Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the 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 the Project Inspector for the installation of a toilet room in an existing portable at Knolls Elementary School.**

2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Inspector Services for the Assigned Project set forth in the Agreement.

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated December 21, 2021 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Inspector for this Assigned Project. The hourly billing rate of $85.00 per hour for the on-site inspection work by the Project Inspector designated for the Assigned Project is not subject to adjustment. This inspection will occur on an as-needed basis.

4. Assigned Project Contract Price. The Contract Price for completing Inspector Services for the Assigned Project is an **estimated total amount of Two Thousand Seven Hundred and Twenty-Dollars ($2,720.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for the Inspector designated for the Assigned Project to complete Inspector Services, multiplied by the applicable hourly rate. Billings for Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of 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 Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Inspector Services. The Assigned Project Contract Price is not subject to adjustment, expect as provided in Paragraph 5 of this PAA.

5. Term of PAA. The District has established approximately February 2022 through April 2022 for the Contractor to complete construction of the project ("Construction Time"). 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	"Inspector Firm" Stephen Payte DSA Inspections, Inc.
By: DocuSigned by: 09CA0EB1F690455... _____	By: DocuSigned by: 9AB85D9832704D1... _____
Ron Toda Associate Superintendent, Business & Facilities	Stephen R. Payte Vice President

DS

EXHIBIT 2 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02573 FOR PROJECT INSPECTOR SERVICES
PROJECT: Knolls Toilet Room Project

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	Straight Time Mondays-Fridays (up to 8 hours per work day)	$85.00
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	$123.00
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	$164.00
		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	
		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	

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APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: RATIFICATION OF AGREEMENT NO. R22-02216 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NATIONAL ROOFING CONSULTANTS, INC. FOR THE INSPECTION OF THE ROOFING REPLACEMENT FOR THE MULTIPURPOSE BUILDING PROJECT AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #8

January 18, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The roof at the Multipurpose Building at Royal High School is in desperate need of replacement. The scope of the work for the Roof Replacement, for the Multipurpose Building Project includes removal and replacement of all existing roof material and flashing.

Because the roofing is a specialized field of construction, the District needs to contract with a waterproofing and inspection professional to conduct inspection and quality assurance on behalf of the District.

A proposal from National Roofing Consultants, Inc. was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is a $9,550.00.
Agreement R22-02216 is attached as Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for National Roofing Consultants, Inc. at Royal High School.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote the Ratification Of Agreement No. R22-02216.

Ayes: Smollen, LaBelle, Jubran, Bagdasaryan, Blough Noes: 0 Absent: 0 Abstained: 0

Exhibit A

Agreement No. R22-02216
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Royal High School MPR Renovation Project

Dated: November 12, 2021

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 12 day of November 2021 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Consultant shall commence providing services under this Agreement on November 12, 2021 and will diligently perform as required through the end of DSA project closeout, 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:

   X Signed Agreement
   X Non-collusion Declaration
   X Workers' Compensation Certification
   X Criminal Background Investigation / Fingerprinting Certification
   X Drug-Free Workplace Certification
   X Tobacco-Free Environment Certification
   X Disabled Veteran Business Enterprise Participation Certification
   X Insurance Certificates and Endorsements
   X Iran Contracting Act Certification

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed nine thousand, five hundred and fifty Dollars ($9,550.00). 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** "B." If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   4.4. 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.

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. **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.

11. **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.

12. **Termination.**

    12.1. **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.

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

        12.2.1. material violation of this Agreement by Consultant; or

        12.2.2. 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.

13. **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.

14. **Insurance.**

14.1. 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. Please see the attached Instructions for the Certificate of Insurance and Additional Insured Endorsements for a detailed list of endorsements that we accept.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
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

14.1.1. **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.)

14.1.2. **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.

14.1.3. **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.

14.2. **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:

14.2.1. 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."

14.2.2. 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.

14.2.3. 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.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **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.

15. **Assignment.** Consultant shall not assign the obligations of Consultant pursuant to this Agreement.

16. **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.

16.1. **LABOR CODE REQUIREMENTS**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

17. **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.

18. **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.

19. **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).

20. **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:

    20.1. All site visits shall be arranged through the District;

    20.2. 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;

    20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    20.6. 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.

21. **Disabled Veteran Business Enterprises**. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in

conjunction with this Agreement, if applicable.

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:	Consultant:
Simi Valley Unified School District	National Roofing Consultants, Inc.
101 W. Cochran Street	118 Lincoln Ave
Simi Valley, CA 93065	Pomona, California 91767
Fax: N/A	Fax: 909-620-6068
Email: lori.rubenstein@simivalleyusd.org	Email: mark@nrcroof.com
ATTN: Lori Rubenstein, Bond Program Manager	ATTN: Mark Clonts

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

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed 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: November 12, 2021

Simi Valley Unified School District

By: _____

Print Name: Ron Todo
Print Title: Associate Superintendent Business & Facilities

Dated: November 12, 2021

National Roofing Consultants, Inc

By: _____

Print Name: Mark Clonts

Print Title: President

Information regarding Consultant:

License No.: N/A

Registration No.: 1000037986

Address: 118 Lincoln Ave.
Pomona, CA 91767

Telephone: 909-620-0177

Facsimile: 909-620-6068

E-Mail: Mark.nrcroof.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-3535855:
Employer Identification and/or Social Security Number

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

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

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

Consultant shall provide all special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Royal High School	1402 Royal Ave Simi Valley, CA 93065	MPR Renovation Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTIONS

1. CONSULTANT'S SCOPE OF SERVICES

1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-2 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only. **Completion of DSA Forms Not Applicable to this Project.**

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement. **Not Applicable to this project.**

1.2 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

2.1 The Consultant is personally responsible for verifying whether every aspect of the work that he or she is responsible to inspect complies with DSA approved documents.

2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.

2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents that do not require the approval of DSA.

2.3.1.2 Coordinate with testing laboratory for any sampling and testing requirements. Coordinate with project inspector on the interface of the work inspected with other aspects of the work.

2.3.1.3 Verify that all materials, existing conditions, tools, consumables, formwork, shoring and other items that may affect working conditions meet requirements of DSA approved documents. Verify that construction workers are appropriately certified when required

2.3.1.4 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.3.3.4 **Special Inspection Verified Reports.** Consultant shall submit verified reports on Form DSA-292, or current version, in accordance with Title 24, Part 1, Section 4-336. When more than one special inspector shares responsibility for inspecting a specific facet of construction, each special inspector shall clearly describe the portions of the construction that he or she inspected in detail on Form DSA-292, or current version.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period between inspections varies for different type of work, the pace of the construction, the number of workers, the quality

of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.2 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.3 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 **ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS**

3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.

3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.4.3 DSA 152 Inspection Card Manual.

4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

EXHIBIT "B"
CONSULTANTS PROPOSAL

Consultant's entire proposal is NOT made part of this Agreement.

Please see Consultant's proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.

EXHIBIT "C"
CERTIFICATIONS / DECLARATIONS

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ___ day of _____, 20___ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part 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 by 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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code, which 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 the Work of this Contract.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Simi Valley USD Contract **# R22-02216** between **Simi Valley Unified School District** ("District") and **National Roofing Consultants** ("Consultant") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Consultant or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all Consultants on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Consultant shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person's or organization's policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Simi Valley USD Contract # R22-02216** between **Simi Valley Unified School District** ("District") and **National Roofing Consultants** ("Consultant") ("Contract" or "Project").

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

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 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 on the Project site.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FINGERPRINT CERTIFICATE

I, _____, am the _____ of
(Print Name) (Title)

_____. 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 # ➡ [ ] ⬅ **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 _____ this ____ day of _____, 20_____.
(City and State)

_____ _____
(Signature) (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

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.

_____

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DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: **R22-02216,** Site: **Royal High School**, 1402 Royal Ave. Simi Valley, CA 93065, _between

Simi Valley Unified School District ("District") and **National Roofing Consultants**

("Consultant" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps consultant took to solicit DVBE participation in conjunction with this Contract.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. ☐ Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. ☐ Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. ☐ **NOT** disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. ☐ Unable to meet the required participation goals	Complete all of this Certification form	

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. DGS, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov			*
B. DVBE Organization (List)			*
C. Other			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE...	THEN...	AND...
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB
was **NOT** selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column
did not respond to your solicitation	Check the "NO RESPONSE" column.	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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:

- 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 (financialstrength: 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 $1,000,000.00.
  6. Personal and Advertising Injury limit must be at least $1,000,000.00.
  7. General Aggregate limit must be at least $2,000,000.00.
  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.
  - 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, itsgoverning 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 regulatoryagencies)
- DESCRIPTION OF OPERATIONS **District prefers** certificate be applicable to "All operations during the policy period at Simi Valley Unified SchoolDistrict 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, itsgoverning board, officers, agents, employees, and/or volunteers as additional insureds."

Public Works / Contractors

Endorsement		AND Endorsement
391-1006 08 16	SB-146968B (6-16)	None
AB 91 89 (08/07)	ECP 1004 0410	
AP2009US 04-10	EN 0137-0211	
CG 20 10 11 85	G-123127-B	
CG 20 10M 11 85	G-17957-G (01/01)	
CG 20 10R 12/11	HG 00 01 06 05	
CG 20 26 11 85	J6858 102/93-6858 1st edition (10/12)	
CG 72 77 10 15	PPB 304 02 12	
CMP-4786.1	SB-146968-A (01/06)	
CNA 74705XX (01/15)	SPE 0001-0115	
	SS 00 08 04 05	
CNA 75079XX (01/15)	U-GL-2162A CW (02/19)	
CNA 75079XX (10/16)	W433 (09/12)	

Endorsement (Ongoing operations)		Endorsement (Operations completed)
49-0108 (07/11)	ECG 20 596 (04/12) / ECG 20 583 07 04	80-02-8446 (1/15)
80-02-2305 (03-17)	EN0321-0211	AB 9067 12-93
80-02-2367 (05/07)	EPACE101-0814	BP 04 48 07 13 or 01 97
81995 (02/09)	G-140331-D (01/13)	CA 04 44 10 13
AB 918908 07	GBA 105014 1215	CG 20 10M 11 85
ALZ AIE OPWS 00 01 03 18	GLS-448s (02/15)	CG 20 37 07 04
BP 04 50 07 13	HG 00 01 09 16	CG 20 37 10 01
BP 79 96 07 13	ISO 49-0108 07 11	CG 21 54 01 96
BP 80 21 10 15	ISO u156-0310	CG 85 83 04 13
BP 89 05 01 87	L 815 (02/15)	CG T8 04 08 18
CA 990312 05 14	SB146932F (6-16)	ECG 20 598 05 09
CG 20 07 04 13	SCG 20 30 09 07	EN0320-0211
CG 20 10	SS 41 70 06 11	EN0111-0211
CG 20 26	TM 172 10 11	EPACE100-0814
CG 20 33	U156-0310	G-19160-B (11/97)
CG 20 38 04 13	U-GL-1175-F-CW (04/13)	GLS-150s (07/06)
CG 73 23 11 11	U-GL-1177-F-CW (04/13)	SB 146968B (6-16)
CG 7578 (05/15)	VCG 207 (07/09)	SS 41 71 12 19
CG 88 10 04 13	VLCG 2026 07 04	SCIS-BAICOM-1 (10/15)
CNA 71527xx (10/12)	WW433A (02/19)	TM 176 1011
CNA 97587xx (4-2020)		

For Travelers Companies:		AND
CG D3 81 09 07	CG D2 47 04 19	None
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 20 37 10 01 or CG 20 37 07 04
CG D4 17 01 12		

Exhibit B-1
for Fee and Partial Scope Only

NRC

November 11, 2021 P21-256

National Roofing Consultants, Inc. 118 Lincoln Avenue, Pomona, CA 91767 909/620-0177 Fax 909/620-6068

PROPOSAL

CLIENT:
SIMI VALLEY USD
101 W. Cochran St.
Simi Valley, CA 93065

Lori Rubenstein
805.306.4500 x4461
lori.rubenstein@simivalleyusd.org

JOB:
ROYAL HIGH MULTI-PURPOSE REMODEL
1402 Royal Ave.
Simi Valley, CA 93065

WATERPROOFING/ROOFING INSPECTIONS AND FEES

PREVAILING WAGE RATES

2000 **PRE-JOB CONFERENCE - PER TRIP** **FEE $850.00/trip**
CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans. Walk plywood/OSB deck. Check moisture, parapets, low spots, high nails, plywood gaps, seismic straps, drains, flashings, curbs, etc. Discuss roof slope. Verify materials, including warranty, and any other items for new roof application. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

2010 **INSPECTIONS** **FEE $700.00/ea. x 10 inspections**
CLIENT INITIAL _____

Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation. Inspection report(s) will be mailed to the client with monthly/semi-monthly invoice unless otherwise requested. Inspection can be provided during roofing, decking or waterproofing application. NRC or on site representative must be notified in advance of any schedule changes. Lack of notification subject to penalty of half inspection rate, back charged to applicator (owner is responsible to back charge). Time and one half will be charged for hours over eight (8) in a day and for weekend/holiday work.

2030 **FINAL INSPECTION/PUNCH LIST - PER TRIP** **FEE $850.00/trip x 2 trips**
CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion. Check all surfaces of finished roof, parapets, flashings, etc. Also check other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc.

ESTIMATED TOTAL INSPECTION FEES **$9,550.00**
Based upon one (1) pre-job, ten (10) inspections, and two (2) finals, the total cost will be $9,550.00, as quoted. The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work in excess of 8 hours/day, 40 hours/week or weekends/holidays.

THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

INSURANCE

National Roofing Consultants, Inc. (hereafter NRC), carries general liability, automobile and State-required worker's compensation insurance policies. Certificates of insurance are available for all policies. Requests for naming the owner, client, contractor, etc. as additional insured on NRC insurance policies shall be made before start of work. Payment for NRC services shall not be withheld due to lack of additional insured if it was not requested until after the start of work.

TERMS

Signed proposal/contract shall be on file with NRC before paperwork is released. Verbal report is available upon request after completion of inspection. Payment in full of all invoices is expected from the client who signs the contract/proposal. As a consulting firm, NRC provides no materials or construction labor, is not a licensed contractor, is not a sub-contractor, and therefore is **not subject to retention of funds**. NRC shall exercise normal collection procedures if payment is late. The client shall be responsible for prompt payment of all invoices, regardless of financial arrangements they have with any other parties. Payment terms are as follows: Net 30, with invoices unpaid after 30 days being subjected to 18% interest per annum (or 1.5% interest per month). Because NRC also strives to keep overhead low, if a license is required for any job in a city for which NRC does not already hold one, it shall be added to the bill. Return visits to the job after completion shall impose further costs based upon regular NRC fee schedules.

LIABILITY AND INDEMNITY

NRC does not assume responsibility for safety regulations, for permits, licenses, building department inspection, financial integrity of contractor(s), his insurance coverage or integrity of the structure itself. Client agrees that in accordance with generally accepted construction practices, construction contractor shall be required to assume sole and complete responsibility for job site safety of all persons and property.

NRC does not perform "hands on" work but only inspection, and receives proportionately far less remuneration than the sub-contractor or general contractor; therefore, NRC shall not be held liable for those items, which are their (the general and the sub-contractor(s)) responsibilities, i.e. workmanship, leakage, water damage and specification compliance, etc. Client agrees to defend, indemnify and hold NRC harmless from any and all liability, real or alleged, in connection with the performance of services on this project. All claims, including those for negligence or any other cause whatsoever, shall be deemed waived unless submitted in writing and received by NRC within one (1) year after National Roofing Consultants' completion of services. Client agrees to compensate NRC $225/hour for additional time including depositions, subpoenas, additional reports, etc.

NRC shall not be held liable in any manner whatsoever for its own or its employees words or actions, for claims arising from error, omission or professional negligence; for any and all damages, including but not limited to any or all costs, attorney fees, litigation expenses, judgments, overrun costs, et cetera, which exceed fees received by NRC.

ACCEPTANCE OF PROPOSAL/CONTRACT

Client agrees to accept services proposed by NRC with regard to the referenced job as outlined herein, by authorized signature below. A signed and dated copy of this document shall be considered a contract. If the client writes a separate contract, this document shall be made a part of that contract. This document shall be signed and returned to the NRC office before work begins. This contract/proposal may be canceled by either party if terms of the contract or the work are not acceptable. Fax transmission of signed document is acceptable for start of work, but hard copy with original signature shall be mailed as the formal contract.

SIMI VALLEY USD	NATIONAL ROOFING CONSULTANTS, INC.
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____ / _____	_____ / _____
Title Date	Title Date

DocuSign Envelope ID: E10E367D-BDFD-4E5F-A280-EB7F013ABB77

Agreement No. R22-02216
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Royal High School MPR Renovation Project

Dated: November 12, 2021

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 12 day of November 2021 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on November 12, 2021 and will diligently perform as required through the end of DSA project closeout, 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:

   X Signed Agreement
   X Non-collusion Declaration
   X Workers' Compensation Certification
   X Criminal Background Investigation / Fingerprinting Certification
   X Drug-Free Workplace Certification
   X Tobacco-Free Environment Certification
   X Disabled Veteran Business Enterprise Participation Certification
   X Insurance Certificates and Endorsements
   X Iran Contracting Act Certification

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed nine thousand, five hundred and fifty Dollars ($9,550.00). 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 "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

   Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

   8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

   8.3. **District Approval**. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **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.

11. **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.

12. **Termination**.

    12.1. **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.

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

        12.2.1. material violation of this Agreement by Consultant; or

        12.2.2. 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.

13. **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.

14. **Insurance**.

14.1. 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. Please see the attached Instructions for the Certificate of Insurance and Additional Insured Endorsements for a detailed list of endorsements that we accept.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
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

14.1.1. **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.)

14.1.2. **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.

14.1.3. **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.

14.2. **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:

14.2.1. 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."

14.2.2. 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.

14.2.3. 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.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **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.

15. **Assignment**. Consultant shall not assign the obligations of Consultant pursuant to this Agreement.

16. **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.

16.1. **LABOR CODE REQUIREMENTS**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

17. **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.

18. **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.

19. **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).

20. **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:

    20.1. All site visits shall be arranged through the District;

    20.2. 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;

    20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    20.6. 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.

21. **Disabled Veteran Business Enterprises**. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in

conjunction with this Agreement, if applicable.

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:	**Consultant:**
Simi Valley Unified School District	National Roofing Consultants, Inc.
101 W. Cochran Street	118 Lincoln Ave
Simi Valley, CA 93065	Pomona, California 91767
Fax: N/A	Fax: 909-620-6068
Email: lori.rubenstein@simivalleyusd.org	Email: mark@nrcroof.com
ATTN: Lori Rubenstein, Bond Program Manager	ATTN: Mark Clonts

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

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed 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: November 12, 2021

Simi Valley Unified School District

By: DocuSigned by: 09CA0EB1F690455...

Print Name: Ron Todo

Print Title: Associate Superintendent Business & Facilities

Dated: November 12, 2021

National Roofing Consultants, Inc

By: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Print Title: President

Information regarding Consultant:

License No.: N/A

Registration No.: 1000037986

Address: 118 Lincoln Ave.
Pomona, CA 91767

Telephone: 909-620-0177

Facsimile: 909-620-6068

E-Mail: Mark@nrcroof.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-3535855:
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.

Consultant shall provide all special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Royal High School	1402 Royal Ave Simi Valley, CA 93065	MPR Renovation Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTIONS

1. CONSULTANT'S SCOPE OF SERVICES

1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-2 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only. **Completion of DSA Forms Not Applicable to this Project.**

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement. **Not Applicable to this project.**

1.2 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

2.1 The Consultant is personally responsible for verifying whether every aspect of the work that he or she is responsible to inspect complies with DSA approved documents.

2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.

2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents that do not require the approval of DSA.

2.3.1.2 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period between inspections varies for different type of work, the pace of the construction, the number of workers, the quality

2.4.2 of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.3 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.4 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.

3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.4.3 DSA 152 Inspection Card Manual.

4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

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EXHIBIT "B"
CONSULTANTS PROPOSAL

Consultant's entire proposal is NOT made part of this Agreement.

Please see Consultant's proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.

DocuSign Envelope ID: E10E367D-BDFD-4E5F-A280-EB7F013ABB77

EXHIBIT "C"
CERTIFICATIONS / DECLARATIONS

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the President (Title) of National Roofing Consultants, Inc. (Bidder Name),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ___ day of _____, 20___ at City, State (City, State).
12/1/2021 | 11:33 AM PST

Proper Name of Bidder: National Roofing Consultants, Inc.

Signature: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Title: President

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part 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 by 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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code, which 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 the Work of this Contract.

Date: 12/1/2021 | 11:33 AM PST

Proper Name of Consultant: National Roofing Consultants, Inc.

Signature: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Simi Valley USD Contract **# R22-02216** between **Simi Valley Unified School District** ("District") and **National Roofing Consultants** ("Consultant") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Consultant or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all Consultants on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Consultant shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person's or organization's policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 12/1/2021 | 11:33 AM PST

Proper Name of Consultant: National Roofing Consultants, Inc.

Signature: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Title: President

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Simi Valley USD Contract # R22-02216** between **Simi Valley Unified School District** ("District") and **National Roofing Consultants** ("Consultant") ("Contract" or "Project").

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

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 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 on the Project site.

Date: 12/1/2021 | 11:33 AM PST

Proper Name of Consultant: National Roofing Consultants, Inc.

Signature: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Title: President

END OF DOCUMENT

FINGERPRINT CERTIFICATE

I, Mark Clonts (Print Name), am the President (Title) of National Roofing Consultants, Inc. (Entity/Contractor Name). I declare, state, and certify all of the following:

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 # → ORI Number ← **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 Pomona, CA (City and State) this 12/1/2021 | 11:33 AM PST day of _____, 20_____.

DocuSigned by:
Mark Clonts
6A411F835B9A45E...

Mark Clonts
(Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

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.

Fingerprinted Staff Member's Name #1 _____

Fingerprinted Staff Member's Name #2 _____

Fingerprinted Staff Member's Name #3 _____

Fingerprinted Staff Member's Name #4 _____

Fingerprinted Staff Member's Name #5 _____

_____

_____

_____

_____

_____

_____

_____

DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: **R22-02216,** Site: **Royal High School**, 1402 Royal Ave. Simi Valley, CA 93065, between

Simi Valley Unified School District ("District") and **National Roofing Consultants**

("Consultant" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps consultant took to solicit DVBE participation in conjunction with this Contract.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. ☐ Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. ☐ Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. ☐ **NOT** disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. ☐ Unable to meet the required participation goals	Complete all of this Certification form	

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	**TELEPHONE NUMBER**	**DATE CONTACTED**	**PERSON CONTACTED**
A. DGS, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov			*
B. DVBE Organization (List)			*
C. Other			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	**CHECK ONE**		**DATE OF ADVERTISEMENT**
	TRADE	**FOCUS**	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE…	**THEN…**	**AND…**
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB
was **NOT** selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column
did not respond to your solicitation	Check the "NO RESPONSE" column.	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	**SELECTED**		**REASON NOT SELECTED**	**NO RESPONSE**
	YES	**NO**		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Mark Clonts certify that I am the bidder's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: 12/1/2021 | 11:33 AM PST

Proper Name of Consultant: National Roofing Consultants, Inc.

Signature: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Title: President

END OF DOCUMENT

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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:

- 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 (financialstrength: 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 $1,000,000.00.
    6. Personal and Advertising Injury limit must be at least $1,000,000.00.
    7. General Aggregate limit must be at least $2,000,000.00.
    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.
  - 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, itsgoverning 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 <u>preferred</u>. 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 **<u>haulers</u>**, pest control, etc.).Limit must be at least $1,000,000.00 each occurrence (or as statutorily mandated by regulatoryagencies)
- DESCRIPTION OF OPERATIONS **<u>District prefers</u>** certificate be applicable to "All operations during the policy period at Simi Valley Unified SchoolDistrict 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, itsgoverning 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 CMP-4786.1 CNA 74705XX (01/15) CNA 75079XX (01/15) CNA 75079XX (10/16)	SB-146968B (6-16) ECP 1004 0410 EN 0137-0211 G-123127-B G-17957-G (01/01) HG 00 01 06 05 J6858 102/93-6858 1st edition (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**

Endorsement (Ongoing operations)		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 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) SB146932F (6-16) SCG 20 30 09 07 SS 41 70 06 11 TM 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) SB 146968B (6-16) SS 41 71 12 19 SCIS-BAICOM-1 (10/15) TM 176 1011

For Travelers Companies:		**AND**
CG D3 81 09 07 CG D3 81 09 15 CG D3 82 09 15 CG D1 05 04 94 CG D2 47 08 05	CG D2 47 04 19 CG D1 44 02 19 CG D2 46 04 19 CG D6 04 02 19 CG TI 00 02 19	None
CG D3 61 03 05 CG D4 17 01 12		CG 20 37 10 01 or CG 20 37 07 04

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Exhibit B-1
for Fee and Partial Scope Only

NRC

November 11, 2021 P21-256

National Roofing Consultants, Inc. 118 Lincoln Avenue, Pomona, CA 91767 909/620-0177 Fax 909/620-6068

PROPOSAL

CLIENT:
SIMI VALLEY USD
101 W. Cochran St.
Simi Valley, CA 93065

Lori Rubenstein
805.306.4500 x4461
lori.rubenstein@simivalleyusd.org

JOB:
ROYAL HIGH MULTI-PURPOSE REMODEL
1402 Royal Ave.
Simi Valley, CA 93065

WATERPROOFING/ROOFING INSPECTIONS AND FEES

PREVAILING WAGE RATES

2000 **PRE-JOB CONFERENCE - PER TRIP** **FEE $850.00/trip**
CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans. Walk plywood/OSB deck. Check moisture, parapets, low spots, high nails, plywood gaps, seismic straps, drains, flashings, curbs, etc. Discuss roof slope. Verify materials, including warranty, and any other items for new roof application. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

2010 **INSPECTIONS** **FEE $700.00/ea. x 10 inspections**
CLIENT INITIAL _____

Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation. Inspection report(s) will be mailed to the client with monthly/semi-monthly invoice unless otherwise requested. Inspection can be provided during roofing, decking or waterproofing application. NRC or on site representative must be notified in advance of any schedule changes. Lack of notification subject to penalty of half inspection rate, back charged to applicator (owner is responsible to back charge). Time and one half will be charged for hours over eight (8) in a day and for weekend/holiday work.

2030 **FINAL INSPECTION/PUNCH LIST - PER TRIP** **FEE $850.00/trip x 2 trips**
CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion. Check all surfaces of finished roof, parapets, flashings, etc. Also check other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc.

ESTIMATED TOTAL INSPECTION FEES **$9,550.00**
Based upon one (1) pre-job, ten (10) inspections, and two (2) finals, the total cost will be $9,550.00, as quoted. The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work in excess of 8 hours/day, 40 hours/week or weekends/holidays.

THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

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INSURANCE

National Roofing Consultants, Inc. (hereafter NRC), carries general liability, automobile and State-required worker's compensation insurance policies. Certificates of insurance are available for all policies. Requests for naming the owner, client, contractor, etc. as additional insured on NRC insurance policies shall be made before start of work. Payment for NRC services shall not be withheld due to lack of additional insured if it was not requested until after the start of work.

TERMS

Signed proposal/contract shall be on file with NRC before paperwork is released. Verbal report is available upon request after completion of inspection. Payment in full of all invoices is expected from the client who signs the contract/proposal. As a consulting firm, NRC provides no materials or construction labor, is not a licensed contractor, is not a sub-contractor, and therefore is **not subject to retention of funds**. NRC shall exercise normal collection procedures if payment is late. The client shall be responsible for prompt payment of all invoices, regardless of financial arrangements they have with any other parties. Payment terms are as follows: Net 30, with invoices unpaid after 30 days being subjected to 18% interest per annum (or 1.5% interest per month). Because NRC also strives to keep overhead low, if a license is required for any job in a city for which NRC does not already hold one, it shall be added to the bill. Return visits to the job after completion shall impose further costs based upon regular NRC fee schedules.

LIABILITY AND INDEMNITY

NRC does not assume responsibility for safety regulations, for permits, licenses, building department inspection, financial integrity of contractor(s), his insurance coverage or integrity of the structure itself. Client agrees that in accordance with generally accepted construction practices, construction contractor shall be required to assume sole and complete responsibility for job site safety of all persons and property.

NRC does not perform "hands on" work but only inspection, and receives proportionately far less remuneration than the sub-contractor or general contractor; therefore, NRC shall not be held liable for those items, which are their (the general and the sub-contractor(s)) responsibilities, i.e. workmanship, leakage, water damage and specification compliance, etc. Client agrees to defend, indemnify and hold NRC harmless from any and all liability, real or alleged, in connection with the performance of services on this project. All claims, including those for negligence or any other cause whatsoever, shall be deemed waived unless submitted in writing and received by NRC within one (1) year after National Roofing Consultants' completion of services. Client agrees to compensate NRC $225/hour for additional time including depositions, subpoenas, additional reports, etc.

NRC shall not be held liable in any manner whatsoever for its own or its employees words or actions, for claims arising from error, omission or professional negligence; for any and all damages, including but not limited to any or all costs, attorney fees, litigation expenses, judgments, overrun costs, et cetera, which exceed fees received by NRC.

ACCEPTANCE OF PROPOSAL/CONTRACT

Client agrees to accept services proposed by NRC with regard to the referenced job as outlined herein, by authorized signature below. A signed and dated copy of this document shall be considered a contract. If the client writes a separate contract, this document shall be made a part of that contract. This document shall be signed and returned to the NRC office before work begins. This contract/proposal may be canceled by either party if terms of the contract or the work are not acceptable. Fax transmission of signed document is acceptable for start of work, but hard copy with original signature shall be mailed as the formal contract.

SIMI VALLEY USD	**NATIONAL ROOFING CONSULTANTS, INC.**
_____	_____
Authorized Signature	**Authorized Signature**
_____	_____
Printed Name	**Printed Name**
_____/_____	_____/_____
Title **Date**	**Title** **Date**

DocuSign

Certificate Of Completion

Envelope Id: E10E367DBDFD4E5FA280EB7F013ABB77
Status: Completed
Subject: Please DocuSign: Independent Consultants Services Agreement
Source Envelope:
Document Pages: 30
Signatures: 8
Envelope Originator:
Certificate Pages: 5
Initials: 1
Janet Mascolo
AutoNav: Enabled
janet.mascolo@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.40
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
12/1/2021 10:30:43 AM
Holder: Janet Mascolo
janet.mascolo@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
Mark Clonts mark@nrcroof.com President National Roofing Consultants, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/1/2021 11:32:48 AM ID: 3cdb887d-8050-43f1-8cf3-6c962c326114	DocuSigned by: Mark Clonts 6A411F835B9A45E... Signature Adoption: Pre-selected Style Using IP Address: 47.181.78.150	Sent: 12/1/2021 10:38:17 AM Viewed: 12/1/2021 11:32:48 AM Signed: 12/1/2021 11:33:52 AM
Janet Mascolo janet.mascolo@simivalleyusd.org Administrative Services Assistant II Simi Valley USD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 12/1/2021 11:33:56 AM Viewed: 12/2/2021 11:56:32 AM Signed: 12/2/2021 11:58:17 AM
Ron Todo ron.todo@simivalleyusd.org Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 174.195.128.173 Signed using mobile	Sent: 12/2/2021 11:58:21 AM Viewed: 12/2/2021 12:10:23 PM Signed: 12/2/2021 12:10:44 PM

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	12/1/2021 10:38:17 AM
Certified Delivered	Security Checked	12/2/2021 12:10:23 PM
Signing Complete	Security Checked	12/2/2021 12:10:44 PM
Completed	Security Checked	12/2/2021 12:10:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District - Facilities (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 - Facilities:

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: ron.todo@simivalleyusd.org

To advise Simi Valley Unified School District - Facilities 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 ron.todo@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 - Facilities

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 ron.todo@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 - Facilities

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 ron.todo@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 - Facilities 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 - Facilities during the course of your relationship with Simi Valley Unified School District - Facilities.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. R22-02217 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NATIONAL ROOFING CONSULTANTS, INC. FOR INSPECTION OF THE ROOFING REPLACEMENT FOR THE MULTIPURPOSE BUILDING PROJECT AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities
Consent #9

January 18, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The roof at the Multipurpose Building at Simi Valley High School is in desperate need of replacement. The scope of the work for the Roof Replacement for the Multipurpose Building Project includes removal and replacement of all existing roof material and flashing.

Because the roofing is a specialized field of construction, the District needs to contract with a waterproofing and inspection professional to conduct inspection and quality assurance on behalf of the District.

A proposal from National Roofing Consultants, Inc. was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is a $15,150.00.
Agreement R22-02217 is attached as Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for National Roofing Consultants, Inc. at Simi Valley High School.

On a motion # 110 by Trustee Smollen, seconded by Trustee Baydasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-02217 with the firm of National Roofing Consultants, Inc.

Ayes: Smollen, LaBelle, Jubian, Baydasaryan, Blough Noes: 0 Absent: 0 Abstained: 0

Exhibit A

Agreement No. R22-02217
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Simi Valley High School MPR Renovation Project

Dated: December 14, 2021

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 14 day of December, 2021 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Consultant shall commence providing services under this Agreement on December 14, 2021 and will diligently perform as required through the end of DSA project closeout, 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:

   X Signed Agreement
   X Non-collusion Declaration
   X Workers' Compensation Certification
   X Criminal Background Investigation / Fingerprinting Certification
   X Drug-Free Workplace Certification
   X Tobacco-Free Environment Certification
   X Disabled Veteran Business Enterprise Participation Certification
   X Insurance Certificates and Endorsements
   X Iran Contracting Act Certification

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed fifteen thousand, one hundred and fifty Dollars ($15,150.00). 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 "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an

independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services.**

   8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

   Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

   8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

   8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **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.

11. **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.

12. **Termination.**

    12.1. **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.

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

        12.2.1. material violation of this Agreement by Consultant; or

        12.2.2. 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.

13. **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.

14. **Insurance.**

14.1. 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	$ 1,000,000
General Aggregate	$ 2,000,000
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

14.1.1. **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.)

14.1.2. **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.

14.1.3. **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.

14.2. **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:

14.2.1. 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."

14.2.2. 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.

14.2.3. 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.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **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.

15. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

16. **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.

16.1. **LABOR CODE REQUIREMENTS**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the

Department of Industrial Relations.

17. **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.

18. **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.

19. **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).

20. **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:

    20.1. All site visits shall be arranged through the District;

    20.2. 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;

    20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    20.6. 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.

21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

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:	**Consultant:**
Simi Valley Unified School District	National Roofing Consultant, Inc.
101 W. Cochran Street	118 Lincoln Ave
Simi Valley, CA 93065	Pomona, California 91767
Fax: N/A	Fax: 909-620-6068
Email: lori.rubenstein@simivalleyusd.org	Email: mark@nrcroof.com
ATTN: Lori Rubenstein, Bond Program Manager	ATTN: Mark Clonts

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

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall

be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties**. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney's Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Tolling of District's Claims**. Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations**. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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: _____, 2021

Simi Valley Unified School District

By: _____

Print Name: Ron Todo
Print Title: Associate Superintendent Business & Facilities

Dated: _____, 2021

National Roofing Consultants, Inc

By: _____

Print Name: Mark Clonts
Print Title: President

Information regarding Consultant:

License No.: N/A

Registration No.: 1000037986

Address: 118 Linclon Ave.
Pomona, CA 91767

Telephone: 909-620-0177

Facsimile: 909-620-6068

E-Mail: Mark.nrcroof.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

95-3535855:
Employer Identification and/or Social Security Number

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

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

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

Consultant shall provide all special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Simi Valley High School	5400 Cochran Street Simi Valley, CA 93063	MPR Renovation Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTION

1. CONSULTANT'S SCOPE OF SERVICES

1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-2 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only. **Completion of DSA Forms Not Applicable to this Project.**

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement. **Not Applicable to this project.**

1.2 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

2.1 The Consultant is personally responsible for verifying whether or not every aspect of the work that he or she is responsible to inspect is in compliance with DSA approved documents.

2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.

2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents which do not require the approval of DSA.

2.3.1.2 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.3.3.4 **Special Inspection Verified Reports.** Consultant shall submit verified reports on Form DSA-292, or current version, in accordance with Title 24, Part 1, Section 4-336. When more than one special inspector shares responsibility for inspecting a specific facet of construction, each special inspector shall clearly describe the portions of the construction they inspected in detail on Form DSA-292, or current version.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period of time between inspections varies for different type of work, the pace of the construction, the number of workers, the quality of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.2 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.3 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.

3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.4.3 DSA 152 Inspection Card Manual.

4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

EXHIBIT "B"
CONSULTANTS PROPOSAL

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

Please see Consultant's proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.

EXHIBIT "C"
CERTIFICATIONS / DECLARATIONS

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) (Bidder Name)
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ___ day of _____, 20___ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part 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 by 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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code which 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 the Work of this Contract.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **Saugus Contract #** _____ between the **Simi Valley Unified School District** ("District") and _____ ("Consultant") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☐ The Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Consultant's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☑ The Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☑ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

☑ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Consultant is a sole proprietor, and elects the above option, Consultant must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Consultant's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Consultant's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Saugus Contract #** _____ between **Simi Valley Unified School District** ("District") and _____ ("Consultant") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Consultant or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all Consultants on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Consultant shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person's or organization's policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Saugus Contract #** _____ between **Simi Valley Unified School District** ("District") and _____ ("Consultant") ("Contract" or "Project").

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

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 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 on the Project site.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: **«NAME_OF_PROJECT»,** Site: «SITE», «SITE_ADDRESS», between

Simi Valley Unified School District ("District") and _____

_____

("Consultant" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps consultant took to solicit DVBE participation in conjunction with this Contract.

PART I – Method of Compliance With DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. ☐ Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. ☐ Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. ☐ **NOT** disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. ☐ Unable to meet the required participation goals	Complete all of this Certification form	

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. DGS, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov			*
B. DVBE Organization (List)			*
C. Other			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB
was **NOT** selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column
did not respond to your solicitation	Check the "NO RESPONSE" column.	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Exhibit B-1 For Fee and Partial Scope Only

NRC

November 11, 2021 P21-257

National Roofing Consultants, Inc. 118 Lincoln Avenue, Pomona, CA 91767 909/620-0177 Fax 909/620-6068

PROPOSAL

CLIENT:
SIMI VALLEY USD
101 W. Cochran St.
Simi Valley, CA 93065

Lori Rubenstein
805.306.4500 x4461
lori.rubenstein@simivalleyusd.org

JOB:
SIMI VALLEY HIGH MULTI-PURPOSE
5400 W. Cochran St.
Simi Valley, CA

WATERPROOFING/ROOFING INSPECTIONS AND FEES

PREVAILING WAGE RATES

2000 **PRE-JOB CONFERENCE - PER TRIP** **FEE $850.00/trip**
CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans. Walk plywood/OSB deck. Check moisture, parapets, low spots, high nails, plywood gaps, seismic straps, drains, flashings, curbs, etc. Discuss roof slope. Verify materials, including warranty, and any other items for new roof application. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

2010 **INSPECTIONS** **FEE $700.00/ea. x 18 inspections**
CLIENT INITIAL _____

Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation. Inspection report(s) will be mailed to the client with monthly/semi-monthly invoice unless otherwise requested. Inspection can be provided during roofing, decking or waterproofing application. NRC or on site representative must be notified in advance of any schedule changes. Lack of notification subject to penalty of half inspection rate, back charged to applicator (owner is responsible to back charge). Time and one half will be charged for hours over eight (8) in a day and for weekend/holiday work.

2030 **FINAL INSPECTION/PUNCH LIST - PER TRIP** **FEE $850.00/trip x 2 trips**
CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion. Check all surfaces of finished roof, parapets, flashings, etc. Also check other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc.

ESTIMATED TOTAL INSPECTION FEES **$15,150.00**
Based upon one (1) pre-job, eighteen (18) inspections, and two (2) finals, the total cost will be $15,150.00, as quoted. The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work in excess of 8 hours/day, 40 hours/week or weekends/holidays.

THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

INSURANCE

National Roofing Consultants, Inc. (hereafter NRC), carries general liability, automobile and State-required worker's compensation insurance policies. Certificates of insurance are available for all policies. Requests for naming the owner, client, contractor, etc. as additional insured on NRC insurance policies shall be made before start of work. Payment for NRC services shall not be withheld due to lack of additional insured if it was not requested until after the start of work.

TERMS

Signed proposal/contract shall be on file with NRC before paperwork is released. Verbal report is available upon request after completion of inspection. Payment in full of all invoices is expected from the client who signs the contract/proposal. As a consulting firm, NRC provides no materials or construction labor, is not a licensed contractor, is not a sub-contractor, and therefore is **not subject to retention of funds**. NRC shall exercise normal collection procedures if payment is late. The client shall be responsible for prompt payment of all invoices, regardless of financial arrangements they have with any other parties. Payment terms are as follows: Net 30, with invoices unpaid after 30 days being subjected to 18% interest per annum (or 1.5% interest per month). Because NRC also strives to keep overhead low, if a license is required for any job in a city for which NRC does not already hold one, it shall be added to the bill. Return visits to the job after completion shall impose further costs based upon regular NRC fee schedules.

LIABILITY AND INDEMNITY

NRC does not assume responsibility for safety regulations, for permits, licenses, building department inspection, financial integrity of contractor(s), his insurance coverage or integrity of the structure itself. Client agrees that in accordance with generally accepted construction practices, construction contractor shall be required to assume sole and complete responsibility for job site safety of all persons and property.

NRC does not perform "hands on" work but only inspection, and receives proportionately far less remuneration than the sub-contractor or general contractor; therefore, NRC shall not be held liable for those items, which are their (the general and the sub-contractor(s)) responsibilities, i.e. workmanship, leakage, water damage and specification compliance, etc. Client agrees to defend, indemnify and hold NRC harmless from any and all liability, real or alleged, in connection with the performance of services on this project. All claims, including those for negligence or any other cause whatsoever, shall be deemed waived unless submitted in writing and received by NRC within one (1) year after National Roofing Consultants' completion of services. Client agrees to compensate NRC $225/hour for additional time including depositions, subpoenas, additional reports, etc.

NRC shall not be held liable in any manner whatsoever for its own or its employees words or actions, for claims arising from error, omission or professional negligence; for any and all damages, including but not limited to any or all costs, attorney fees, litigation expenses, judgments, overrun costs, et cetera, which exceed fees received by NRC.

ACCEPTANCE OF PROPOSAL/CONTRACT

Client agrees to accept services proposed by NRC with regard to the referenced job as outlined herein, by authorized signature below. A signed and dated copy of this document shall be considered a contract. If the client writes a separate contract, this document shall be made a part of that contract. This document shall be signed and returned to the NRC office before work begins. This contract/proposal may be canceled by either party if terms of the contract or the work are not acceptable. Fax transmission of signed document is acceptable for start of work, but hard copy with original signature shall be mailed as the formal contract.

SIMI VALLEY USD	NATIONAL ROOFING CONSULTANTS, INC.
_____	_____
Authorized Signature	**Authorized Signature**
_____	_____
Printed Name	**Printed Name**
_____ / _____	_____ / _____
Title **Date**	**Title** **Date**

DocuSign Envelope ID: 0E5E46B8-837C-4DBC-A364-47416DC656D2

Agreement No. R22-02217
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Simi Valley High School MPR Renovation Project

Dated: December 14, 2021

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 14 day of December, 2021 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on December 14, 2021 and will diligently perform as required through the end of DSA project closeout, 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:

   X Signed Agreement
   X Non-collusion Declaration
   X Workers' Compensation Certification
   X Criminal Background Investigation / Fingerprinting Certification
   X Drug-Free Workplace Certification
   X Tobacco-Free Environment Certification
   X Disabled Veteran Business Enterprise Participation Certification
   X Insurance Certificates and Endorsements
   X Iran Contracting Act Certification (Agreement of one million dollars or more)

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed fifteen thousand, one hundred and fifty Dollars ($15,150.00). 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 "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

   4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an

independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

   Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

   8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

   8.3. **District Approval**. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **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.

11. **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.

12. **Termination**.

    12.1. **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.

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

        12.2.1. material violation of this Agreement by Consultant; or

        12.2.2. 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.

13. **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.

14. **Insurance**.

14.1. 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	$ 1,000,000
General Aggregate	$ 2,000,000
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

14.1.1. **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.)

14.1.2. **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.

14.1.3. **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.

14.2. **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:

14.2.1. 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."

14.2.2. 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.

14.2.3. 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.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **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.

15. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

16. **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.

16.1. **LABOR CODE REQUIREMENTS**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the

Department of Industrial Relations.

17. **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.

18. **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.

19. **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).

20. **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:

    20.1. All site visits shall be arranged through the District;

    20.2. 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;

    20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    20.6. 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.

21. **Disabled Veteran Business Enterprises**. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

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:	**Consultant:**
Simi Valley Unified School District	National Roofing Consultant, Inc.
101 W. Cochran Street	118 Lincoln Ave
Simi Valley, CA 93065	Pomona, California 91767
Fax: N/A	Fax: 909-620-6068
Email: lori.rubenstein@simivalleyusd.org	Email: mark@nrcroof.com
ATTN: Lori Rubenstein, Bond Program Manager	ATTN: Mark Clonts

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

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall

be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties**. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney's Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Tolling of District's Claims**. Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations**. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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: 1/21/2022 | 3:39 PM PST
[SimilCA]

Simi Valley Unified School District

By: DocuSigned by: 09CA0EB1F690455...

Print Name: Ron Todo

Print Title: Associate Superintendent Business & Facilities

Dated: 1/10/2022 | 11:51 AM PST

National Roofing Consultants, Inc.

By: DocuSigned by: Mark Clonts 6A411F835B9A45E...

Print Name: Mark Clonts

Print Title: President

Information regarding Consultant:

License No.: N/A

Registration No.: 1000037986

Address: 118 Lincoln Ave
Pomona, CA 91767

Telephone: 909.620.0177

Facsimile: 909.620.6068

E-Mail: mark@nrcroof.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: California
____ Limited Liability Company
____ Other: Other

95-3535855

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.

Consultant shall provide all special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Simi Valley High School	5400 Cochran Street Simi Valley, CA 93063	MPR Renovation Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTION

1. CONSULTANT'S SCOPE OF SERVICES

1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-2 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only. **Completion of DSA Forms Not Applicable to this Project.**

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement. **Not Applicable to this project.**

1.2 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

2.1 The Consultant is personally responsible for verifying whether or not every aspect of the work that he or she is responsible to inspect is in compliance with DSA approved documents.

2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.

2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents which do not require the approval of DSA.

2.3.1.2 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.3.3.4 **Special Inspection Verified Reports.** Consultant shall submit verified reports on Form DSA-292, or current version, in accordance with Title 24, Part 1, Section 4-336. When more than one special inspector shares responsibility for inspecting a specific facet of construction, each special inspector shall clearly describe the portions of the construction they inspected in detail on Form DSA-292, or current version.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period of time between inspections varies for different type of work, the pace of the construction, the number of workers, the quality of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.2 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.3 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.

3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.4.3 DSA 152 Inspection Card Manual.

4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

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EXHIBIT "B"
CONSULTANTS PROPOSAL

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

Please see Consultant's proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.

DocuSign Envelope ID: 0E5E46B8-837C-4DBC-A364-47416DC656D2

EXHIBIT "C"
CERTIFICATIONS / DECLARATIONS

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA
COUNTY OF LA

I, Mark Clonts, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
the President of National Roofing Consultants, Inc, 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 ____ day of _____, 20__ at Pomona, LA, CA.
1/10/2022 | 11:51 AM PST (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:
Mark Clonts _____
6A411F835B9A45E... (Signed)
Mark Clonts

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Mark Clonts the President of
(Name) [SimiLAB3700] (Title)

National Roofing 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.

National Roofing Consultants, Inc.
(Contractor Name)

DocuSigned by:
E Mark Clonts
6A411F835B9A45E...

Mark Clonts
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Mark Clonts, am the President of
(Print Name) [SimiEDU45125-1] (Title)

National Roofing 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 # → A0546 ← **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 Pomona, CA (City and State) [SimiEDU45125-1b] this ____ day of 1/10/2022 | 11:51 AM PST, 20_____.

DocuSigned by: Mark Clonts
6A411F835B9A45E...

Mark Clonts
(Handwritten or Typed Name)

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

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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.

Kyle Wright

Albert M Mohr

DRUG-FREE WORKPLACE CERTIFICATION

I, Mark Clonts, am the President of
(Print Name) [SimiGOV8350] (Title)

National Roofing 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 Pomona, CA this ____day of _____, 20____.
(City and State)

1/10/2022 | 11:51 AM PST

DocuSigned by:
Mark Clonts
6A411F835B9A45E...

Mark Clonts
(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

National Roofing 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: 1/10/2022 | 11:51 AM PST

Contractor: National Roofing Consultants, Inc.

Signature: DocuSigned by: Mark Clouts

Print Name: MARK CLOUTS

Title: President

DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: **«NAME_OF_PROJECT»,** Site: «SITE», «SITE_ADDRESS», between

Simi Valley Unified School District ("District") and _____
_____

("Consultant" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps consultant took to solicit DVBE participation in conjunction with this Contract.

PART I – Method of Compliance With DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. ☐ Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. ☐ Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. ☐ **NOT** disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. ☐ Unable to meet the required participation goals	Complete all of this Certification form	

* A DVBE letter from OSB is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	**TELEPHONE NUMBER**	**DATE CONTACTED**	**PERSON CONTACTED**
A. DGS, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov			*
B. DVBE Organization (List)			*
C. Other			*

*Write "recorded message" in this column, if applicable.

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PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	**CHECK ONE**		**DATE OF ADVERTISEMENT**
	TRADE	**FOCUS**	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE…..	**THEN…..**	**AND…..**
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB
was **NOT** selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column
did not respond to your solicitation	Check the "NO RESPONSE" column.	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	**SELECTED**		**REASON NOT SELECTED**	**NO RESPONSE**
	YES	**NO**		

A copy of this form must be retained by you and may be subject to a future audit.

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CERTIFICATION

I, _____ certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. R22-02572 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBP ARCHITECTURE FOR THE DETAILS AND RECOMMENDATIONS FOR THE MOVABLE WALL AND GLAZING REPACEMENT, AT THE SIMI VALLEY HIGH SCHOOL CLASSROOM RENOVATION PROJECT**

Business & Facilities
Consent #10

January 18, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

tBP will be providing the detailing and recommendations for the replacement of the movable partitions and glazing, for the Classroom Renovation, at Simi Valley High School.

A proposal from tBP Architecture was received and negotiated by staff.

Fiscal Analysis

$5,160.00 Total Contract, funded by Measure X

Recommendation

It is recommended that the Board of Education approve to Agreement R22-02572.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-02572 with the firm of tBP Architecture.

Ayes: Smollen, LaBelle, Jubian, Bagdasaryan, Olough Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R22-02572

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and tBP Architecture ("Architect") on January 18, 2022.

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

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

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

1. **Assigned Project Description**. The Assigned Project is described as follows: **Architectural and Engineering services for the specific design details and specifications for the following, but not limited to:**

    1.1. **Review and recommendations for window tinting products selected by the District to apply to the interior side of the door side light windows.**

    1.2. **Provide details and specifications for Nudo PolyMetal to replace lower glass pane at the door side light windows.**

    1.3. **Details for new interior walls and ceilings to replace the existing accordian wall systems.**

    1.4. **Details for wall infill where interior doors and window frames are to be**

2. **Assigned Project Construction Budget**. The Construction Budget for the Assigned Project is not applicable to determine these fixed-fee Design Services.

3. **Assigned Project Basic Services**. The Basic Services for the Assigned Project are listed above.

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

Design Disciplines; Design Consultants
Architectural and Engineering as required

5. **Assigned Project Schedule**. The Architect's Completion of Basic Services for the Assigned Project shall be as needed starting January 19, 2021 throughout the project

6. **Assigned Project Contract Price**. The Contract Price for the Assigned Project is a lump sum fixed fee of **Five Thousand, One Hundred and Sixty Dollars ($5,160.00.00)** as described on the attached Proposal from Architect dated December 21, 2021 (Exhibit A- For Fee Only). Billings shall be based on percentage of Basic Services completed.

7. **Agreement Terms**. All terms of Agreement A17.428 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

District **Simi Valley Unified School District**	**Architect** **tBP Architecture**
By: _____	By: _____
Ron Todo Associate Superintendent, Business & Facilities	Gary P. Moon, AIA CEO/ Managing Principal

tBP/Architecture
Newport Beach • Bay Area

tBP
Architecture
Planning
Interiors

December 21, 2021

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

ATTN: Robin Rickman, Construction Manager / Project Coordinator

Re: **Classroom Renovation**
Simi Valley High School

Dear Robin,

Thank you for choosing tBP/Architecture to provide professional architectural services for the Simi Valley High School Classroom Renovation project. In reference to your 12/20/2021 email request, we understand this project to include specific design details and specifications as follows:

1. Review and recommendations for window tinting products selected by the District to apply to the interior side of the door side light windows.
2. Provide details and specifications for Nudo PolyMetal to replace lower glass pane at the door side light windows.
3. Details for new interior walls and ceilings to replace the existing accordian wall systems.
4. Details for wall infill where interior doors and window frames are to be removed.

Our fee for the work described above is a fixed fee of $5,160.00.

The deliverables will include drawings and specifications only. The project will not require DSA submittal, multiple design phases, bid assistance, construction administration and close out.

Please contact me if you wish to discuss this proposal or if you require additional information. Upon acceptance of our proposal, tBP will authorize our team to immediately commence the project.

Thank you for your support of tBP/Architecture and for the opportunity to continue to provide professional services to the Simi Valley Unified School District.
Sincerely,

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

4611 Teller Avenue Newport Beach, CA 92660 Phone: (949) 673-0300

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

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

and the Architect:

tBP/Architecture
4611 Teller Avenue
Newport Beach, CA 92660 Gary Moon, CEO CA License #C25409

For **tBP** Project No.: TBD

Location: Simi Valley High School

Scope of Work: As outlined above.

Fee: Fixed fee of $5,160.00

Additional Services: Additional or expanded services will be performed as mutually agreed.

Client:
Simi Valley Unified School District

By: _____
Authorized Representative

Date: _____

Architect:
tBP/Architecture, Inc.

By: _____
Gary Moon, CEO

Date: December 21, 2021

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PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R22-02572

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and tBP Architecture ("Architect") on January 18, 2022.

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

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

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

1. **Assigned Project Description**. The Assigned Project is described as follows: **Architectural and Engineering services for the specific design details and specifications for the following, but not limited to:**

    1.1. **Review and recommendations for window tinting products selected by the District to apply to the interior side of the door side light windows.**

    1.2. **Provide details and specifications for Nudo PolyMetal to replace lower glass pane at the door side light windows.**

    1.3. **Details for new interior walls and ceilings to replace the existing accordian wall systems.**

    1.4. **Details for wall infill where interior doors and window frames are to be**

2. **Assigned Project Construction Budget**. The Construction Budget for the Assigned Project is not applicable to determine these fixed-fee Design Services.

3. **Assigned Project Basic Services**. The Basic Services for the Assigned Project are listed above.

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

Design Disciplines; Design Consultants
Architectural and Engineering as required

5. **Assigned Project Schedule**. The Architect's Completion of Basic Services for the Assigned Project shall be as needed starting January 19, 2021 throughout the project

6. **Assigned Project Contract Price**. The Contract Price for the Assigned Project is a lump sum fixed fee of **Five Thousand, One Hundred and Sixty Dollars ($5,160.00.00)** as described on the attached Proposal from Architect dated December 21, 2021 (Exhibit A- For Fee Only). Billings shall be based on percentage of Basic Services completed.

7. **Agreement Terms**. All terms of Agreement A17.428 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

District Simi Valley Unified School District	Architect tBP Architecture
DocuSigned by: By: 09CA0EB1F690455... Ron Todo Associate Superintendent, Business & Facilities	DocuSigned by: By: 02A31EE9079D4E8... Gary P. Moon, AIA CEO/ Managing Principal

DS

DocuSign Envelope ID: 15140DAC-6059-419B-9985-98D1C209F746

Exhibit A - For Fee Only

tBP/Architecture
Newport Beach • Bay Area

Architecture
Planning
Interiors

December 21, 2021

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

ATTN: Robin Rickman, Construction Manager / Project Coordinator

Re: **Classroom Renovation**
Simi Valley High School

Dear Robin,

Thank you for choosing tBP/Architecture to provide professional architectural services for the Simi Valley High School Classroom Renovation project. In reference to your 12/20/2021 email request, we understand this project to include specific design details and specifications as follows:

1. Review and recommendations for window tinting products selected by the District to apply to the interior side of the door side light windows.
2. Provide details and specifications for Nudo PolyMetal to replace lower glass pane at the door side light windows.
3. Details for new interior walls and ceilings to replace the existing accordian wall systems.
4. Details for wall infill where interior doors and window frames are to be removed.

Our fee for the work described above is a fixed fee of $5,160.00.

The deliverables will include drawings and specifications only. The project will not require DSA submittal, multiple design phases, bid assistance, construction administration and close out.

Please contact me if you wish to discuss this proposal or if you require additional information. Upon acceptance of our proposal, tBP will authorize our team to immediately commence the project.

Thank you for your support of tBP/Architecture and for the opportunity to continue to provide professional services to the Simi Valley Unified School District.
Sincerely,

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

4611 Teller Avenue Newport Beach, CA 92660 Phone: (949) 673-0300

DocuSign Envelope ID: 15140DAC-6059-419B-9985-98D1C209F746

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

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

and the Architect:

tBP/Architecture
4611 Teller Avenue
Newport Beach, CA 92660 Gary Moon, CEO CA License #C25409

For **tBP** Project No.: TBD

Location: Simi Valley High School

Scope of Work: As outlined above.

Fee: Fixed fee of $5,160.00

Additional Services: Additional or expanded services will be performed as mutually agreed.

Client:
Simi Valley Unified School District

By: _____
Authorized Representative

Date: _____

Architect:
tBP/Architecture, Inc.

By: _____
Gary Moon, CEO

Date: December 21, 2021

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AMENDMENT #2 TO AGREEMENT NO. R22-01264 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS, FOR THE PARTIAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MPR RENOVATION PROJECT AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities
Consent #11

January 18, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Rachlin Partners has assumed the role as Architect of Record and take over the project, from partial construction document phase through DSA Closeout, for the Simi Valley MPR project.

The takeover contract did not include the Civil Engineer consultants' fees. These were not in the original scope of work and / or additional scope that was added.

Fiscal Analysis

$425,415.00 Original Contract
$168,907.00 Amendment #1 including 4% reimbursables
$ 12,000.00 Amendment #2
$ 606,322.00 Total Revised Contract, funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Amendment #2 Agreement R22-01264 for architectural and engineering services for the MPR Renovation project at Simi Valley HS.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Amendment #2 to Agreement No. R22-01264 with the firm of Rachlin Partners.

Ayes: Smollen, LaBelle, Jubian, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CONTRACT AMENDMENT

Project Name: Simi Valley HS MPR	Amendment #: 2	
Site: Simi Valley HS	Board Date: January 18, 2022	
To (Architect): Rachlin Partners	DSA Application #: 03-118786	
Address:	Contract #: R22-01264	Contract Date: 9/13/21
	PO #:	PO Date:
8640 National Blvd. Culver City, CA 90232		

THE CONTRACT IS CHANGED AS FOLLOWS:

Rachlin Partners has assumed the role as Architect of Record and take over the project, from partial construction document phase through DSA Closeout, for the Simi Valley MPR project.

The takeover contract did not include the Civil Engineer consultants' fees. These were not in the original scope of work and / or additional scope was added.

$425,415.00 Original Contract
$168,907.00 Amendment #1 including 4%reimbursables
$ 12,000.00 Amendment #2
$ 606,322.00 Total Revised Contract

The terms and conditions of Agreement A18.074 for Ongoing Architect Services, apply to these additional services.

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: $ 425,415.00	Original Contract Duration: Through Project Closeout
Prior Contract Adjustments: $ 168,907.00	Original Completion Date: Through DSA Closeout
Contract Sum Prior to this Amendment: $ 594,322.00	Total Approve Time Extension to Date: NONE
Adjustment per this Amendment: $ 12,000.00	Adjustments per this Amendment: NONE
Revised Contract Amount: $ 606,322.00	Completion Date Including Through Project Closeout

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

Michael, Rachlin, Partner
Rachlin Partners

(Signature) [SimiPCC20118]
(Date)

Marc Cunningham
Project Coordinator

(Signature)
(Date)

JEFF KIPP
Construction Project Manager

(Signature)
(Date)

LORI RUBENSTEIN
Bond Program Manager

(Signature)
(Date)

RON TODO
Associate Superintendent,
Business & Facilities

(Signature)
(Date)

EXHIBIT "A"

FPL and Associates, Inc.
30 Corporate Park, Suite 401
Irvine, California 92606

Telephone: (949) 252-1688
Facsimile: (949) 252-0088
www.fplandassociates.com

Consulting Engineers • Traffic • Transportation • Civil • Sustainable Design

December 8, 2021

SENT VIA E-MAIL

Rachlin Partners
Attn: Richard Ingrassia, AIA, LEED AP, Partner
8640 National Boulevard
Culver City, CA. 90232
Phone: 310-204-3400

No. of Pages: 4

Subject: PROPOSAL TO PROVIDE CIVIL ENGINEERING SERVICES
Simi Valley High School Multipurpose Room Renovation
Simi Valley Unified School District

Dear Richard,

FPL and Associates, Inc. (FPL) is pleased to submit this proposal to provide Civil Engineering Services for the above subject projects. FPL has assembled a strong, experienced team of engineering professionals to meet the specific needs of these projects. Our team will be managed by myself. I will be the main point of contact for Rachlin Partners on everything related to our scope of work. I have completed over 600 Division of State Architect (DSA) approved projects over the past 30 plus years. The engineer of record would be our Senior Civil Engineer, Alan Lee, P.E., QSD. Alan has over 40 years of extensive design experience encompassing all facets of civil design.

FPL was established in 1988 and has since been providing engineering consulting services to local/municipal, state, federal, and private clients, including over 50 different K-12 and higher education districts. A small but very experienced firm with a staff of 25, FPL's portfolio includes hundreds of education projects throughout Southern California. FPL is a CUCP-certified (Underutilized) Disadvantaged Business Enterprise ((U)DBE) and Small Business Enterprise (SBE). Over the last 30 years, FPL has steadily built a reputation as being a small business that delivers – always on time and without sacrificing quality, no matter the challenges.

Please see the attached "Exhibit A" – our proposed Scope of Services & Fee Proposal. I would be happy to discuss our proposal with you regarding any questions or concerns you may have. Thank you for considering FPL and Associates, Inc. for your civil engineering needs.

FPL and Associates, Inc.

Ron Canedy

Ron Canedy, LEED AP
Vice President of Civil Engineering
ron.canedy@fplandassociates.com

Exhibit A
Scope of Services & Fee Proposal

SCOPE OF SERVICES FOR NEW CLASSROOM BUILDING

1. FPL will attend design, coordination, and review meetings with the Owner, Architect, consultants, and the necessary reviewing agencies at the request of Rachlin Partners.

2. Visit the project site to determine FPL's scope of work and the existing field conditions. Observe and record the "as-built" conditions that will affect the work of this project. Note that no destructive measures will be employed to verify "as-built" conditions; exact verification of concealed construction will not be possible.

3. Review the Owner-furnished topographical survey and geotechnical reports for conformance with applicable standards and for completeness of information for design purposes. Make recommendations, in writing, for additional components missing in the survey and report such as: property boundary; existing easements, elevations, surface features, street centerline, hardscape recommendations, percolation tests, etc.

4. Prepare grading and storm drainage plans and detail sheets to meet the requirements of all applicable A.D.A., DSA, and State of California codes / standards. This does not include the design of site walls and retaining structures over 42" inches, measured from top of footing to top of retaining, which requires structural calculations by DSA, those shall be prepared by others.

5. Prepare an underground fire water improvement plan, from a point of connection outside the building, to a point of connection on campus for a new private fire hydrant. FPL shall provide hydraulic calculations for DSA review and approval if required by DSA. Our proposal does not include a design for a new fire service from a public water main into the campus.

6. Prepare the civil related technical specifications in the Architect's preferred format and provide electronically.

7. Civil drawings will be prepared in Autocad Civil 3D. Civil drawings will not be prepared in Revit.

8. Coordinate and review the design of other team consultants as they relate to FPL's scope of work listed herein.

9. Assist the architect and owner during the bid phase of the project and respond to questions through the Bid-RFI process.

10. Provide construction administration support: answer RFI's, review product submittals, prepare CCD's, review contractor change orders, etc.

11. Prepare the final punch list for the scope of work included herein.

Note: Plots of the final construction drawings will be sealed and signed by the California licensed civil engineer responsible for their preparation.

FPL Total Fee for Items 1 through 11: $12,000.00

EXCLUSIONS

FPL's fees do not include any of the following:

1. Plan check, inspection or permit fees which may be assessed by any reviewing agency.
2. Underground utility or topographic survey mapping – Provided by owner.
3. Design of irrigation, chilled & hot water and fire system sprinkler plans shall be by others.
4. Design for underground dry utilities, including natural gas.
5. Design for interim housing.
6. Site demolition plans shall be provided by Rachlin Partners.
7. Horizontal Control Plans. FPL will provide the general contractor with our electronic cad files for his use in the construction staking process. Construction of site improvements is based on civil engineers electronic cad files, not a horizontal control plan. FPL will add coordinates to our grading plan, at numerous building grid line intersections, to help facilitate the construction staking process.
8. The design of site walls and retaining structures over 42" inches, measured from top of footing to top of retaining, which would require structural calculations by DSA, those shall be prepared by others.
9. Construction cost estimates shall be prepared by others specializing in cost estimating. FPL will review and comment on the construction cost estimates, provided by others, as it relates to our work.
10. Erosion Control Plans for use by the contractor during construction. FPL will provide general notes and specifications to cover temporary erosion control methods during construction.
11. Storm Water Pollution Prevention Plan (SWPPP). If this is deemed necessary for the construction of these projects the task will be placed on the contractor. We do not anticipate the need for a SWPPP on this project.
12. Fire Authority approval to be obtained by Architect.

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CONTRACT AMENDMENT

Project Name: Simi Valley HS MPR	Amendment #: 2	
Site: Simi Valley HS	Board Date: January 18, 2022	
To (Architect): Rachlin Partners	DSA Application #: 03-118786	
Address: 8640 National Blvd. Culver City, CA 90232	Contract #: R22-01264	Contract Date: 9/13/21
	PO #:	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

Rachlin Partners has assumed the role as Architect of Record and take over the project, from partial construction document phase through DSA Closeout, for the Simi Valley MPR project.

The takeover contract did not include the Civil Engineer consultants' fees. These were not in the original scope of work and / or additional scope was added.

$425,415.00 Original Contract
$168,907.00 Amendment #1 including 4%reimbursables
$ 12,000.00 Amendment #2
$ 606,322.00 Total Revised Contract

The terms and conditions of Agreement A18.074 for Ongoing Architect Services, apply to these additional services.

DocuSign Envelope ID: 5A04C5D9-6BED-4361-B21D-C1F15D899A22

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: $ 425,415.00	Original Contract Duration: Through Project Closeout
Prior Contract Adjustments: $ 168,907.00	Original Completion Date: Through DSA Closeout
Contract Sum Prior to this Amendment: $ 594,322.00	Total Approve Time Extension to Date: NONE
Adjustment per this Amendment: $ 12,000.00	Adjustments per this Amendment: NONE
Revised Contract Amount: $ 606,322.00	Completion Date Including Through Project Closeout

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

Michael, Rachlin, Partner
Rachlin Partners

DocuSigned by:
Michael Rachlin
4C34A3B1367A4AD...
[SimiPCC20118]
(Date) 1/3/2022 | 4:09 PM PST

Marc Cunningham
Project Coordinator

DocuSigned by:
Marc Cunningham
B9EE9179E028445...
(Date) 1/25/2022 | 4:02 PM PST

JEFF KIPP
Construction Project Manager

DocuSigned by:
Jeff Kipp
EF1B480985054B8...
(Date) 1/25/2022 | 5:44 PM PST

LORI RUBENSTEIN
Bond Program Manager

DocuSigned by:
LORI RUBENSTEIN
19ADD8F59B9244E...
(Date) 1/26/2022 | 9:04 AM PST

RON TODO
Associate Superintendent,
Business & Facilities

(Date) 1/27/2022 | 11:42 AM PST

DS

DocuSign Envelope ID: 5A04C5D9-6BED-4361-B21D-C1F15D899A22

FPL and Associates, Inc.
30 Corporate Park, Suite 401
Irvine, California 92606

Telephone: (949) 252-1688
Facsimile: (949) 252-0088
www.fplandassociates.com

Consulting Engineers • Traffic • Transportation • Civil • Sustainable Design

December 8, 2021

SENT VIA E-MAIL

Rachlin Partners
Attn: Richard Ingrassia, AIA, LEED AP, Partner
8640 National Boulevard
Culver City, CA. 90232
Phone: 310-204-3400

No. of Pages: 4

Subject: **PROPOSAL TO PROVIDE CIVIL ENGINEERING SERVICES**
Simi Valley High School Multipurpose Room Renovation
Simi Valley Unified School District

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Ron Canedy, LEED AP
Vice President of Civil Engineering
ron.canedy@fplandassociates.com

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DocuSign Envelope ID: 5A04C5D9-6BED-4361-B21D-C1F15D899A22

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11. Storm Water Pollution Prevention Plan (SWPPP). If this is deemed necessary for the construction of these projects the task will be placed on the contractor. We do not anticipate the need for a SWPPP on this project.
12. Fire Authority approval to be obtained by Architect.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-01567 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR THE IRRIGATION UPGRADE AT SANTA SUSANA HIGH SCHOOL**

Business & Facilities
Consent #12

January 18, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Jordan Gilbert & Bain Landscape Architects are the architects for the Irrigation Upgrade project at Santa Susana High School.

The District has relocated the existing portables on the site, to accommodate the Black Box Theater project. The relocation required the irrigation drawings to be modified.

Fiscal Analysis

$8,143.00	Original Contract
$ 1,740.00	Amendment #1
$9,883.00	Total Revised Contract, funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Amendment #1 for Agreement R22-01567 for landscape architectural services, for the Irrigation Upgrade project at Santa Susana HS.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Amendment #1 Agreement R22-01567 for landscape architectural services for Irrigation Upgrade project at Santa Susana HS.

Ayes: Smollen, LaBelle, Lubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CONTRACT AMENDMENT

Project Name: Irrigation Upgrade	Amendment #: 1	
Site: Santa Susana HS	Board Date: 1/18/22	
To (Architect): Jordan, Gilbert & Bain Landscape Arch.	DSA Application #: N/A	
Address: 459 North Ventura Avenue Ventura, CA 93001	Contract #: R22-01567	Contract Date: 9/28/21
	PO #:	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

Jordan Gilbert & Bain Landscape Architects are the architects for the Irrigation Upgrade project at Santa Susana High School.

The District has relocated the existing portables the site, to accommodate the Black Box Theater project. The relocation required the irrigation drawings to be modified.

$8,143.00	Original Contract
$ 1,740.00	Amendment #1
$9,883.00	Total Revised Contract

The terms and conditions of Agreement A17.423 for Ongoing Landscape Architect Services, apply to these additional services.

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

24930 Avenue Stanford, Santa Clarita, California 91355
Phone: 661-294-5300 / www.saugususd.org

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: $ 8,143.00	Original Contract Duration: Through Project Closeout
Prior Contract Adjustments: $ 0.00	Original Completion Date: Through DSA Closeout
Contract Sum Prior to this Amendment: $ 8,143.00	Total Approve Time Extension to Date: None
Adjustment per this Amendment: $ 1,740.00	Adjustments per this Amendment:
Revised Contract Amount: $ 9,883.00	Completion Date Including This Change: Through Closeout

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

Jay Bain Jordan, Gilbert & Bain Landscape Architects	(Signature) (Date)
Project Coordinator	(Signature) (Date)
JEFF KIPP Construction Project Manager	(Signature) (Date)
LORI RUBENSTEIN Bond Program Manager	(Signature) (Date)
RON TODO Associate Superintendent, Business & Facilities	(Signature) (Date)

REQUEST FOR ADDITIONAL SERVICES #1 – DECEMBER 16, 2021

PROJECT:	**SANTA SUSANA HIGH SCHOOL IRRIGATION REPAIR REVISIONS/CONSTRUCTION ADMINISTRATION SIMI VALLEY, CALIFORNIA**
LANDSCAPE ARCHITECT:	**JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. 459 NORTH VENTURA AVENUE VENTURA, CALIFORNIA 93001**
CLIENT:	**SIMI VALLEY UNIFIED SCHOOL DISTRICT 101 WEST COCHRAN STREET SIMI VALLEY, CALIFORNIA 93065**
ATTENTION:	**LORI RUBENSTEIN**

This Request authorizes the Landscape Architect to provide the following additional services:

A. Revisions of landscape plans to reflect the relocation of the classroom portables a second time and the addition of fencing details per the request of SVUSD.
   1. Addendum #3 – Delta 2 on drawings
   2. Addendum #4 – Delta 3 on drawings

The fee for this additional service shall be – 12.0 hrs @ $145/hr .....$ 1,740.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME

BY: _____ **DATE** December 16, 2021
JOHN J. BAIN, III, LANDSCAPE ARCHITECT #3193
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.

DocuSign Envelope ID: 68B84201-5B68-4CC2-94C3-D785CBF5BF6B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CONTRACT AMENDMENT

Project Name: Irrigation Upgrade	Amendment #: 1	
Site: Santa Susana HS	Board Date: 1/18/22	
To (Architect): Jordan, Gilbert & Bain Landscape Arch.	DSA Application #: N/A	
Address: 459 North Ventura Avenue Ventura, CA 93001	Contract #: R22-01567	Contract Date: 9/28/21
	PO #:	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

Jordan Gilbert & Bain Landscape Architects are the architects for the Irrigation Upgrade project at Santa Susana High School.

The District has relocated the existing portables the site, to accommodate the Black Box Theater project. The relocation required the irrigation drawings to be modified.

$8,143.00 Original Contract
$ 4,060.00 Amendment #2
$12,203.00 Total Revised Contract

The terms and conditions of Agreement A17.423 for Ongoing Landscape Architect Services, apply to these additional services.

DocuSign Envelope ID: 68B84201-5B68-4CC2-94C3-D785CBF5BF6B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

24930 Avenue Stanford, Santa Clarita, California 91355
Phone: 661-294-5300 / www.saugususd.org

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: $ 8,143.00	Original Contract Duration: Through Project Closeout
Prior Contract Adjustments: $ 0.00	Original Completion Date: Through DSA Closeout
Contract Sum Prior to this Amendment: $ 8,143.00	Total Approve Time Extension to Date: None
Adjustment per this Amendment: $ 4,060.00	Adjustments per this Amendment:
Revised Contract Amount: $ 12,203.00	Completion Date Including This Change: Through Closeout

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

Jay Bain Jordan, Gilbert & Bain Landscape Architects	DocuSigned by: John Bain (Signature) 3E722E134A4A488... 1/11/2022 | 5:20 PM PST (Date)
Project Coordinator	(Signature) (Date)
JEFF KIPP Construction Project Manager	DocuSigned by: Jeff Kipp (Signature) EF1B480985054B8... 1/11/2022 | 5:25 PM PST (Date)
LORI RUBENSTEIN Bond Program Manager	DocuSigned by: LORI RUBENSTEIN (Signature) 19ADD8F59B9244E... 1/12/2022 | 8:05 AM PST (Date)
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by: (Signature) 09CA0EB1F690455... 1/19/2022 | 9:56 AM PST (Date)

DS

DocuSign Envelope ID: 68B84201-5B68-4CC2-94C3-D785CBF5BF6B

REQUEST FOR ADDITIONAL SERVICES #1 – JANUARY 10, 2022

PROJECT: **SANTA SUSANA HIGH SCHOOL IRRIGATION REPAIR REVISIONS/CONSTRUCTION ADMINISTRATION SIMI VALLEY, CALIFORNIA**

LANDSCAPE ARCHITECT: **JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.**
459 NORTH VENTURA AVENUE
VENTURA, CALIFORNIA 93001

CLIENT: **SIMI VALLEY UNIFIED SCHOOL DISTRICT**
101 WEST COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065

ATTENTION: **LORI RUBENSTEIN**

This Request authorizes the Landscape Architect to provide the following additional services:

A. Revisions of landscape plans to reflect the relocation of the classroom portables a second time and the addition of fencing details per the request of SVUSD.
   1. Addendum #3 – Delta 2 on drawings and Addendum #4 – Delta 3 on drawings

B. As per your discussion with Jay at the end of the construction progress meeting on Thursday, Jan. 6th, here is a request for additional services to cover the time required to transfer the updated Black Box Building over excavation limits onto the Irrigation Upgrades plans. The revised work included relocating multiple wire conduit symbols to new locations outside the increase over excavation limits, updating the revised 'future' storm drain system on the Irrigation Upgrade plan for coordination purposes, revising the written key notes on the plans to incorporate the latest scope of work modifications, and update the existing site plan paving limits using the Civil Engineer's site survey for this area for accuracy purposes. A detailed written Cost Request Bulletin describing the scope of changes to the Contractor was also provided with the revised construction documents.

The fee for the proposed additional services are as follows:

A.	12.0 hrs @ $145/hr.....	$ 1,740.00
B.	16.0 hrs @ $145/hr.....	$ 2,320.00
	TOTAL FEE FOR ADDITIONAL SERVICES	**$ 4,060.00**

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME

BY: _____ **DATE** January 10, 2022
JOHN J. BAIN, III, LANDSCAPE ARCHITECT #3193
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.

DocuSign

Certificate Of Completion

Envelope Id: 68B842015B684CC294C3D785CBF5BF6B
Status: Completed
Subject: Please DocuSign: Contract Amendment Form.pdf
Source Envelope:
Document Pages: 3
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 1
Pamela Jewell
AutoNav: Enabled
pamela.jewell@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.39
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
1/11/2022 4:40:46 PM
Holder: Pamela Jewell
pamela.jewell@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
John Bain john@jordan-gilbert.com Security Level: Email, Account Authentication (None)	DocuSigned by: John Bain 3E722E134A4A488... Signature Adoption: Pre-selected Style Using IP Address: 71.95.164.182	Sent: 1/11/2022 4:48:40 PM Viewed: 1/11/2022 5:19:39 PM Signed: 1/11/2022 5:20:01 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2022 5:19:39 PM ID: 82616de1-b769-456b-8481-1dc90fd95d1f		
Jeff Kipp jeffery.kipp@simivalleyusd.org Security Level: Email, Account Authentication (None)	DocuSigned by: Jeff Kipp EF1B480985054B8... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 1/11/2022 5:20:04 PM Viewed: 1/11/2022 5:25:15 PM Signed: 1/11/2022 5:25:30 PM
Electronic Record and Signature Disclosure: Accepted: 10/19/2021 2:55:24 PM ID: 567fc118-cc2d-4f39-a3a6-6631fdc761ca		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	DocuSigned by: LORI RUBENSTEIN 19ADD8F59B9244E... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.2	Sent: 1/11/2022 5:25:33 PM Viewed: 1/12/2022 8:05:37 AM Signed: 1/12/2022 8:05:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Pamela Jewell pamela.jewell@simivalleyusd.org Administrative Services Assistant II Simi Valley USD Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 1/12/2022 8:06:02 AM Viewed: 1/19/2022 8:37:45 AM Signed: 1/19/2022 8:38:06 AM
Electronic Record and Signature Disclosure: Accepted: 10/20/2021 10:27:18 AM ID: 77a719ba-8cfa-478c-ab01-d769f2eee4d0		

Signer Events	Signature	Timestamp
Ron Todo ron.todo@simivalleyusd.org Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 1/19/2022 8:38:09 AM Viewed: 1/19/2022 9:56:14 AM Signed: 1/19/2022 9:56:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	1/11/2022 4:48:40 PM
Certified Delivered	Security Checked	1/19/2022 9:56:14 AM
Signing Complete	Security Checked	1/19/2022 9:56:25 AM
Completed	Security Checked	1/19/2022 9:56:25 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District - Facilities (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 - Facilities:

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: ron.todo@simivalleyusd.org

To advise Simi Valley Unified School District - Facilities 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 ron.todo@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 - Facilities

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 ron.todo@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 - Facilities

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 ron.todo@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 - Facilities 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 - Facilities during the course of your relationship with Simi Valley Unified School District - Facilities.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: APPROVAL OF CHANGE ORDER NO.1 SINALOA MIDDLE SCHOOL CLASSROOM RENOVATIONS, BID NO. 21E6BX358

Business & Facilities
Consent #14

January 11, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 18, 2021, the Board of Education authorized the award of Bid no. 21E6BX358 to Chalmers Construction Services in the amount of $430,000.00 for the classroom renovation project at Sinaloa Middle School.

In the course of construction, there were some unforeseen items and District change of scope.

Fiscal Analysis

$ 430,000.00	Original Contract
$ 21,263.99	Change Order No. 1
$ 451,263.99	Total Revised Contract, funded by Measure X

Recommendation

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

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Change Order No.1 Sinaloa Middle School Classroom Renovations.

Ayes: Smollen, LaBelle, Lubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

EXHIBIT "A"

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

		P.O.	X072-01-20
School Name:	Sinaloa Middle School	Date:	1/4/2022
Project Name:	Sinaloa MS Classroom Renovations	**Change Order Number:**	1
To: *(Contractor)*	Chalmers Construction Services, Inc	Project Number:	X027-01-20
From:	SVUSD - Jim Mcgregor	Bid Number:	21E6BX358

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	**Cumulative Change Order Total to Date** *(not including this CO)*	**Amount of this CO**	**Revised Contract Amount**	**% of this CO**	**% Total Cumulative COs** *(including this CO)*
$ 430,000.00	$ -	$ 21,263.99	$ 451,263.99	4.95%	4.95%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

Return unused portion of Project Allowance - Credit. Special Conditions 12.1	
Contract Allowance : $45,000.00	
AA#1 -$17,324.28	
AA#2 -$18,350.45	
AA#3 -$ 9,032.76	
$ 292.51 - (Unused Portion of Allowance)	($292.51)
COP #15 - Building, infill add'l rescessed MB walls - Bld'g D.	$ 6,442.79
COP #16 - Repair damaged wall framing (termite) in D14	$ 3,141.76
COP #13 - Patch/Repair concrete/conduit at cabinet Demo. Repair Carpet.	$ 2,714.81
COP #12 - Provide add'l framing/drywall/finish at Columns in bld'g D	$ 6,102.56
COP #19 - Install 5 projector boards (Bld'g D CR's)	$ 1,123.90
COP #21 - Revise techwall/whitebaords in Math room - Bld'g B	$ 1,017.10
COP #20 - Purchase/Supply Floor Material	$ 1,013.58
Total	$21,263.99

REASON FOR CHANGE:

Changes necessary to complete renovation of classrooms.

Initiator of Change: ☐ Contractor ☑ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows:

Change Order Item Code: _____ A/E Fee ☐ Yes ☐ No Project Manager Initials: _____

The Contract Amount due to this Change Order will be ☑ Increased ☐ Decreased ☐ Unchanged by $ 21,263.99

The Contract Time due to this Change Order will be ☐ Increased ☐ Decreased ☑ Unchanged by _____ days

The revised Final Completion date is ..... N/A

☐ Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

	Signature	*Name (Print)*	*Date*
Contractor:			
Project Coordinator		JIM MCGREGOR	
Construction Project Manager		JEFF KIPP	
Bond Program Manager		TONY JOSEPH	
Associate Superintendent, Business & Facilities		RON TODO	

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	12
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Additional drywall patch at existing steel posts Building D, framing inside the column posts, innstall drywall to cover existing excessive insulation foam, install corner beads and fine finish close to windows.

A. Subcontractor Cost of the Work:

Setag Construction	$ 5,698.00		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 5,698.00

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 284.90

C. Contractor Fee: (As per General Conditions) — Subtotal C: $ 119.66

Total = (A + B + C) — Total: $ 6,102.56

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** 9 **calendar days.**

☐ The proposal **does NOT affect the Contract Time.**

Contractor's Signature: Chalmers Construction Serv.	Duke Hartenian Printed Name & Title	September 21, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 10

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Additional drywall patch at existing steel posts Building D classrooms			
Wood framing, drywall patch, mud and finish at steel posts and cover the insulations	50.00	85.60	4,280.00
Material, pickup, delivery	1.00	800.00	800.00
dump	1.00	100.00	100.00
			0.00
			0.00
			0.00
			0.00
		SUB TOTAL	5,180.00
		O&P	518.00
		TOTAL	5,698.00

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

EXHIBIT "A"

EXHIBIT "A"

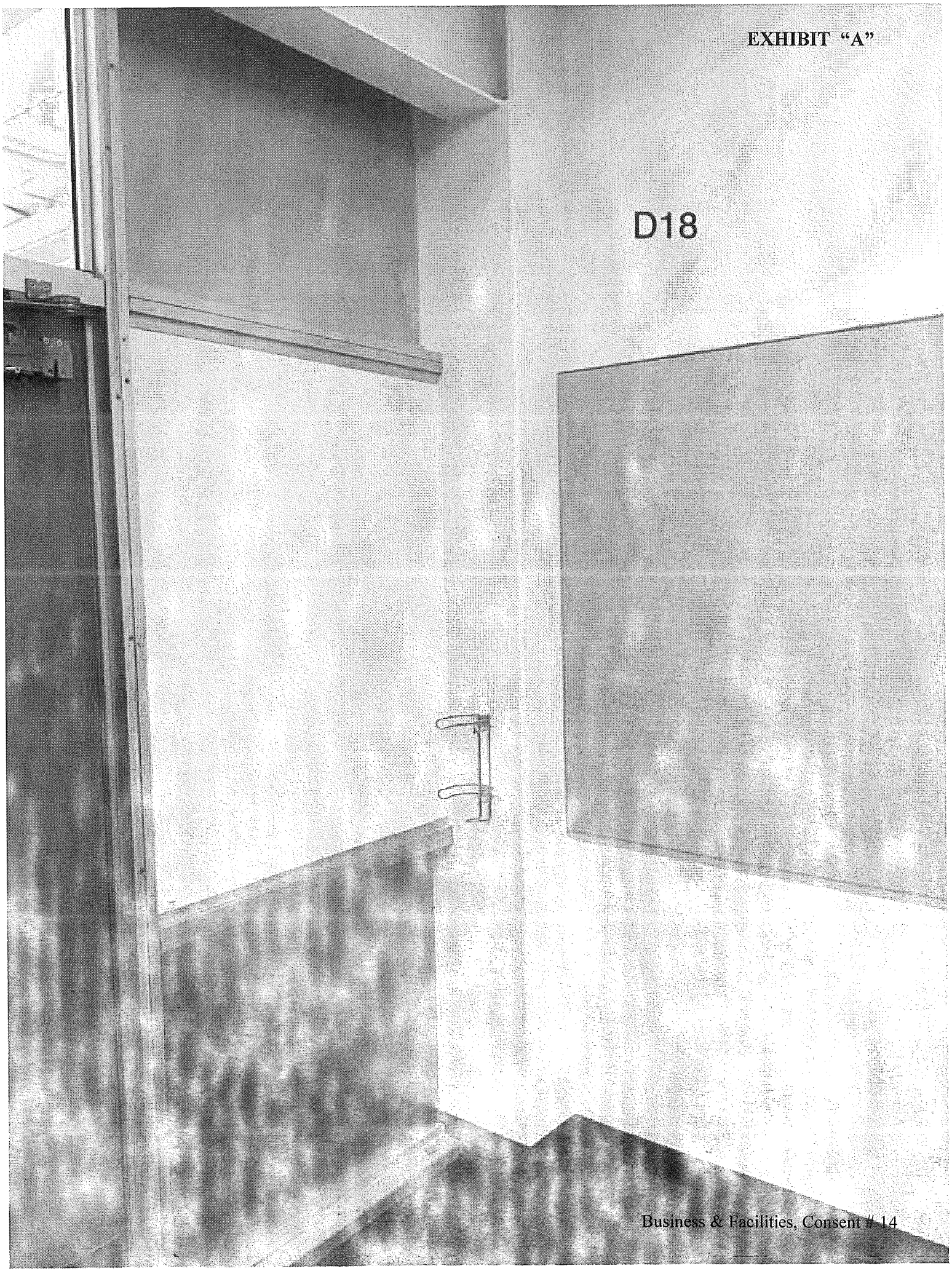


EXHIBIT "A"

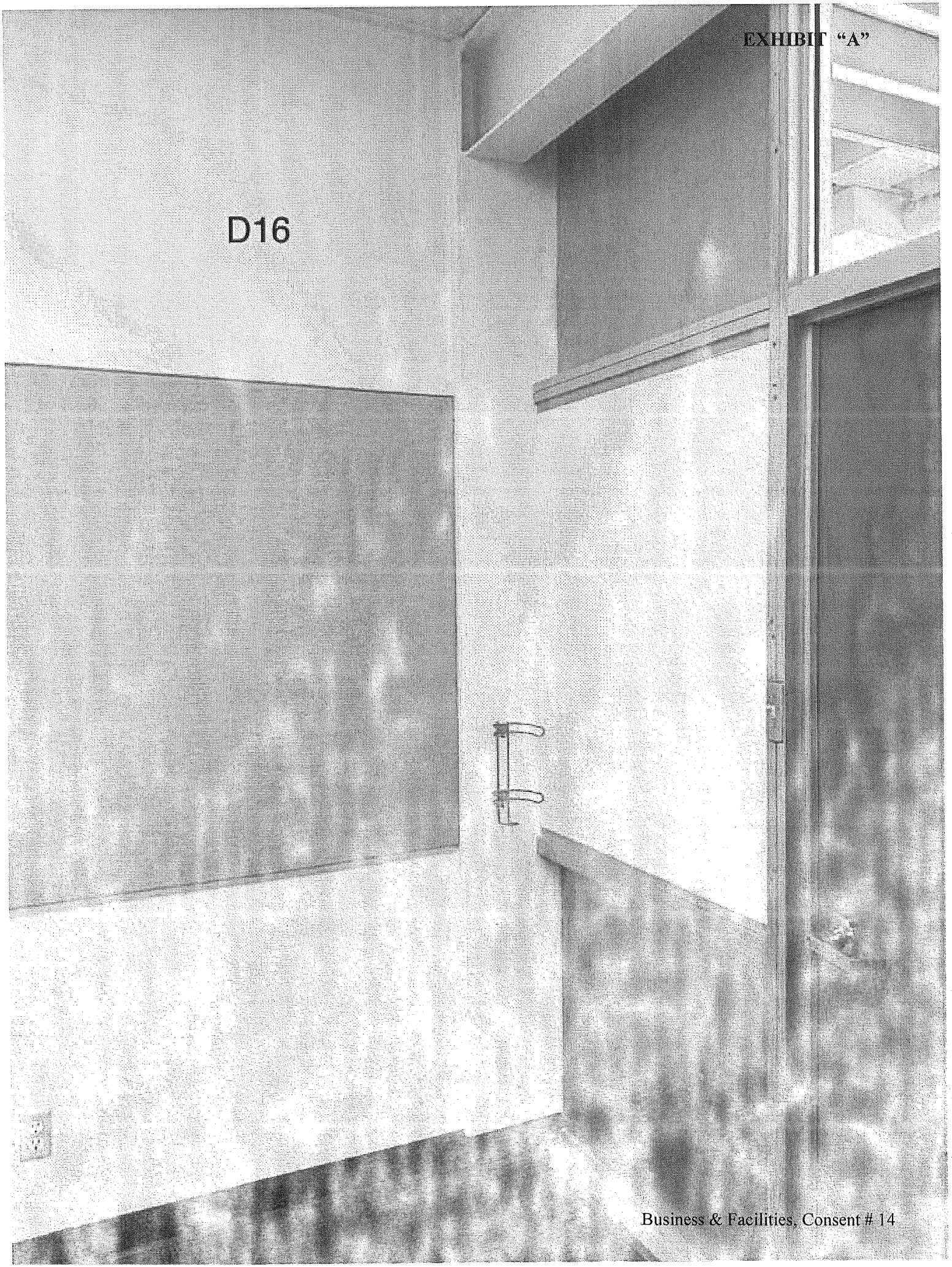


EXHIBIT "A"

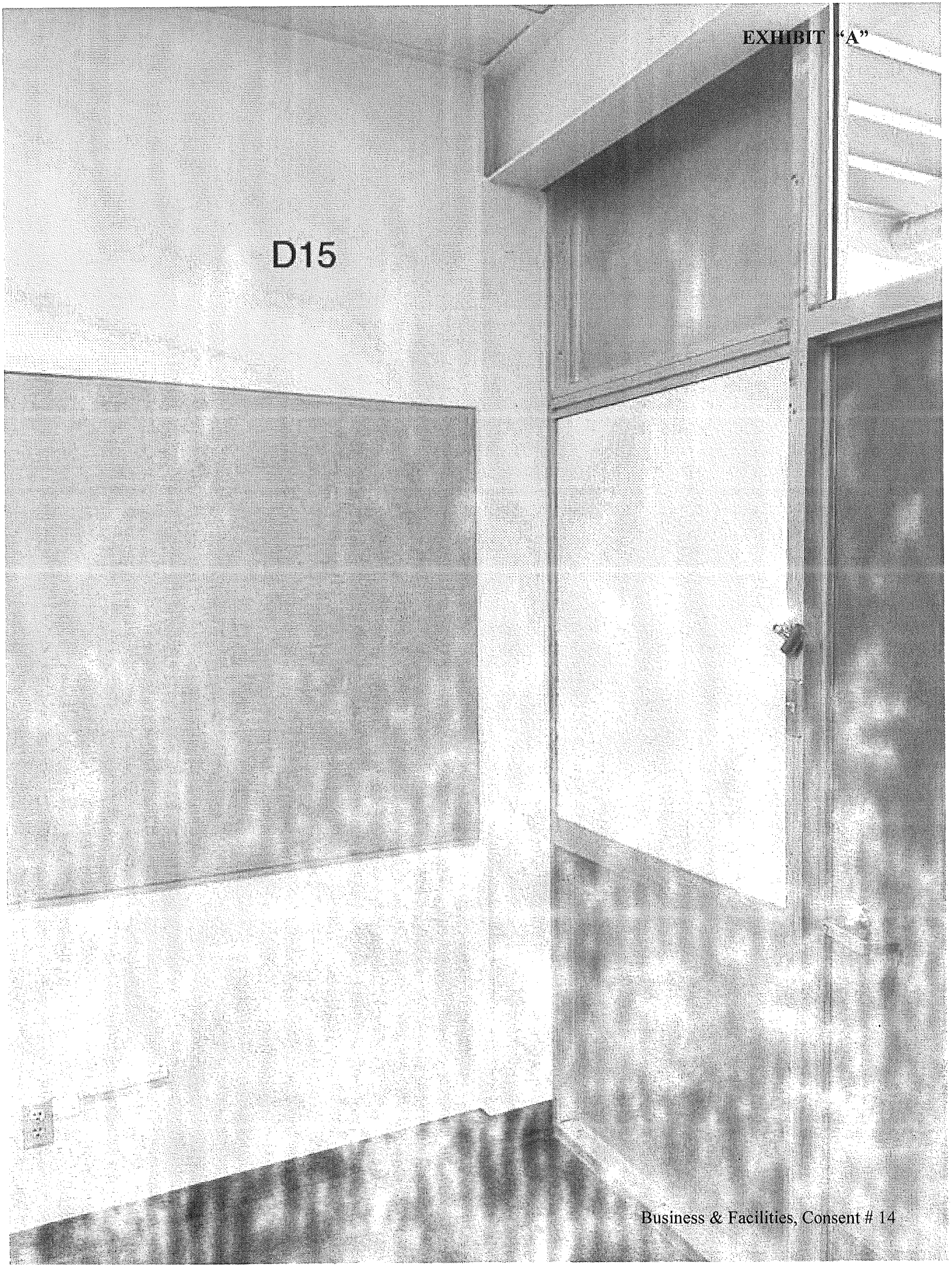


EXHIBIT "A"

Business & Facilities, Consent # 14

EXHIBIT "A"

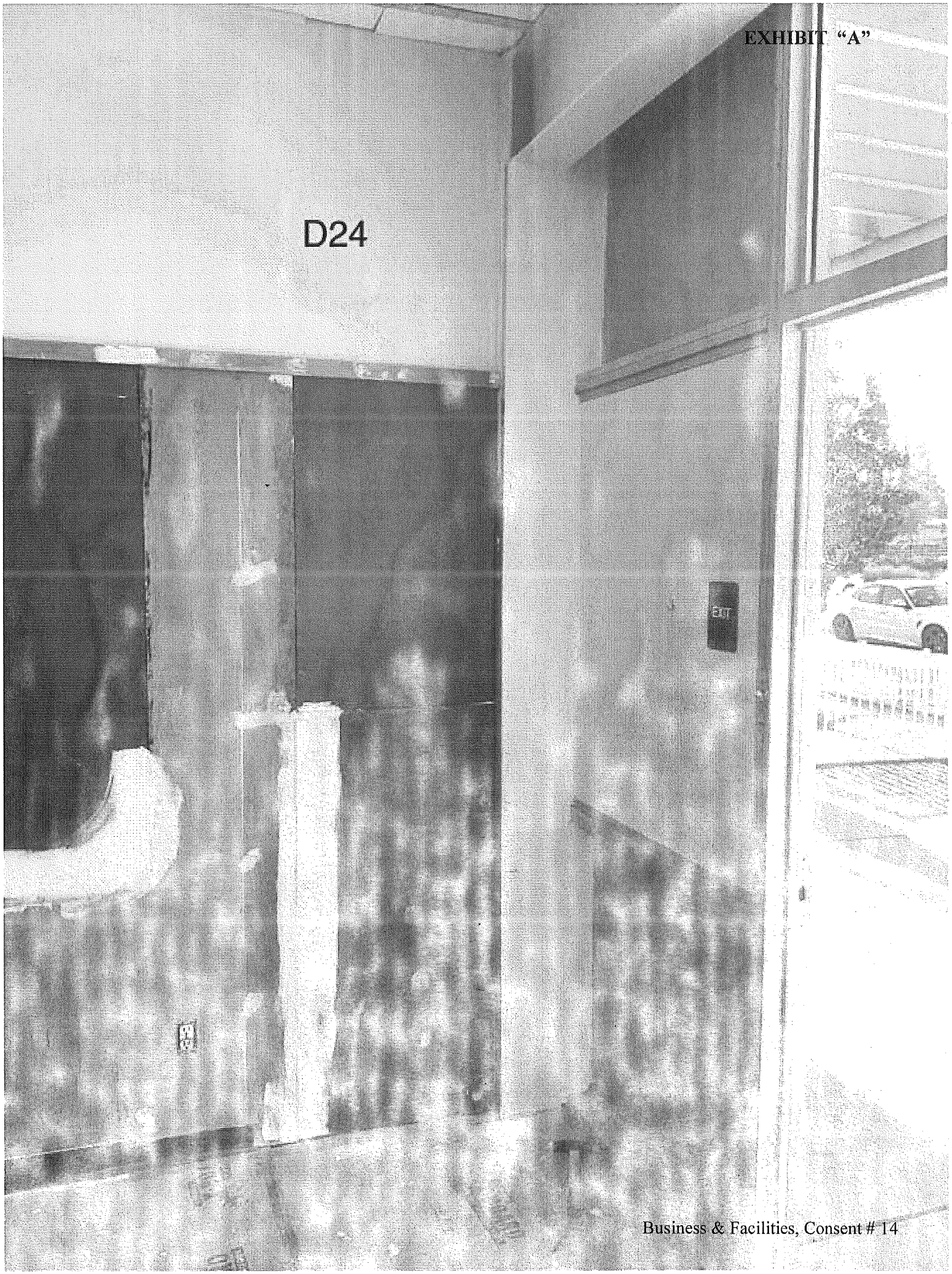
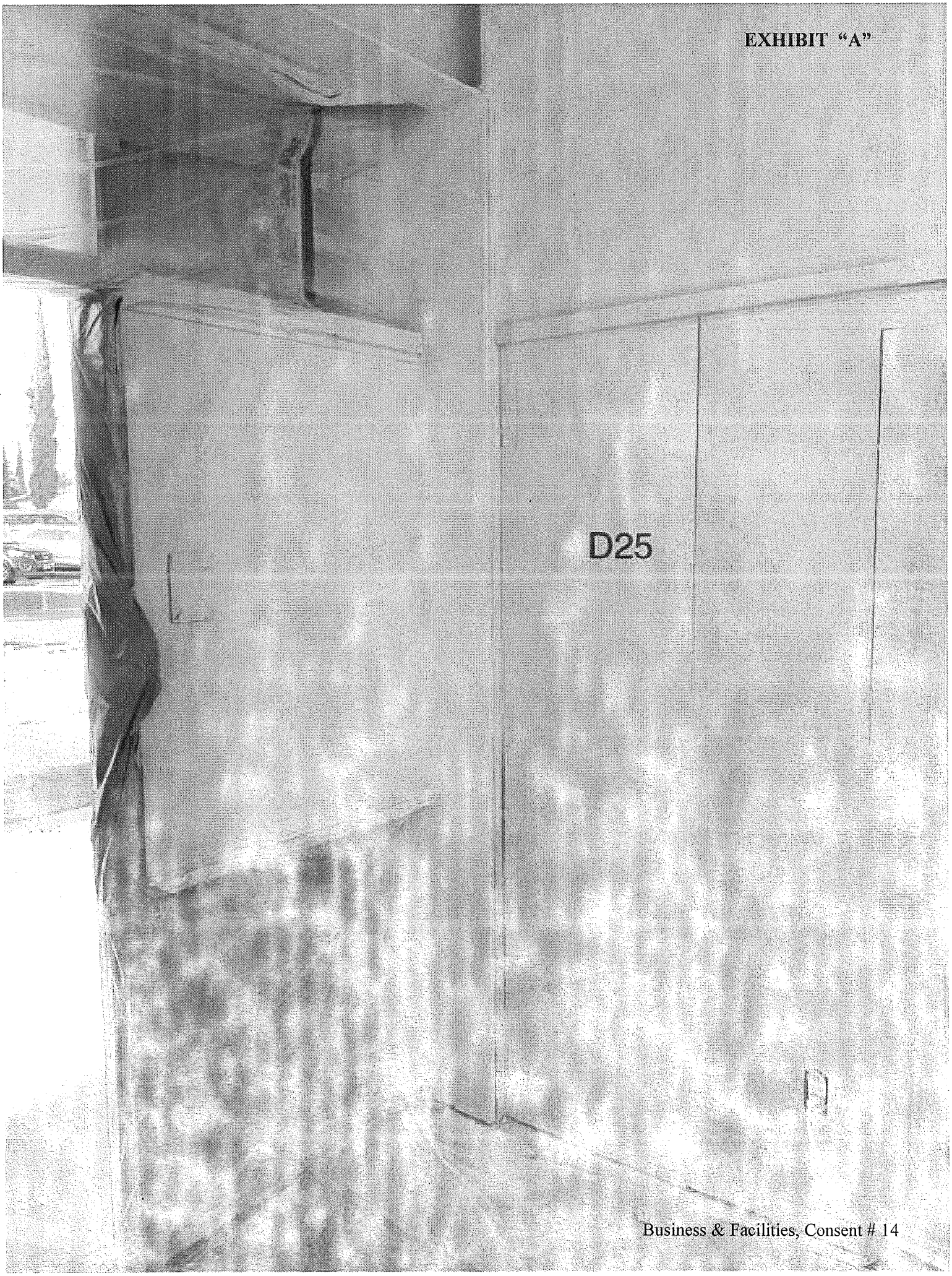


EXHIBIT "A"



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	13
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Remove/clean tiles, cut existing electrical pipes, grind and patch floors under cabinets at Bldg D classrooms.

A. Subcontractor Cost of the Work:

Setag Construction	$ 2,534.84		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 2,534.84

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 126.74

C. Contractor Fee: (As per General Conditions) Subtotal C: $ 53.23

Total = (A + B + C) **Total:** $ 2,714.81

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** [ ] **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

Contractor's Signature: Chalmers Construction Serv.	Duke Hartenian Printed Name & Title	September 21, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 11

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Remove misc. tile, cut existing pipes, grind and patch floors under the cabinets in building D			
Remvoe and dump misc tiles	8.00	85.60	684.80
Cut existing electrical pipes, grind floors and patch with concrete	16.00	85.60	1,369.60
Material	1.00	200.00	200.00
dump	1.00	50.00	50.00
			0.00
			0.00
			0.00
		SUB TOTAL	2,304.40
		O&P	230.44
		TOTAL	2,534.84

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	15
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Addendum # 1 calls for only one existing 4' x 8' marker board or which board to be removed and infills. 4*8=32*10 classroom=320 sqft total for bldg D. With existing situation there are more sqfootage needs to be remove and infill, approx. 720 sqft total extra to remove/dump/and infill.

A. Subcontractor Cost of the Work:

Setag Construction	$ 6,015.68	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	**Subtotal A:** $ 6,015.68

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -	
Materials and Equipment (See attached suporting documentation.)	$ -	
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:** $ 300.78

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 126.33

Total = (A + B + C) **Total:** $ 6,442.79

☐ The proposal would ☑ Increase ☐ Decrease **the Contract Time by** 5 **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

Contractor's Signature: **Chalmers Construction Serv.**	Duke Hartenian Printed Name & Title	September 21, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 12

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Additional wall panel demo/dump and new panel installations. Building D			
Remove/demo/dump additional white & tack boards	16.00	85.60	1,369.60
Install new wood panel add caulking at joints	32.00	85.60	2,739.20
Material, pickup, delivery	24.00	40.00	960.00
Tools	1.00	100.00	100.00
Dump	1.00	300.00	300.00
			0.00
			0.00
		SUB TOTAL	5,468.80
		O&P	546.88
		TOTAL	6,015.68

D14 72 SF
D15 108 SF
D16 108 SF
D18 54 SF
D27 54 SF
D23 72 SF
D24 108 SF
D25 108 SF

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	16
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Per District request, demo,remove,damaged walls at D-14, termite damages, fix damaged studs, install insullation, drywall, tape/Mud and finish.

A. Subcontractor Cost of the Work:

Setag Construction	$ 2,933.48	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	**Subtotal A:** $ 2,933.48

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -	
Materials and Equipment (See attached suporting documentation.)	$ -	
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:** $ 146.67

C. Contractor Fee: (As per General Conditions) Subtotal C: $ 61.60

Total = (A + B + C) **Total:** $ 3,141.76

☐ The proposal would ☑ Increase ☐ Decrease the Contract Time by 5 calendar days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: Chalmers Construction Serv.	Duke Hartenian Printed Name & Title	September 21, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 13

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Demo,remove,damaged walls at D-14, fix damaged studs, install insullation, drywall, tape/Mud and finish.			
Demo wall finishes and dump	12.00	85.60	1,027.20
Install insulation, drywall, tape/mud and finish	16.00	85.60	1,369.60
Material, pickup, delivery	1.00	120.00	120.00
Tools	1.00	50.00	50.00
Dump	1.00	100.00	100.00
			0.00
			0.00
		SUB TOTAL	2,666.80
		O&P	266.68
		TOTAL	2,933.48

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

EXHIBIT "A"

D14

EXHIBIT "A"

EXHIBIT "A"

Business & Facilities, Consent # 14

EXHIBIT "A"

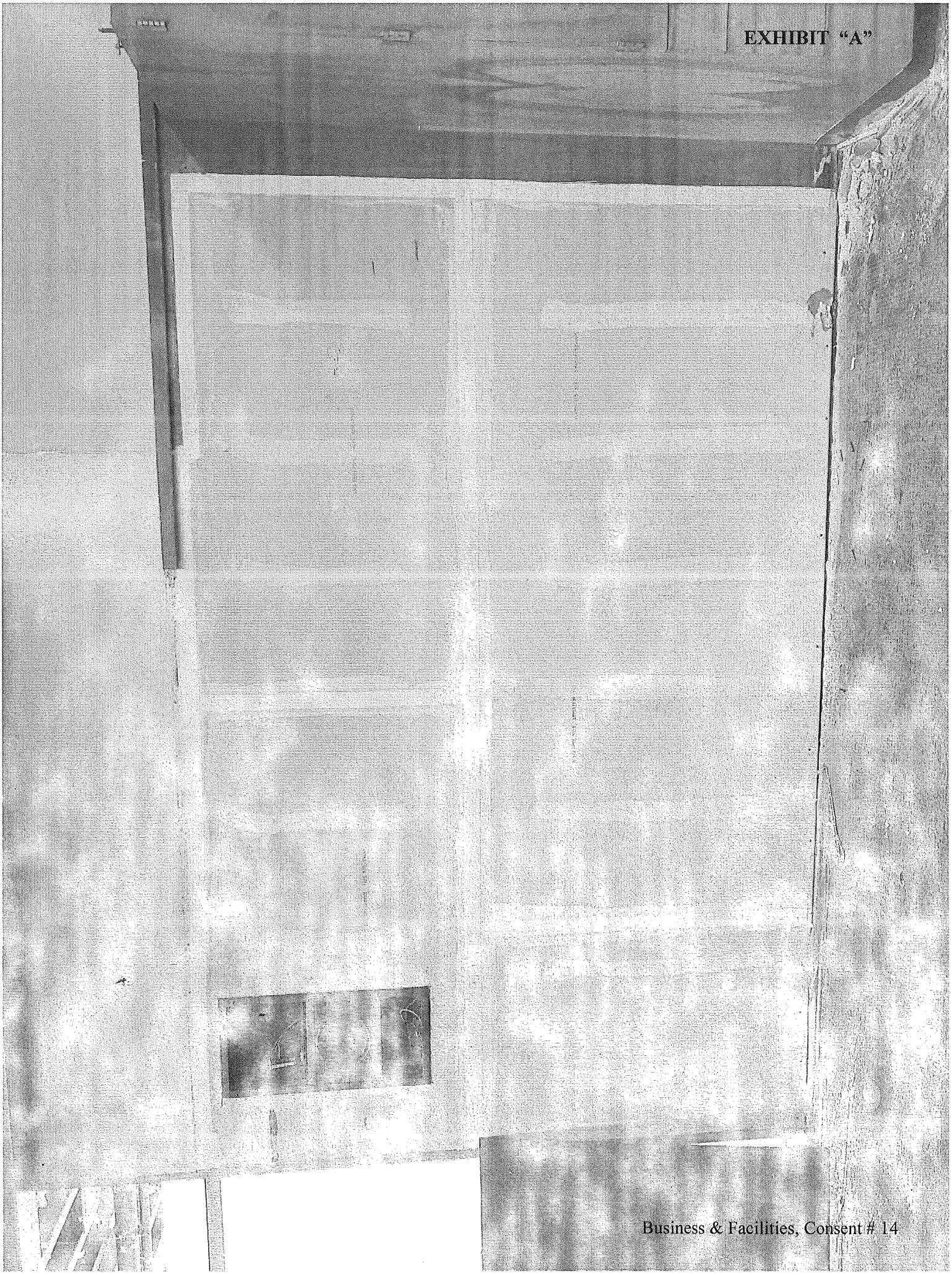


EXHIBIT "A"

EXHIBIT "A"

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	October 14, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	19
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Per District's direction: Labor to install five (8) smartboards in classrooms per Jim MCGregger w/Simi Valley USD

A. Subcontractor Cost of the Work:

GC Custom Wallcoverings	$ 1,049.39	
	$ -	
	$ -	
	$ -	
	$ -	**Subtotal A:** $ 1,049.39

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -	
Materials and Equipment (See attached suporting documentation.)	$ -	
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:** $ 52.47

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 22.04

Total = (A + B + C) **Total:** $ 1,123.90

☐ The proposal would ☑ Increase ☐ Decrease the Contract Time by **0** **calendar days.**

☐ The proposal does **NOT** affect the Contract Time.

Contractor's Signature: **Chalmers Construction Serv.**	Duke Hartenian Printed Name & Title	October 14, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

Change Order Proposal

GC Custom Wallcoverings, Inc.
5696 Stanford Street
Ventura, CA 93003
(805) 509-0887

Client:	**Chalmers Construction, Inc.**
Owner	**Simi Valley USD**
Project:	**Sinaloa M S**
Project Manager:	
BRJ's RFP #, Item #, CD #:	
Contractor's COP No.:	
Date:	**10/12/2021**

Description: Labor to install five (8) smartboards in classrooms per Jim MCGregger w/Simi Valley USD

To:	**Chalmers Construction**
From:	**Jim Gilligan**

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the Contract regarding proposed changes to the contract documents.

Associated Drawings: None - verbal by contractor - mockup on 2nd floor for approval

Direct Costs:

Item	Material	Labor	shipping	Sales tax	TOTALS
Sub: Install five (8) smartboards - 9 hrs.	$47.99	$902.40	$0.00	$3.60	$953.99
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
GC:					
GC:					
GC:					

A.	TOTAL SUBCONTRACTOR COSTS:		$953.99
B.	MARK-UP OF SUBCONTRACTOR COSTS (10% max.):		$95.40
	SUBTOTAL OF SUBCONTRACTOR COSTS:		$1,049.39
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (4%):		
C.	General Contractor's Material:	$0.00	
D.	General Contractor's Sales Tax:	$0.00	
E.	General Contractor's Labor:	$0.00	
F.	General Contractor's Equipment:	$0.00	
G.	General Contractor's Direct Expenses (C+D+E+F):	$0.00	
H.	Overhead & Profit (15% of G):	$0.00	
I.	GENERAL CONTRACTOR TOTAL (G+H):		$0.00
J.	SUB-TOTAL (A+B+I):		$1,049.39
K.	Insurance Rate:		$0.00
L.	Bond Rate:		$0.00
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		$1,049.39
	Total Added Days Duration Anticipated:	0	

Subcontractor:	James P Gilligan	*James P Gilligan/President*	10/1/2021
	Signature	Name and Title (Printed)	Date

AOR:	Signature	Name and Title (Printed)	Date

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	October 20, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	20
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Charge for show up time per union contract on 9/26/21 due to District supplied material not being found by Contractor. Hoover had to purchase material for VCT patch work in various locations. T&M ticket attached.

A. Subcontractor Cost of the Work:

Hoover	$ 946.39		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 946.39

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 47.32

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 19.87

Total = (A + B + C) **Total:** $ 1,013.58

☐ The proposal would ☑ Increase ☐ Decrease the Contract Time by 0 calendar days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: Chalmers Construction Serv.	Duke Hartenian Printed Name & Title	October 20, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

Hoover CO.
FLOOR COVERING CONTRACTORS

Project:	Sinaloa MS	**Work Category:**	Flooring
To:	Chalmers Construction	**Attn:**	Duke Hartenaian
From:	Donald M. Hoover Co.	**By:**	Liz Luna
Date Generated:	10/20/2021	**COR Number:**	1

Description of Work: **Reference RFI No.** _____ **RFP No.** _____

Charge for show up time per union contract on 9/26/21 due to District supplied material not being found by Contractor. Hoover had to purchase material for VCT patch work in various locations. T&M ticket attached.

	Hoover Extra Work	Sub Extra Work	Hoover Credit Enter Negative Numbers
A. Material (attach itemized quantity and unit cost plus sales tax)	230.55	-	-
B. Labor (attach itemized labor classification, hours and rates)	592.40	-	-
C. Equipment (attach itemized list)	-	-	-
D. Subtotal	822.95	-	-
E. If Subcontractors perform Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed (15%) of item D,			-
F. Social Security & UEI taxes NTE as follows: FICA@6.2% wage ceiling $84,900; Medicare @ 1.45%; FUTA@ .8% wage ceiling of $7000; ETT and SUI @ 2.3% wage ceiling of $7000 Workers Comp @5.94%, Total not to exceed 16.69% (Note: Modifications to these percentages will be evaluated and possibly modified on a case-by-case basis only and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).	Incl. in Labor Rate		
G. Subtotal	822.95	-	-
H. From line G, the Trade Contractor's overhead and profit including Liability & Property Damage, not to exceed (15%) for self performed work and not to exceed (5%) of subcontractor performed work.	123.44	-	-
I. Subtotal	946.39	-	-
J. Bond not to exceed (1%) of item I.			-
K. Total Grand Total $ 946.39	$ 946.39	$ -	$ -

☑ The proposal would ☑ Increase ☐ Decrease $946.00

☐

Contractor _____ *Signature* _____ Date _____

EXHIBIT "A"

TRADE CONTRACTOR WORKSHEET

Price for Materials					
Item	Material Description	Unit of Measure	Qty	Unit Price	Extended Price
1	Mapei Planipatch	bg	1	$ 24.65	$ 24.65
2	Armstrong VCT	crtn	1	$ 55.29	$ 55.29
3	VCT adhesive	gal	1	$ 26.95	$ 26.95
4	Covebase adhesive	gal	1	$ 18.62	$ 18.62
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
13					$ -
14					$ -
15					$ -
16					$ -
17					$ -
18					$ -
19					$ -
20					$ -
		Subtotal			$ 125.51
		Freight			$ 95.00
		Tax			$ 10.04
		Total			$ 230.55
Price for Equipment					
1	Journeyman	day			$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
		Subtotal			$ -
		Delivery Charge			$ -
		Tax			$ -
		Total			$ -
Cost of Labor					
1	Journeyman	Hr	8	$ 74.05	$ 592.40
2					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
		Total			$ 592.40

Hoover CO.

FLOOR COVERING CONTRACTORS
10130 REDWOOD AVENUE
FONTANA, CALIFORNIA 92335
FLOOR CONTRACTORS
LICENSE NO. 779667 C-15

EXTRA TO CONTRACT

Date: 10-5-21

Our Job No. DMH 178

Project: Shoalou School

Customer Order No.

Address: 601 Ryal Ave
Simi Valley

Foreman: Roberto Mata

Authorized By:

Print:

Description of work performed and Location:

Hoover Provided Material to Patch Hoarlos

Main Hours: 4 hrs

Total Hours: 4 hrs

MATERIALS

Type	Quantity
Armstrong VCT 51836	45 sq ft.
Armstrong Adhesive S-700	1 gal
CHARO-C400 Cove base adhesive	1 gal
MAPEI - PlanPatch	1 25lb bag

All work described above is extra to original contract and will be billed according. Signature above verifies work was completed and is the only invoice.

WHITE - Office Copy

CANARY - Customer Copy

EXHIBIT "A"

Hoover Co.

FLOOR COVERING CONTRACTORS
10130 REDWOOD AVENUE
FONTANA, CALIFORNIA 92335
(909) 829-7000
(909) 829-7013

EXTRA TO CONTRACT

Date: 1-26-21

Our Job No. DMH-178

Project: Sinaloa School

Customer Order No.

Address: 601 Royal Ave
Simi Valley

Foreman: Roberto Mata

Authorized By:

Print:

Description of work performed and Location:

Show up time.
District did not have material to patch each V.C.T. flooring.
4 Hours. plus Mileage.
Robert Mata.

Main Hours:

Total Hours:

MATERIALS

Type	Quantity

All work described above is extra to original contract and will be billed accordingly. Signature above verifies work was completed and is due upon receipt.

WHITE: Original Copy

CANARY: Customer

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	November 1, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	21
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Per District's direction: Labor & material to modify Classroom B-14 per single page elevations provided. To remove portions of existing tech wall on the North and West Walls, and install 4'x'8 Marker boards. 4x4 at East Wall. (please see attached sketch)

A. Subcontractor Cost of the Work:

GC Custom Wallcoverings	$ 949.67		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 949.67

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 47.48

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 19.94

Total = (A + B + C) **Total:** $ 1,017.10

☐ The proposal would ☑ Increase ☐ Decrease the Contract Time by 0 calendar days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: Chalmers Construction Serv.	Duke Hartenian Printed Name & Title	November 1, 2021 Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

Change Order Proposal

GC Custom Wallcoverings, Inc.
5696 Stanford Street
Ventura, CA 93003
(805) 509-0887

Client:	**Chalmers Construction, Inc.**
Owner	**Simi Valley USD**
Project:	**Sinaloa M S**
Project Manager:	
BRJ's RFP #, Item #, CD #:	
Contractor's COP No.:	
Date:	**11/1/2021**

Description: Labor & material to modify Classroom B-14 per single page elevations provided.

To:	**Chalmers Construction**
From:	**Jim Gilligan**

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the Contract regarding proposed changes to the contract documents.

Associated Drawings: None - verbal by contractor - mockup on 2nd floor for approval

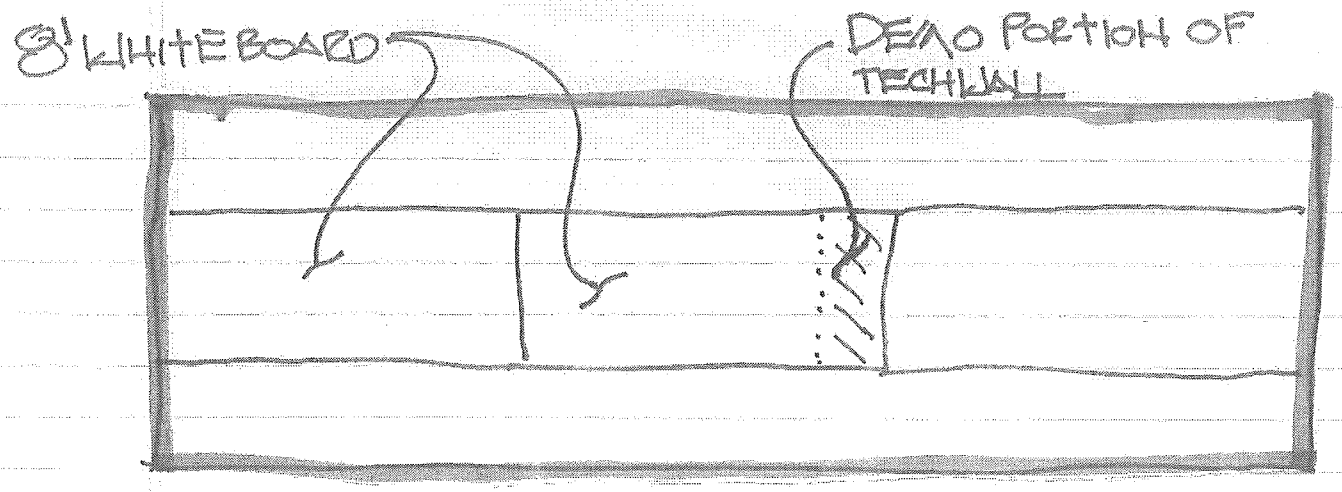
Direct Costs:

Item	Material	Labor	shipping	Sales tax	TOTALS
Sub: Modify classroom B-14	$168.30	$682.00	$0.00	$13.04	$863.34
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
GC:					
GC:					
GC:					

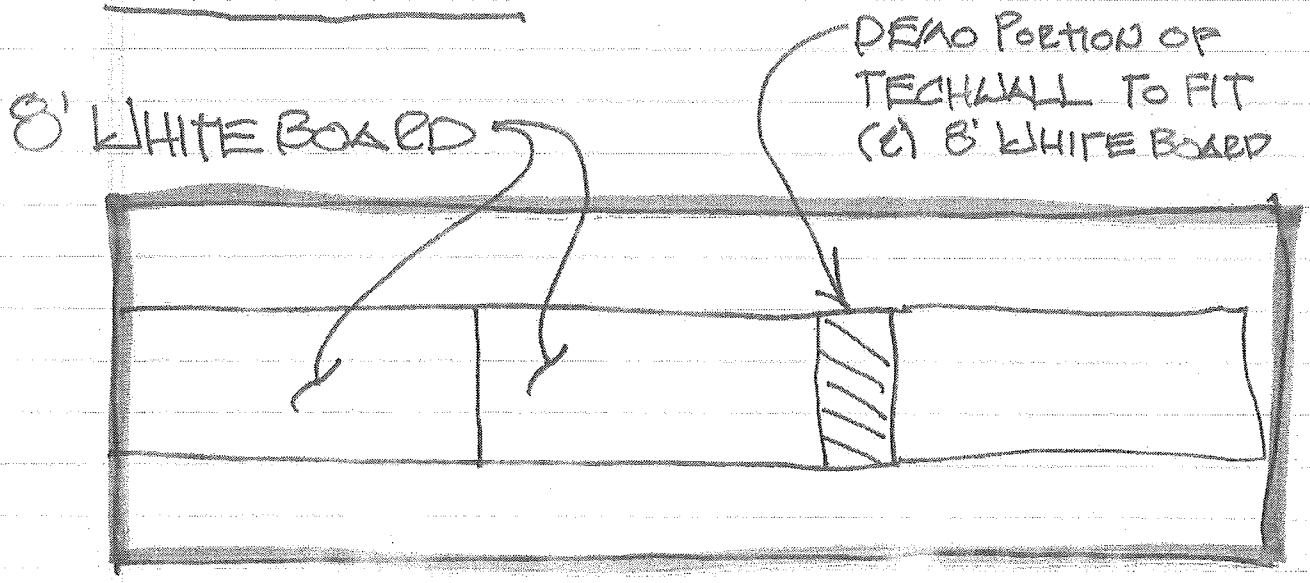
A.	TOTAL SUBCONTRACTOR COSTS:		$863.34
B.	MARK-UP OF SUBCONTRACTOR COSTS (10% max.):		$86.33
	SUBTOTAL OF SUBCONTRACTOR COSTS:		$949.67
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (4%):		
C.	General Contractor's Material:	$0.00	
D.	General Contractor's Sales Tax:	$0.00	
E.	General Contractor's Labor:	$0.00	
F.	General Contractor's Equipment:	$0.00	
G.	General Contractor's Direct Expenses (C+D+E+F):	$0.00	
H.	Overhead & Profit (15% of G):	$0.00	
I.	GENERAL CONTRACTOR TOTAL (G+H):		$0.00
J.	SUB-TOTAL (A+B+I):		$949.67
K.	Insurance Rate:		$0.00
L.	Bond Rate:		$0.00
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		$949.67
	Total Added Days Duration Anticipated:	0	

Subcontractor:	James P Gilligan	*James P Gilligan/President*	11/1/2021
	Signature	Name and Title (Printed)	Date

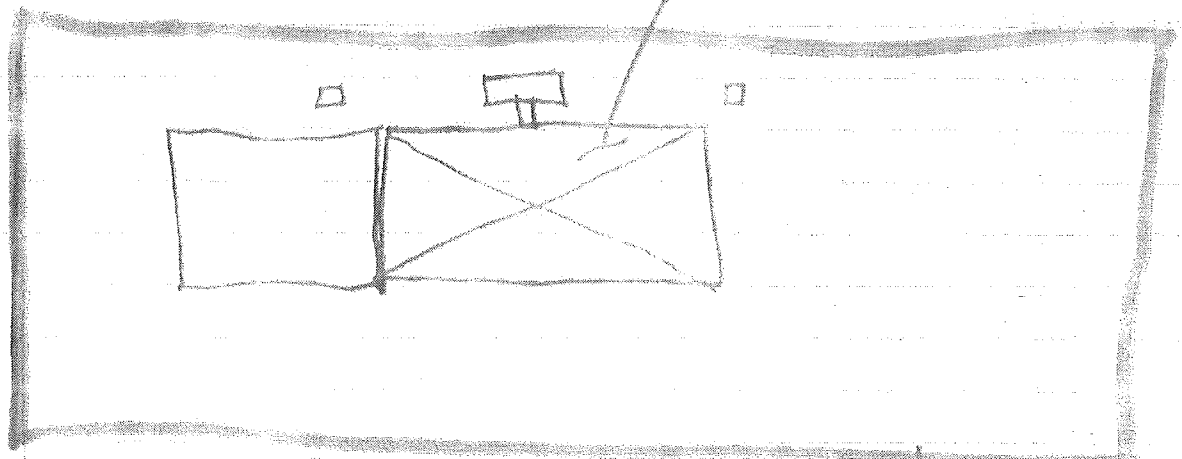
AOR:			
	Signature	Name and Title (Printed)	Date



NORTH WALL



WEST WALL



ROOM B-14

REMOVE TECHWALL, INSTALL 4' WIDE MARKER BOARD

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

		P.O.	X072-01-20
School Name:	**Sinaloa Middle School**	Date:	1/4/2022
Project Name:	**Sinaloa MS Classroom Renovations**	**Change Order Number:**	**1**
To: *(Contractor)*	**Chalmers Construction Services, Inc**	Project Number:	X027-01-20
From:	**SVUSD - Jim Mcgregor**	Bid Number:	21E6BX358

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	**Cumulative Change Order Total to Date** *(not including this CO)*	**Amount of this CO**	**Revised Contract Amount**	**% of this CO**	**% Total Cumulative COs** *(including this CO)*
$ 430,000.00	$ -	$ 21,263.99	$ 451,263.99	4.95%	4.95%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

Return unused portion of Project Allowance - Credit. Special Conditions 12.1	
Contract Allowance : $45,000.00	
AA#1 -$17,324.28	
AA#2 -$18,350.45	
AA#3 -$ 9,032.76	
$ 292.51 - (Unused Portion of Allowance)	($292.51)
COP #15 - Building, infill add'l rescessed MB walls - Bld'g D.	$ 6,442.79
COP #16 - Repair damaged wall framing (termite) in D14	$ 3,141.76
COP #13 - Patch/Repair concrete/conduit at cabinet Demo. Repair Carpet.	$ 2,714.81
COP #12 - Provide add'l framing/drywall/finish at Columns in bld'g D	$ 6,102.56
COP #19 - Install 5 projector boards (Bld'g D CR's)	$ 1,123.90
COP #21 - Revise techwall/whitebaords in Math room - Bld'g B	$ 1,017.10
COP #20 - Purchase/Supply Floor Material	$ 1,013.58
Total	$21,263.99

REASON FOR CHANGE:

Changes necessary to complete renovation of classrooms.

Initiator of Change: ☐ Contractor ☑ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows:

Change Order Item Code: _____ A/E Fee ☐ Yes ☐ No Project Manager Initials: _____

The Contract Amount due to this Change Order will be ☑ Increased ☐ Decreased ☐ Unchanged by $ 21,263.99

The Contract Time due to this Change Order will be ☐ Increased ☐ Decreased ☑ Unchanged by _____ days

The revised Final Completion date is ..... N/A

☐ Milestones in the Contract have been changed as per the attached Schedule

DS

This Request appears valid and is recommended for approval.

		Name (Print)	Date
Contractor:	DocuSigned by:	Duke Hartenian	1/12/2022 | 2:09 PM PST
Project Coordinator	DocuSigned by:	JIM MCGREGOR	1/12/2022 | 2:15 PM PST
Construction Project Manager	DocuSigned by:	JEFF KIPP	1/24/2022 | 11:17 AM PS
Bond Program Manager	DocuSigned by: LORI RUBENSTEIN	LORI RUBENSTEIN	1/24/2022 | 3:16 PM PST
Associate Superintendent, Business & Facilities		RON TODO	1/27/2022 | 11:39 AM PS

Change Order 6.30.5
Rev. 08/20/19

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	12
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Additional drywall patch at existing steel posts Building D, framing inside the column posts, innstall drywall to cover existing excessive insulation foam, install corner beads and fine finish close to windows.

A. Subcontractor Cost of the Work:

Setag Construction	$ 5,698.00		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 5,698.00

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 284.90

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 119.66

Total = (A + B + C) **Total:** $ 6,102.56

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** **9** **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

ture: **Chalmers Construction Serv.**

Duke Hartenian
Printed Name & Title

September 21, 2021
Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 10

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Additional drywall patch at existing steel posts Building D classrooms			
Wood framing, drywall patch, mud and finish at steel posts and cover the insulations	50.00	85.60	4,280.00
Material, pickup, delivery	1.00	800.00	800.00
dump	1.00	100.00	100.00
			0.00
			0.00
			0.00
			0.00
		SUB TOTAL	5,180.00
		O&P	518.00
		TOTAL	5,698.00

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	13
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Remove/clean tiles, cut existing electrical pipes, grind and patch floors under cabinets at Bldg D classrooms.

A. Subcontractor Cost of the Work:

Setag Construction	$ 2,534.84		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 2,534.84

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 126.74

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 53.23

Total = (A + B + C) **Total:** $ 2,714.81

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** [ ] **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

ıre: **Chalmers Construction Serv.**

Duke Hartenian
Printed Name & Title

September 21, 2021
Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 11

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Remove misc. tile, cut existing pipes, grind and patch floors under the cabinets in building D			
Remvoe and dump misc tiles	8.00	85.60	684.80
Cut existing electrical pipes, grind floors and patch with concrete	16.00	85.60	1,369.60
Material	1.00	200.00	200.00
dump	1.00	50.00	50.00
			0.00
			0.00
			0.00
		SUB TOTAL	2,304.40
		O&P	230.44
		TOTAL	2,534.84

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	15
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Addendum # 1 calls for only one existing 4' x 8' marker board or which board to be removed and infills. 4*8=32*10 classroom=320 sqft total for bldg D. With existing situation there are more sqfootage needs to be remove and infill, approx. 720 sqft total extra to remove/dump/and infill.

A. Subcontractor Cost of the Work:

Setag Construction	$ 6,015.68		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 6,015.68

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 300.78

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 126.33

Total = (A + B + C) **Total:** $ 6,442.79

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** **5** **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

ure: **Chalmers Construction Serv.**

Duke Hartenian
Printed Name & Title

September 21, 2021
Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 12

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Additional wall panel demo/dump and new panel installations. Building D			
Remove/demo/dump additional white & tack boards	16.00	85.60	1,369.60
Install new wood panel add caulking at joints	32.00	85.60	2,739.20
Material, pickup, delivery	24.00	40.00	960.00
Tools	1.00	100.00	100.00
Dump	1.00	300.00	300.00
			0.00
			0.00
		SUB TOTAL	5,468.80
		O&P	546.88
		TOTAL	6,015.68

D14 72 SF
D15 108 SF
D16 108 SF
D18 54 SF
D27 54 SF
D23 72 SF
D24 108 SF
D25 108 SF

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	September 21, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	16
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Per District request, demo,remove,damaged walls at D-14, termite damages, fix damaged studs, install insullation, drywall, tape/Mud and finish.

A. Subcontractor Cost of the Work:

Setag Construction	$ 2,933.48		
	$ -		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 2,933.48

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 146.67

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 61.60

Total = (A + B + C) **Total:** $ 3,141.76

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** **5** **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

Signature: Chalmers Construction Serv.

Duke Hartenian
Printed Name & Title

September 21, 2021
Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

SETAGH CONSTRUCTION, INC.

2626 FOOTHILL BLVD. SUITE 204
LA CRESCENTA, CA 91214

TEL: (855) 266-3357
FAX: (818) 581-4411

DATE 9/17/2021

Change order # 13

PROJECT NAME: Sinaloa MS - Classroom renovations

PROJECT #:

INVOICE TO : CHALMERS CONSTRUCTION SERVICES INC.
ADDRESS 2600 FOOTHILL BLVD., SUITE 304
LA CRESCENTA CA 91214

DESCRIPTION	QTY	AMOUNT	TOTAL
Demo,remove,damaged walls at D-14, fix damaged studs, install insullation, drywall, tape/Mud and finish.			
Demo wall finishes and dump	12.00	85.60	1,027.20
Install insulation, drywall, tape/mud and finish	16.00	85.60	1,369.60
Material, pickup, delivery	1.00	120.00	120.00
Tools	1.00	50.00	50.00
Dump	1.00	100.00	100.00
			0.00
			0.00
		SUB TOTAL	2,666.80
		O&P	266.68
		TOTAL	2,933.48

THANK YOU,

VACHIK SETAGHIAN
PRES., SETAGH CONSTRUCTION, INC.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

D14

Docu Sig ed Envelope ID: A2216143-C2B34-C6B-4-9B6-B8B-4E4E8B8B

DocuSign Envelope ID: AD14E413-0293-4C4E-8A8E-9654E4EE8005

DocuSign Envelope ID: AD14E413-0293-4C4E-9A8E-9654E64EE8D5

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	October 14, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	19
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Per District's direction: Labor to install five (8) smartboards in classrooms per Jim MCGregger w/Simi Valley USD

A. Subcontractor Cost of the Work:

GC Custom Wallcoverings	$ 1,049.39		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 1,049.39

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 52.47

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 22.04

Total = (A + B + C) **Total:** $ 1,123.90

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** **0** **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

ure: **Chalmers Construction Serv.**

Duke Hartenian
Printed Name & Title

October 14, 2021
Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

Change Order Proposal

GC Custom Wallcoverings, Inc.
5696 Stanford Street
Ventura, CA 93003
(805) 509-0887

Client:	**Chalmers Construction, Inc.**
Owner	**Simi Valley USD**
Project:	**Sinaloa M S**
Project Manager:	
BRJ's RFP #, Item #, CD #:	
Contractor's COP No.:	
Date:	**10/12/2021**

Description: Labor to install five (8) smartboards in classrooms per Jim MCGregger w/Simi Valley USD

To:	**Chalmers Construction**
From:	**Jim Gilligan**

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the Contract regarding proposed changes to the contract documents.

Associated Drawings: None - verbal by contractor - mockup on 2nd floor for approval

Direct Costs:

Item	Material	Labor	shipping	Sales tax	TOTALS
Sub: Install five (8) smartboards - 9 hrs.	$47.99	$902.40	$0.00	$3.60	$953.99
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
GC:					
GC:					
GC:					

A.	TOTAL SUBCONTRACTOR COSTS:		$953.99
B.	MARK-UP OF SUBCONTRACTOR COSTS (10% max.):		$95.40
	SUBTOTAL OF SUBCONTRACTOR COSTS:		$1,049.39
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (4%):		
C.	General Contractor's Material:	$0.00	
D.	General Contractor's Sales Tax:	$0.00	
E.	General Contractor's Labor:	$0.00	
F.	General Contractor's Equipment:	$0.00	
G.	General Contractor's Direct Expenses (C+D+E+F):	$0.00	
H.	Overhead & Profit (15% of G):	$0.00	
I.	GENERAL CONTRACTOR TOTAL (G+H):		$0.00
J.	SUB-TOTAL (A+B+I):		$1,049.39
K.	Insurance Rate:		$0.00
L.	Bond Rate:		$0.00
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		$1,049.39
	Total Added Days Duration Anticipated:	**0**	

Subcontractor:	James P Gilligan	***James P Gilligan/President***	10/1/2021
	Signature	Name and Title (Printed)	Date

AOR:	Signature	Name and Title (Printed)	Date

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	October 20, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	20
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Charge for show up time per union contract on 9/26/21 due to District supplied material not being found by Contractor. Hoover had to purchase material for VCT patch work in various locations. T&M ticket attached.

A. Subcontractor Cost of the Work:

Hoover	$ 946.39		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 946.39

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 47.32

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 19.87

Total = (A + B + C) **Total:** $ 1,013.58

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** **0** **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

ature: **Chalmers Construction Serv.**

Duke Hartenian
Printed Name & Title

October 20, 2021
Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

Hoover CO.
FLOOR COVERING CONTRACTORS

Project:	Sinaloa MS	**Work Category:**	Flooring
To:	Chalmers Construction	**Attn:**	Duke Hartenaian
From:	Donald M. Hoover Co.	**By:**	Liz Luna
Date Generated:	10/20/2021	**COR Number:**	1

Description of Work: **Reference RFI No.** _____ **RFP No.** _____

Charge for show up time per union contract on 9/26/21 due to District supplied material not being found by Contractor. Hoover had to purchase material for VCT patch work in various locations. T&M ticket attached.

		Hoover Extra Work	Sub Extra Work	**Hoover Credit** Enter Negative Numbers
A. Material (attach itemized quantity and unit cost plus sales tax)		230.55	-	-
B. Labor (attach itemized labor classification, hours and rates)		592.40	-	-
C. Equipment (attach itemized list)		-	-	-
D. Subtotal		822.95	-	-
E. If Subcontractors perform Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed (15%) of item D,				-
F. Social Security & UEI taxes NTE as follows: FICA@6.2% wage ceiling $84,900; Medicare @ 1.45%; FUTA@ .8% wage ceiling of $7000; ETT and SUI @ 2.3% wage ceiling of $7000 Workers Comp @5.94%, Total not to exceed 16.69% (Note: Modifications to these percentages will be evaluated and possibly modified on a case-by-case basis only and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).		Incl. in Labor Rate		
G. Subtotal		822.95	-	-
H. From line G, the Trade Contractor's overhead and profit including Liability & Property Damage, not to exceed (15%) for self performed work and not to exceed (5%) of subcontractor performed work.		123.44	-	-
I. Subtotal		946.39	-	-
J. Bond not to exceed (1%) of item I.				-
K. Total	**Grand Total** $ 946.39	$ 946.39	$ -	$ -

☑ **The proposal would** ☑ Increase ☐ Decrease **$946.00**

☐

Contractor	*Signature*	Date

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

TRADE CONTRACTOR WORKSHEET

Price for Materials					
Item	Material Description	Unit of Measure	Qty	Unit Price	Extended Price
1	Mapei Planipatch	bg	1	$ 24.65	$ 24.65
2	Armstrong VCT	crtn	1	$ 55.29	$ 55.29
3	VCT adhesive	gal	1	$ 26.95	$ 26.95
4	Covebase adhesive	gal	1	$ 18.62	$ 18.62
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
13					$ -
14					$ -
15					$ -
16					$ -
17					$ -
18					$ -
19					$ -
20					$ -
		Subtotal			$ 125.51
		Freight			$ 95.00
		Tax			$ 10.04
		Total			$ 230.55
Price for Equipment					
1	Journeyman	day			$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
		Subtotal			$ -
		Delivery Charge			$ -
		Tax			$ -
		Total			$ -
Cost of Labor					
1	Journeyman	Hr	8	$ 74.05	$ 592.40
2					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
		Total			$ 592.40

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Hoover Co.
FLOOR COVERING CONTRACTORS
10130 REDWOOD AVENUE
FONTANA, CALIFORNIA 92335
STATE CONTRACTORS
LICENSE NO. 178283 C-15

EXTRA TO CONTRACT

Date: 10-5-21

Our Job No. DMH178

Project: Sivalda School

Customer Order No.

Address: 601 Ryal Ave
Simi Valley

Foreman Roberto Mata

Authorized By:

Print:

Description of work performed and Location:

Hoover Provided Material to Patch Floorings

Main Hours 4 hrs

Total Hours 4 hrs

MATERIALS

Type	Quantity
Armstrong VCT 51836	45 Sq Ft.
Armstrong Adhesive 6-700	1 gal
CHARCO-C400 Cove base Adhesive.	1 gal
MAPEI - PlanI Patch.	1 25lb bag

All work described above is extra to original contract and will be billed accordingly. Signature above verifies work was completed and is due upon invoice.

WHITE - Office Copy

CANARY - Customer Copy

DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005

Hoover CO.

FLOOR COVERING CONTRACTORS
10130 REDWOOD AVENUE
FONTANA, CALIFORNIA 92335
STATE CONTRACTORS
LICENSE NO. 176283 C-15

EXTRA TO CONTRACT

Date: 1-26-21

Our Job No. DMH-178

Project: Sinaloa School

Customer Order No.

Address: 601 Royal Ave
Simi Valley

Foreman Roberto Mata

Authorized By:

Print:

Description of work performed and Location:

Show up time.
District did not have material to patch back
V.C.T. flooring.
4 Hours. plus Mileage.
Robert Mata.

Main Hours

Total Hours

MATERIALS

Type	Quantity

All work described above is extra to original contract and will be billed accordingly. Signature above verifies work was completed and is due upon invoice.

WHITE - Office Copy

CANARY - Customer Copy

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**SINALOA MIDDLE SCHOOL**	Date:	November 1, 2021
Project Name:	**Sinaloa MS Classroom Renovations**	**COP Number:**	21
To: *Name & Title*		Project Number:	**X072-01-20**
From: *Contractor*	**Chalmers Construction Services, Inc.**	Bid Number:	**21E6BX358**

Description of Work:

Per District's direction: Labor & material to modify Classroom B-14 per single page elevations provided. To remove portions of existing tech wall on the North and West Walls, and install 4'x'8 Marker boards. 4x4 at East Wall. (please see attached sketch)

A. Subcontractor Cost of the Work:

GC Custom Wallcoverings	$ 949.67		
	$ -		
	$ -		
	$ -		
	$ -	**Subtotal A:**	$ 949.67

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -	5% GC - Mark Up	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ 47.48

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ 19.94

Total = (A + B + C) **Total:** $ 1,017.10

☐ **The proposal would** ☑ Increase ☐ Decrease **the Contract Time by** **0** **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

DocuSigned by:
Duke Hartenian
6089C1DC0E064D3...

Signature: Chalmers Construction Serv. Duke Hartenian (Printed Name & Title) November 1, 2021 (Date)

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

Change Order Proposal

GC Custom Wallcoverings, Inc.
5696 Stanford Street
Ventura, CA 93003
(805) 509-0887

Client:	**Chalmers Construction, Inc.**
Owner	**Simi Valley USD**
Project:	**Sinaloa M S**
Project Manager:	
BRJ's RFP #, Item #, CD #:	
Contractor's COP No.:	
Date:	**11/1/2021**

Description: Labor & material to modify Classroom B-14 per single page elevations provided.

To:	**Chalmers Construction**
From:	**Jim Gilligan**

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the Contract regarding proposed changes to the contract documents.

Associated Drawings: None - verbal by contractor - mockup on 2nd floor for approval

Direct Costs:

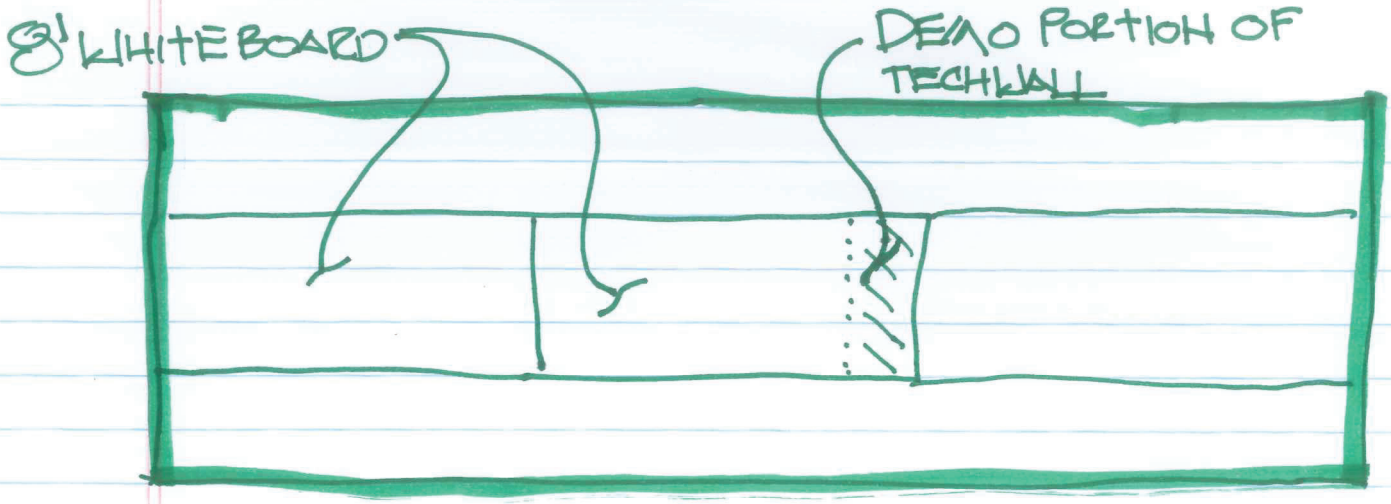
Item	Material	Labor	shipping	Sales tax	TOTALS
Sub: Modify classroom B-14	$168.30	$682.00	$0.00	$13.04	$863.34
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
Sub:					$0.00
GC:					
GC:					
GC:					

A.	TOTAL SUBCONTRACTOR COSTS:		$863.34
B.	MARK-UP OF SUBCONTRACTOR COSTS (10% max.):		$86.33
	SUBTOTAL OF SUBCONTRACTOR COSTS:		$949.67
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (4%):		
C.	General Contractor's Material:	$0.00	
D.	General Contractor's Sales Tax:	$0.00	
E.	General Contractor's Labor:	$0.00	
F.	General Contractor's Equipment:	$0.00	
G.	General Contractor's Direct Expenses (C+D+E+F):	$0.00	
H.	Overhead & Profit (15% of G):	$0.00	
I.	GENERAL CONTRACTOR TOTAL (G+H):		$0.00
J.	SUB-TOTAL (A+B+I):		$949.67
K.	Insurance Rate:		$0.00
L.	Bond Rate:		$0.00
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		$949.67
	Total Added Days Duration Anticipated:	**0**	

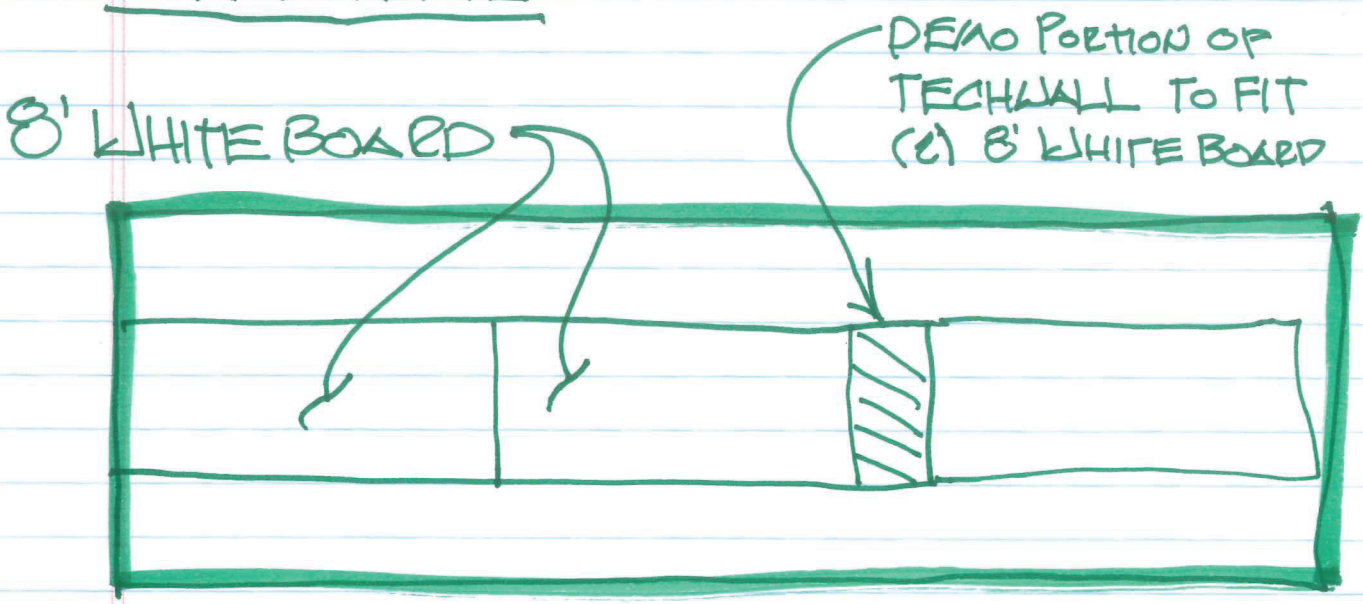
Subcontractor:	James P Gilligan	***James P Gilligan/President***	11/1/2021
	Signature	Name and Title (Printed)	Date

AOR:	Signature	Name and Title (Printed)	Date

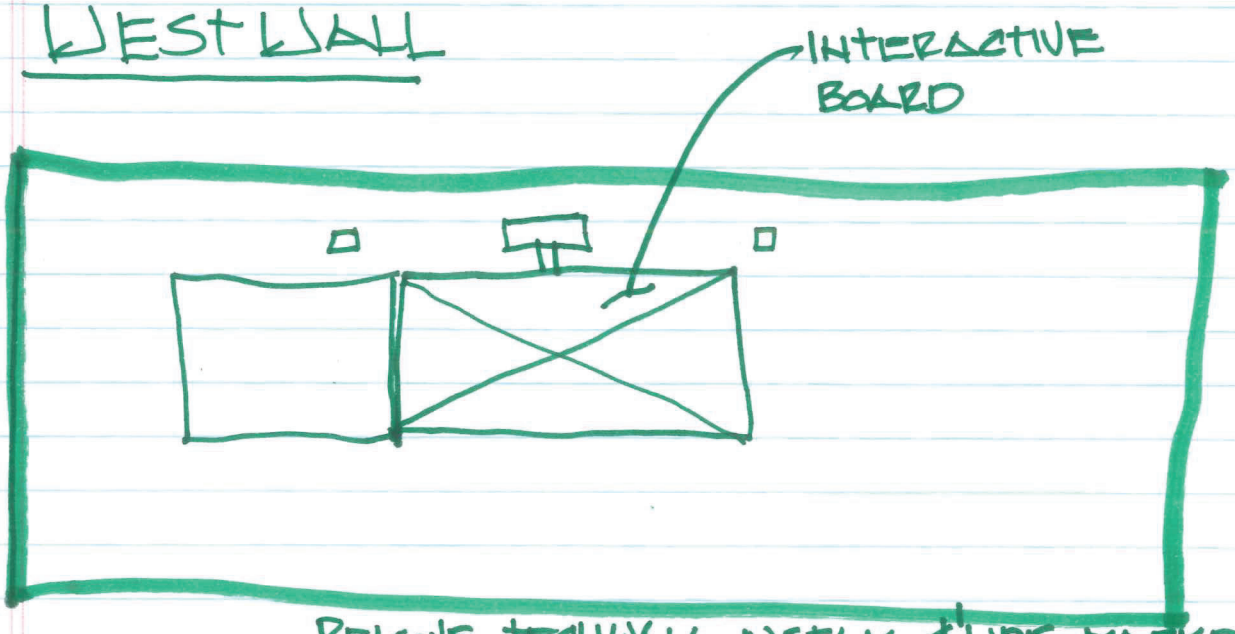
DocuSign Envelope ID: AD14E413-C093-4C4E-8ABE-B654E4EE8005



NORTH WALL



WEST WALL



REMOVE TECHWALL, INSTALL 4' WIDE MARKER BOARD

ROOM B-14

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. R22-02648 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NEFF CONSTRUCTION, INC. FOR THE PRECONSTRUCTION SERVICES AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities
Consent #15

January 18, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Neff Construction, Inc is the Lease Leaseback Contractor for the projects at Simi Valley High School.

The Lease Leaseback Contractor will be providing constructability reviews, estimating, strategic planning and value engineering for the various projects at Simi Valley High School. The Preconstruction services will make sure the District's wants and needs are represented and the project(s) can be effectively built within the budget and time frame.

Fiscal Analysis

Preconstruction Fee, Fixed Fee $70,00.00

Recommendation

It is recommended that the Board of Education approve Agreement R22-02648 for Preconstruction services, Simi Valley High School.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-02648 for Preconstruction services, Simi Valley High School.

Ayes: Smollen, LaBelle, Jubau, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

PRE-CONSTRUCTION SERVICES AGREEMENT

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective January 18, 2022, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Neff Construction, Inc.**, a licensed California building contractor (hereinafter "Contractor") in relation to the Measure X Projects at **Simi Valley High School** ("Project").

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L".

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Simi Valley High School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Simi Valley High School campus, located at 5400 Cochran Street, Simi Valley, California, 93063.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 790576); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
See attached schedule and phasing plans	To Be Determined per Project

Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District

through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas,

construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project

Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Measure X Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Measure X Project indicated in the attached Exhibit "A".

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Measure X Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items for each Measure X Project.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed $70,000.00 (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Total Project Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSA Approval of the

Project, and 5% of the Total Project Fee to the completion of bid documents/preparation of the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a

reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State

Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage/$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG-0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require

deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultant to provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By:

_____

NEFF CONSTRUCTION, INC.

By:

_____

EXHIBIT "A" PROJECT BUDGET

See Attachment 1

DRAFT

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Attachment 1

DRAFT

Lease Leaseback Plan - Simi Valley HS

Site	Phasing	Project	Architect	Building / Area	Budgeted Costs			Tentative Design Time Line (Not Bidding)		Tentative Constrution Time Line		Comments
					Total Project Cost	Soft Costs (30% of Project Costs)	Construction Cost	Start Date	End Date	Start Date	End Date	
Simi Valley HS	Phase I	Classroom Renovations	District	Building 3	$ 3,160,000	$948,000	$2,212,000	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	B1, B2, B5, B6, B7 Total Budget for Classroom Renovations Building 3 - 28
Simi Valley HS	Phase I	Classroom Renovations	District	Building 4	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	B10, B11, B12, B13, B14 B9 Completed
Simi Valley HS	Phase I	Classroom Renovations	District	Building 5	-	-	-					
Simi Valley HS	Phase H	Classroom Renovations	District	Building 6	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	D1, D2, D3, D6, D7
Simi Valley HS	Phase H	Classroom Renovations	District	Building 7	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	D9, D10, D11, D12, D13, D14
Simi Valley HS	Phase H	Classroom Renovations	District	Building 8	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	D18, D19, D20, D21, D22, D23
Simi Valley HS	Phase H & G	Classroom Renovations	District	Building 9	-	-	-	-	-	-	-	C1, C2, C3, C4, C5, C6 Completed
Simi Valley HS	Phase H	Classroom Renovations	District	Building 10	-	-	-					Total Budget for Classroom Renovations Building 3 - 28
Simi Valley HS	Phase G	Classroom Renovations	District	Building 11	-	-	-	1-Sep-2022	15-Nov-2022			K11, K12, K10, K13, K14, K9
Simi Valley HS	Phase G	Classroom Renovations	District	Building 12	-	-	-			1-Dec-2022	30-Jan-2023	K18, K19, K20, K21, K22, K23
Simi Valley HS	Phase F	Classroom Renovations	District	Building 16	-	-	-	-	-	-	-	Not In Scope
Simi Valley HS	Phase F	Classroom Renovations	District	Building 17	-	-	-			25-May-2023	4-Aug-2023	H1, H3 - Home Ec Room to be removed
Simi Valley HS		Classroom Renovations	District	Building 20	-	-	-	-	-	-	-	Not In Scope
Simi Valley HS		Classroom Renovations	District	Building 21	-	-	-	-	-	-	-	See CTE Classroom Renovaton
Simi Valley HS		Classroom Renovations	District	Building 27	-	-	-	-	-	-	-	Not In Scope
Simi Valley HS	Phase H	Classroom Renovations	District	Building 28	-	-	-			1-Dec-2022	30-Jan-2023	Total Budget for Classroom Renovations Building 3 - 28
		Classroom Renovations	District	Building 30	-	-	-	-	-	-	-	K-27, K-28 Not In Scope
		Classroom Renovations	District	Building N	-	-	-					N1, N2, N3, N4, N5, N6 Flooring & Base Boards
Simi Valley HS	Ongoing	MPR Renovation Project	Rachlin	Out to Bid February 2022	$ 11,193,000	$3,357,900	$7,835,100	1-Oct-2021	28-Feb-2022	25-May-2022	4-Aug-2023	Re-issue bid set
Simi Valley HS	Phase E	Boys Locker Room	Amador Whittle		$ 520,000	$156,000	$364,000	10-Oct-2021	15-Mar-2021	15-Aug-2022	15-Feb-2023	
Simi Valley HS	Phase E	Girls Locker Room	Amador Whittle		$ 520,000	$156,000	$364,000	10-Oct-2021	15-Mar-2021	15-Feb-2023	15-Jul-2023	
Simi Valley HS	Phase B	Baseball/Softball Field Renovations	tBP / Nuvis	1ST Phase	$ 4,370,000	$1,311,000	$3,059,000	1-Nov-2021	14-Apr-2022	7-Jun-2022	15-Jan-2023	
Simi Valley HS	Phase B	Practice Field - Turf & Lighting	tBP / Nuvis	1ST Phase	$ 1,250,000	$375,000	$875,000	1-Nov-2021	14-Apr-2022	7-Jun-2022	15-Jan-2023	
Simi Valley HS	Phase C	Baseball Field	tBP / Nuvis	2ND Phase	$ -	$0	$0	1-Nov-2021	14-Apr-2022	TBD	TBD	Future
Simi Valley HS	Phase C	Softball Field	tBP / Nuvis	2ND Phase	$ -	$0	$0	1-Nov-2021	14-Apr-2022	TBD	TBD	Future
Simi Valley HS	Phase C	Soccer Field	tBP / Nuvis	2ND Phase	$ -	$0	$0	1-Nov-2021	14-Apr-2022	TBD	TBD	Future
Simi Valley HS	Phase C	Sand Vollyball	tBP / Nuvis	2ND Phase	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase C	Basketball Courts	tBP / Nuvis	2ND Phase	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase A	Main Quad Renovations/Pathways	Jordon Gilbert Bain	Main Quad	$ 2,500,000	$750,000	$1,750,000	1-Nov-2021	1-Feb-2022	7-Jun-2022	15-Oct-2022	
Simi Valley HS	Phase A	Front Entrance / Adminstration	Jordon Gilbert Bain	Included in the Main Quad	$ -	$0	$0	1-Nov-2021	1-Feb-2022	7-Jun-2022	15-Oct-2022	

Business & Facilities Consent #15

EXHIBIT "A"

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

DRAFT

Lease Leaseback Plan - Simi Valley HS

Site	Phasing	Project	Architect	Building / Area	Budgeted Costs			Tentative Design Time Line (Not Bidding)		Tentative Constrution Time Line		Comments
					Total Project Cost	Soft Costs (30% of Project Costs)	Construction Cost	Start Date	End Date	Start Date	End Date	
Simi Valley HS	Phase F	Main Quad Renovations/Pathways	Jordon Gilbert Bain	MPR Quad	$ -	$0	$0	1-Oct-2021	28-Feb-2022	25-May-2022	4-Aug-2023	Re-issue bid set
Simi Valley HS	Phase D	Main Quad Renovations/Pathways	Jordon Gilbert Bain	Relocatable Quad	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase G	Main Quad Renovations/Pathways	Jordon Gilbert Bain	Quad Building 10, 11, 12	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase D	New Science Building	tBP		$ 15,942,420	$4,782,726	$11,159,694	1-Nov-2021	15-Jun-2022	15-Mar-2023	20-Jul-2024	
Simi Valley HS	Phase D	Portable Relocation	tBP	Building 30				1-Nov-2021	15-Mar-2022	1-Jun-2024	1-Aug-2024	
Simi Valley HS	Phase D	Portable Relocation	tBP	Building 31				1-Nov-2021	15-Mar-2022	1-Jun-2024	1-Aug-2024	
Simi Valley HS	Phase D / H	Portable Relocation	tBP	Building P1, P2, P3, P4, P5				1-Nov-2021	15-Mar-2022	1-Jun-2024	1-Aug-2024	
Simi Valley HS	Phase D / J	CTE Programs Renovations - Buildings 21 & 22	TBD	Classroom Renovation	$ 2,693,600	$808,080	$1,885,520	TBD	TBD	TBD	TBD	
				Totals	$ 42,149,020	$ 12,644,706	$29,504,314					

PHASING IS NOT PRIORITY OF PROJECT
ALL DATES ARE TENTATIVE
CLASSROOM PHASING AND DATES TO BE DETERMINED WITH CONTRACTOR AND SITE
SCHEDULE WILL BE REVISED WHEN LEASE LEASE BACK CONTRACTOR IS ON BOARD

Business & Facilities, Consent # 15

EXHIBIT "A"

Revised July 29, 2021

EXHIBIT "B" BASIS OF COMPENSATION

Total Project Fee Amount: **$70,000.00 (100%)**

Proposed Fee Payout
The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Bid Document & Proposed GMP Submittal:	5%
Bid Doc & GMP Approval:	5%
Total Project Fee	**100%**

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

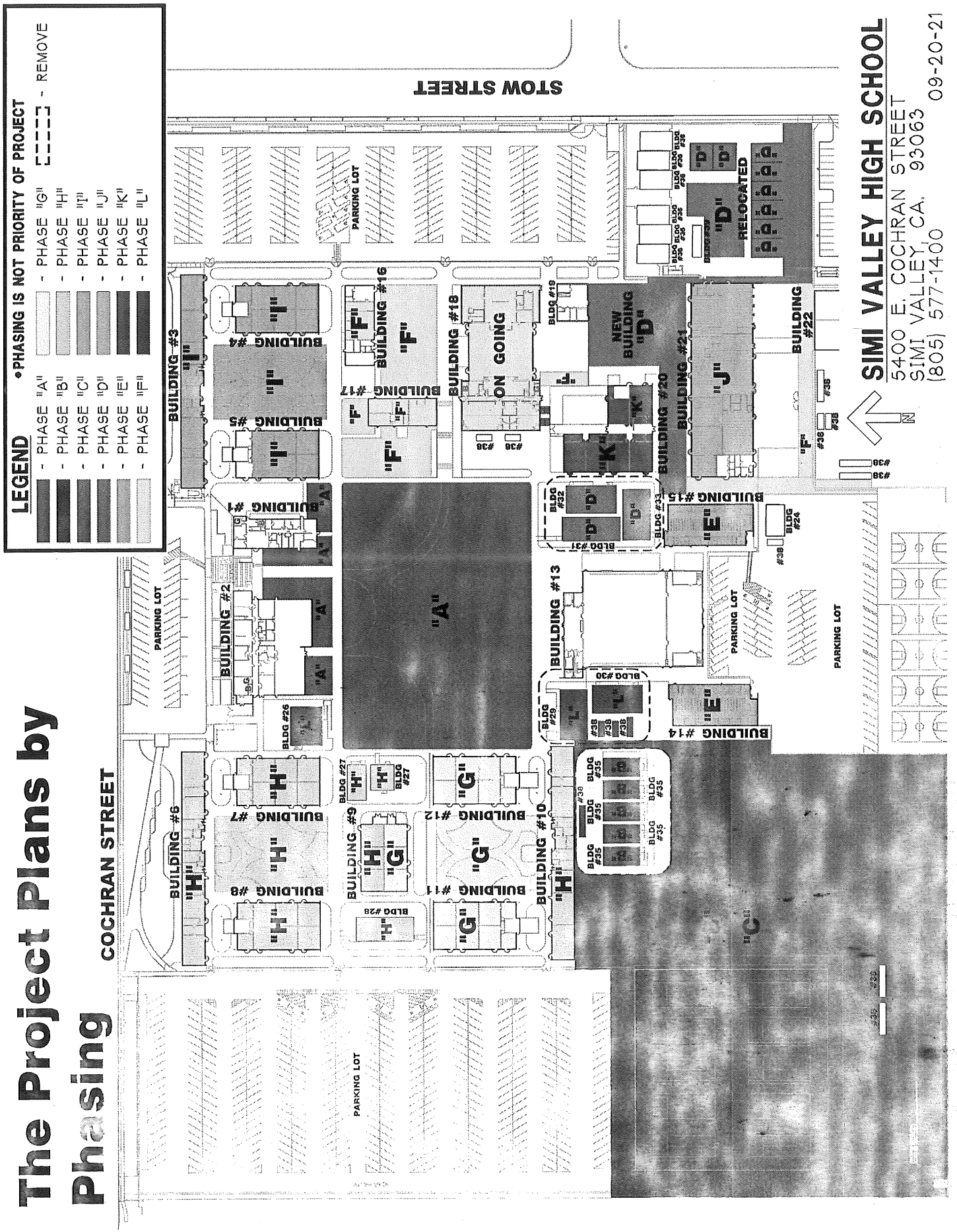
Approved Hourly Rates for Services to be determined at a later date:**

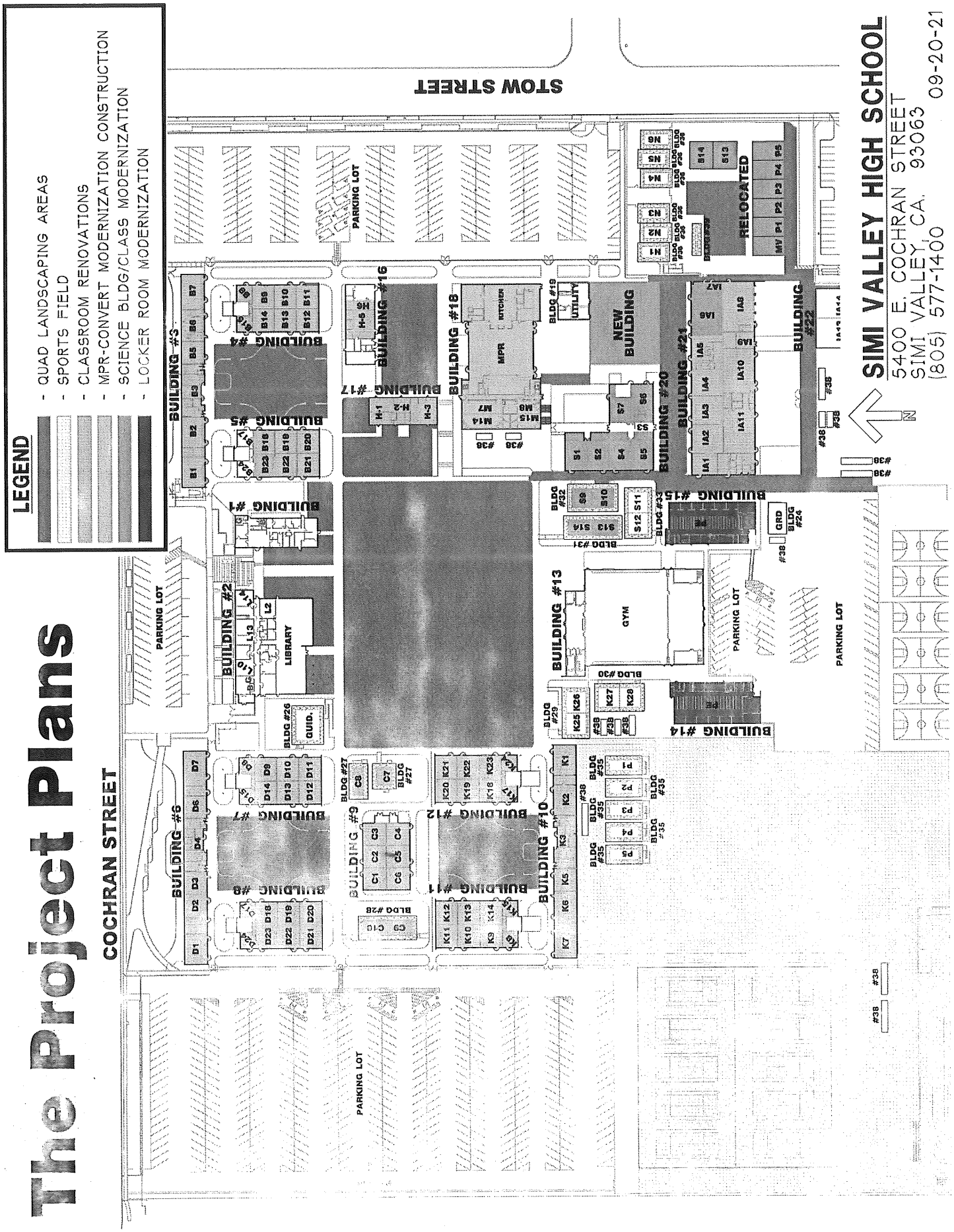
**Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

EXHIBIT "C" MASTER PROJECT SCHEDULE

See The Project Plans by Phasing and The Project Plans attached.

The Project Plans by Phasing




The Project Plans
COCHRAN STREET
STOW STREET
LEGEND
- QUAD LANDSCAPING AREAS
- SPORTS FIELD
- CLASSROOM RENOVATIONS
- MPR-CONVERT MODERNIZATION CONSTRUCTION
- SCIENCE BLDG/CLASS MODERNIZATION
- LOCKER ROOM MODERNIZATION
SIMI VALLEY HIGH SCHOOL
5400 E. COCHRAN STREET
SIMI VALLEY, CA. 93063
(805) 577-1400
09-20-21
N
BUILDING #1
BUILDING #2
BUILDING #3
BUILDING #4
BUILDING #5
BUILDING #6
BUILDING #7
BUILDING #8
BUILDING #9
BUILDING #10
BUILDING #11
BUILDING #12
BUILDING #13
BUILDING #14
BUILDING #15
BUILDING #16
BUILDING #17
BUILDING #18
BUILDING #20
BUILDING #21
BUILDING #22
NEW BUILDING
RELOCATED
LIBRARY
GYM
MPR
KITCHEN
UTILITY
PARKING LOT
BLDG #24
BLDG #26
BLDG #28
BLDG #29
BLDG #30
BLDG #31
BLDG #32
BLDG #33
BLDG #35
BLDG #36
BLDG #38

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF _____

I,_____, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
the_____of_____, 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 costelement 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 ____ day of_____, 20__ at_____.
(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.

_____
(Signature)

_____
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I,_____the_____of
(Name) [SimiLAB3700] (Title)

_____, 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.

_____
(Contractor Name)

By: _____
(Signature)

_____
(Typed or printed name)

FINGERPRINT CERTIFICATE

I,_____, am the_____of
(Print Name) [SimiEDU45125-1] (Title)

_____. 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/ContractorDOJ issued ORI # ➡ [redacted] **If your entity does not have an ORI #, STOP** and contact theSchool 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 ensurethrough 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 orbuilding, 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_____this ____ day of_____, 20_____.
(City and State) [SimiEDU45125-1b]

Executed at _____ _____
(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 EducationCode §45122.1, pending against him or her.

DRUG-FREE WORKPLACE CERTIFICATION

I,_____, am the_____of
(Print Name) [SimiGOV8350] (Title)

_____
(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_____this ____day of_____, 20_.
(City and State)

_____
(Signature)

_____
(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

_____ ("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 vehiclesand 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 permitany of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to usetobacco and/or smoke/vape on any District site.

Date: _____

Contractor:_____

Signature:_____

Print Name: _____

Title: _____

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

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

1. **All construction personnel will wear masks and appropriate protective gear toprevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be atleast 6 feet apart during lunch and other breaks.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to weara badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located onthe front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

   a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor isresponsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

   b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors andsubcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

   c. Vehicles must be parked each day in the designated area(s). When vehicles needto be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leadingthe vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shallbe strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion ofthe Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to adress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.

    b. Garmets, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.

    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, andfax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner'sproperty is not the responsibility of the Owner and, therefore, any said claims for damageswill not be acknowledged.

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

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

Authorized Signature [SimiROC]	Title
Print Name	Date
Company	

DocuSign Envelope ID: 97981D2E-C373-445A-8271-3B523F79163B

PRE-CONSTRUCTION SERVICES AGREEMENT

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective January 18, 2022, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Neff Construction, Inc.**, a licensed California building contractor (hereinafter "Contractor") in relation to the Measure X Projects at **Simi Valley High School** ("Project").

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L".

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Simi Valley High School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Simi Valley High School campus, located at 5400 Cochran Street, Simi Valley, California, 93063.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 790576); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
See attached schedule and phasing plans	To Be Determined per Project

Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District

through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas,

construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project

Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Measure X Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Measure X Project indicated in the attached Exhibit "A".

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Measure X Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items for each Measure X Project.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed $70,000.00 (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Total Project Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSA Approval of the

Project, and 5% of the Total Project Fee to the completion of bid documents/preparation of the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a

reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State

Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage/$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require

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deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultant to provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: Ron Todo

DocuSigned by:
09CA0EB1F690455...

1/19/2022 | 9:56 AM PST

NEFF CONSTRUCTION, INC.

By: Ed Mierau

DocuSigned by:
Ed Mierau
479FED851377461...

1/13/2022 | 2:40 PM PST

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EXHIBIT "A" PROJECT BUDGET

See Attachment 1

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Attachment 1

DRAFT

Lease Leaseback Plan - Simi Valley HS

Site	Phasing	Project	Architect	Building / Area	Budgeted Costs			Tentative Design Time Line (Not Bidding)		Tentative Constrution Time Line		Comments
					Total Project Cost	Soft Costs (30% of Project Costs)	Construction Cost	Start Date	End Date	Start Date	End Date	
Simi Valley HS	Phase I	Classroom Renovations	District	Building 3	$ 3,160,000	$948,000	$2,212,000	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	B1, B2, B5, B6, B7 Total Budget for Classroom Renovations Building 3 - 28
Simi Valley HS	Phase I	Classroom Renovations	District	Building 4	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	B10, B11, B12, B13, B14 B9 Completed
Simi Valley HS	Phase I	Classroom Renovations	District	Building 5	-	-	-					
Simi Valley HS	Phase H	Classroom Renovations	District	Building 6	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	D1, D2, D3, D6, D7
Simi Valley HS	Phase H	Classroom Renovations	District	Building 7	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	D9, D10, D11, D12, D13, D14
Simi Valley HS	Phase H	Classroom Renovations	District	Building 8	-	-	-	Ongoing	15-Feb-2022	7-Jun-2022	30-Sep-2022	D18, D19, D20, D21, D22, D23
Simi Valley HS	Phase H & G	Classroom Renovations	District	Building 9	-	-	-	-	-	-	-	C1, C2, C3, C4, C5, C6 Completed
Simi Valley HS	Phase H	Classroom Renovations	District	Building 10	-	-	-					Total Budget for Classroom Renovations Building 3 - 28
Simi Valley HS	Phase G	Classroom Renovations	District	Building 11	-	-	-	1-Sep-2022	15-Nov-2022			K11, K12, K10, K13, K14, K9
Simi Valley HS	Phase G	Classroom Renovations	District	Building 12	-	-	-			1-Dec-2022	30-Jan-2023	K18, K19, K20, K21, K22, K23
Simi Valley HS	Phase F	Classroom Renovations	District	Building 16	-	-	-	-	-	-	-	Not In Scope
Simi Valley HS	Phase F	Classroom Renovations	District	Building 17	-	-	-			25-May-2023	4-Aug-2023	H1, H3 - Home Ec Room to be removed
Simi Valley HS		Classroom Renovations	District	Building 20	-	-	-	-	-	-	-	Not In Scope
Simi Valley HS		Classroom Renovations	District	Building 21	-	-	-	-	-	-	-	See CTE Classroom Renovaton
Simi Valley HS		Classroom Renovations	District	Building 27	-	-	-	-	-	-	-	Not In Scope
Simi Valley HS	Phase H	Classroom Renovations	District	Building 28	-	-	-			1-Dec-2022	30-Jan-2023	Total Budget for Classroom Renovations Building 3 - 28
		Classroom Renovations	District	Building 30	-	-	-	-	-	-	-	K-27, K-28 Not In Scope
		Classroom Renovations	District	Building N	-	-	-					N1, N2, N3, N4, N5, N6 Flooring & Base Boards
Simi Valley HS	Ongoing	MPR Renovation Project	Rachlin	Out to Bid February 2022	$ 11,193,000	$3,357,900	$7,835,100	1-Oct-2021	28-Feb-2022	25-May-2022	4-Aug-2023	Re-issue bid set
Simi Valley HS	Phase E	Boys Locker Room	Amador Whittle		$ 520,000	$156,000	$364,000	10-Oct-2021	15-Mar-2021	15-Aug-2022	15-Feb-2023	
Simi Valley HS	Phase E	Girls Locker Room	Amador Whittle		$ 520,000	$156,000	$364,000	10-Oct-2021	15-Mar-2021	15-Feb-2023	15-Jul-2023	
Simi Valley HS	Phase B	Baseball/Softball Field Renovations	tBP / Nuvis	1ST Phase	$ 4,370,000	$1,311,000	$3,059,000	1-Nov-2021	14-Apr-2022	7-Jun-2022	15-Jan-2023	
Simi Valley HS	Phase B	Practice Field - Turf & Lighting	tBP / Nuvis	1ST Phase	$ 1,250,000	$375,000	$875,000	1-Nov-2021	14-Apr-2022	7-Jun-2022	15-Jan-2023	
Simi Valley HS	Phase C	Baseball Field	tBP / Nuvis	2ND Phase	$ -	$0	$0	1-Nov-2021	14-Apr-2022	TBD	TBD	Future
Simi Valley HS	Phase C	Softball Field	tBP / Nuvis	2ND Phase	$ -	$0	$0	1-Nov-2021	14-Apr-2022	TBD	TBD	Future
Simi Valley HS	Phase C	Soccer Field	tBP / Nuvis	2ND Phase	$ -	$0	$0	1-Nov-2021	14-Apr-2022	TBD	TBD	Future
Simi Valley HS	Phase C	Sand Vollyball	tBP / Nuvis	2ND Phase	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase C	Basketball Courts	tBP / Nuvis	2ND Phase	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase A	Main Quad Renovations/Pathways	Jordon Gilbert Bain	Main Quad	$ 2,500,000	$750,000	$1,750,000	1-Nov-2021	1-Feb-2022	7-Jun-2022	15-Oct-2022	
Simi Valley HS	Phase A	Front Entrance / Adminstration	Jordon Gilbert Bain	Included in the Main Quad	$ -	$0	$0	1-Nov-2021	1-Feb-2022	7-Jun-2022	15-Oct-2022	

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DRAFT

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

DRAFT

Lease Leaseback Plan - Simi Valley HS

Site	Phasing	Project	Architect	Building / Area	Budgeted Costs			Tentative Design Time Line (Not Bidding)		Tentative Constrution Time Line		Comments
					Total Project Cost	Soft Costs (30% of Project Costs)	Construction Cost	Start Date	End Date	Start Date	End Date	
Simi Valley HS	Phase F	Main Quad Renovations/Pathways	Jordon Gilbert Bain	MPR Quad	$ -	$0	$0	1-Oct-2021	28-Feb-2022	25-May-2022	4-Aug-2023	Re-issue bid set
Simi Valley HS	Phase D	Main Quad Renovations/Pathways	Jordon Gilbert Bain	Relocatable Quad	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase G	Main Quad Renovations/Pathways	Jordon Gilbert Bain	Quad Building 10, 11, 12	$ -	$0	$0	TBD	TBD	TBD	TBD	Future
Simi Valley HS	Phase D	New Science Building	tBP		$ 15,942,420	$4,782,726	$11,159,694	1-Nov-2021	15-Jun-2022	15-Mar-2023	20-Jul-2024	
Simi Valley HS	Phase D	Portable Relocation	tBP	Building 30				1-Nov-2021	15-Mar-2022	1-Jun-2024	1-Aug-2024	
Simi Valley HS	Phase D	Portable Relocation	tBP	Building 31				1-Nov-2021	15-Mar-2022	1-Jun-2024	1-Aug-2024	
Simi Valley HS	Phase D / H	Portable Relocation	tBP	Building P1, P2, P3, P4, P5				1-Nov-2021	15-Mar-2022	1-Jun-2024	1-Aug-2024	
Simi Valley HS	Phase D / J	CTE Programs Renovations - Buildings 21 & 22	TBD	Classroom Renovation	$ 2,693,600	$808,080	$1,885,520	TBD	TBD	TBD	TBD	
				Totals	**$ 42,149,020**	**$ 12,644,706**	**$29,504,314**					

PHASING IS NOT PRIORITY OF PROJECT
ALL DATES ARE TENTATIVE
CLASSROOM PHASING AND DATES TO BE DETERMINED WITH CONTRACTOR AND SITE
SCHEDULE WILL BE REVISED WHEN LEASE LEASE BACK CONTRACTOR IS ON BOARD

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EXHIBIT "B" BASIS OF COMPENSATION

Total Project Fee Amount: **$70,000.00 (100%)**

Proposed Fee Payout
The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Bid Document & Proposed GMP Submittal:	5%
Bid Doc & GMP Approval:	5%
Total Project Fee	**100%**

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

Approved Hourly Rates for Services to be determined at a later date:**

**Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

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EXHIBIT "C" MASTER PROJECT SCHEDULE

See The Project Plans by Phasing and The Project Plans attached.

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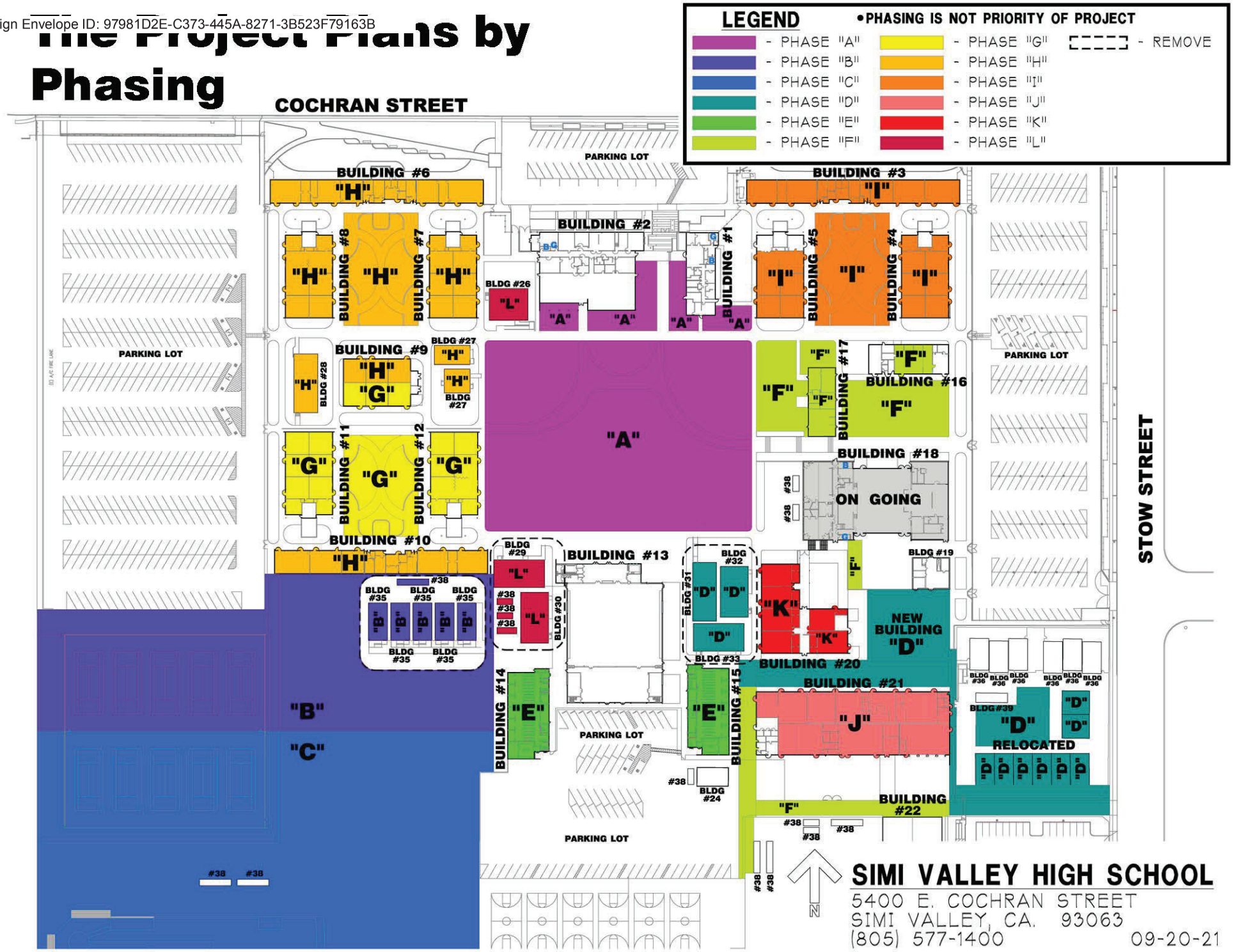
The Project Plans by Phasing



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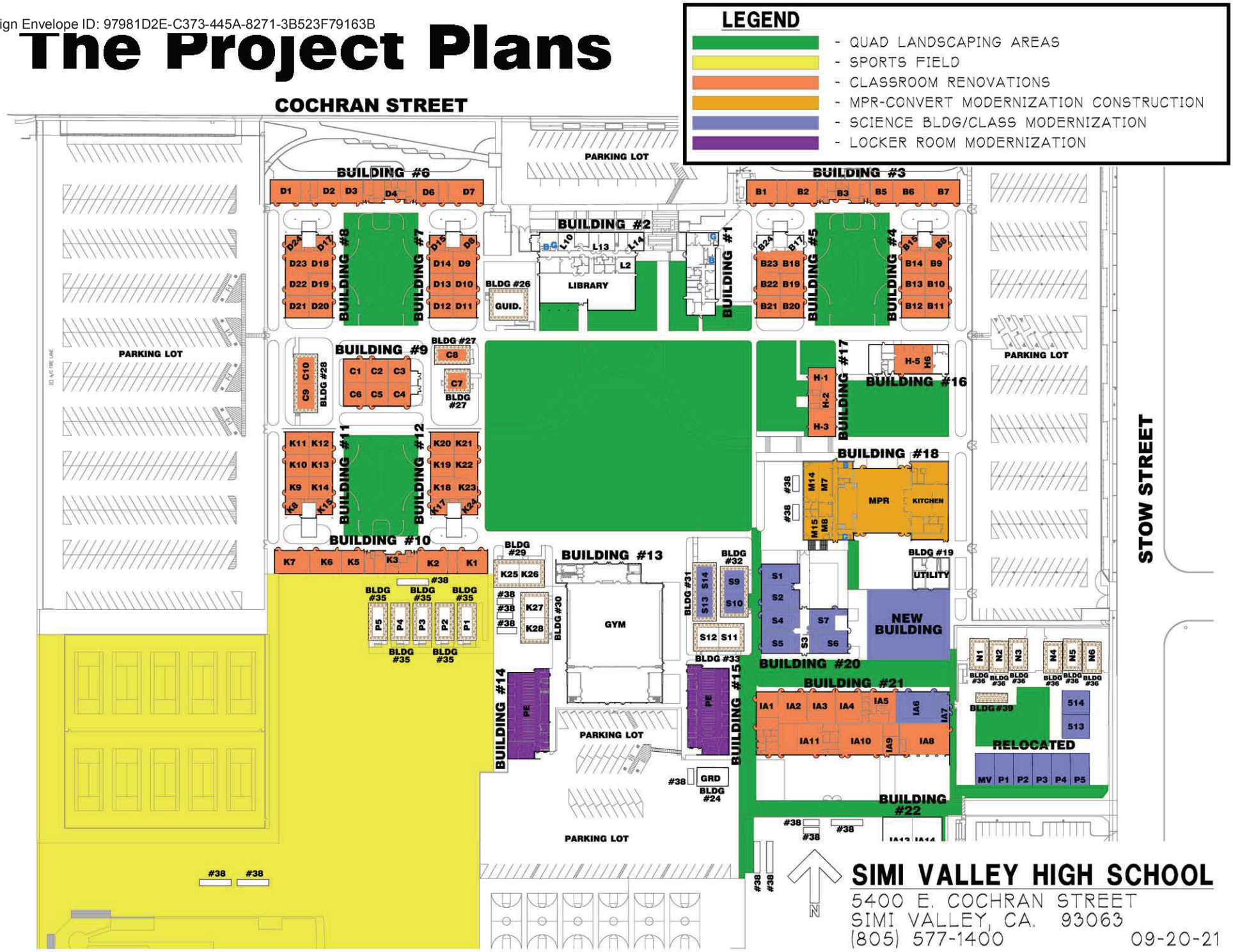
The Project Plans



NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF Riverside

I, Ed Mierau, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
the President of Neff Construction, 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 costelement 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 ____ day of_____, 20__ at Ontario, Riverside County, California.
(City, County and State) 1/13/2022 | 2:40 PM PST

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

DocuSigned by:
Ed Mierau
479FED851377461...

_____
(Signature)
Ed Mierau

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Ed Mierau the President of
(Name) [SimiLAB3700] (Title)

Neff Construction, 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.

Neff Construction
(Contractor Name)

DocuSigned by:
By Ed Mierau
(Sig 479FED851377461...

Ed Mierau
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Ed Mierau, am the President of
(Print Name) [SimiEDU45125-1] (Title)

Neff Construction. 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/ContractorDOJ issued ORI # AE071 **If your entity does not have an ORI #, STOP** and contact theSchool 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 ensurethrough 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 orbuilding, 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 Ontario, California this 1/13/2022 | 2:40 PM PST day of _____, 20_____.
(City and State) [SimiEDU45125-1b]

Executed at DocuSigned by: Ed Mierau 479FED851377461... Ed Mierau
(Signature) (Handwritten or Typed Name)

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

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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 EducationCode §45122.1, pending against him or her.

Todd Stragier

Tom Wertanen

Mike Riker

Todd Dileo

William Thompson

DRUG-FREE WORKPLACE CERTIFICATION

I, Ed Mierau, am the President of
(Print Name) [SimiGOV8350] (Title)

Neff Construction
(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 Ontario, California this ____day of_____, 20_.
(City and State) 1/13/2022 | 2:40 PM PST

DocuSigned by:
Ed Mierau
479FED851377461...

Ed Mierau
(Printed or Typed Name)

DocuSign Envelope ID: 97981D2E-C373-445A-8271-3B523F79163B

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

Neff Construction ("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 vehiclesand 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 permitany of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to usetobacco and/or smoke/vape on any District site.

Date: 1/13/2022 | 2:40 PM PST

Contractor: Neff Construction

Signature: DocuSigned by: Ed Mierau 479ED851377461...

Print Name: Ed Mierau

Title: President

DocuSign Envelope ID: 97981D2E-C373-445A-8271-3B523F79163B

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

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

1. **All construction personnel will wear masks and appropriate protective gear toprevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be atleast 6 feet apart during lunch and other breaks.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to weara badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located onthe front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

   a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor isresponsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

   b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors andsubcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

   c. Vehicles must be parked each day in the designated area(s). When vehicles needto be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leadingthe vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shallbe strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion ofthe Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to adress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.

    b. Garmets, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.

    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, andfax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner'sproperty is not the responsibility of the Owner and, therefore, any said claims for damageswill not be acknowledged.

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

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

DocuSigned by:
Ed Mierau
479FED851377461...

e [SimiROC]

President
Title

Ed Mierau
Print Name

1/13/2022 | 2:40 PM PST
Date

Neff Construction
Company

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. R22-02649 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC. FOR THE PRECONSTRUCTION SERVICES AT ROYAL HIGH SCHOOL**

Business & Facilities
Consent #16

January 18, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Balfour Beatty Construction, LLC is the Lease Leaseback Contractor for the projects at Royal High School.

The Lease Leaseback Contractor will be providing constructability reviews, estimating, strategic planning and value engineering for the various projects at Royal High School. The Preconstruction services will make sure the District's wants and needs are represented and the project(s) can be effectively built within the budget and time frame.

Fiscal Analysis

Preconstruction Fee, Fixed Fee $280,00.00

Recommendation

It is recommended that the Board of Education approve Agreement R22-02649 for Preconstruction services, Royal High School.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-02649 for Preconstruction services, Royal High School.

Ayes: Smollen, LaBelle, Jubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

PRE-CONSTRUCTION SERVICES AGREEMENT

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective January 18, 2022, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Balfour Beatty Construction, LLC**, a licensed California building contractor (hereinafter "Contractor") in relation to the Measure X Projects at **Royal High School ("Project").**

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L" and that Contractor shall not perform any preconstruction services until such time that the Master Construction Services Agreement is finalized and signed by District and Contractor.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for

purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Royal High School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Royal High School campus, located at 1402 Royal Avenue, Simi Valley, California, 93065.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 979126); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
See attached schedule and phasing plans	To Be Determined per Project

Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they

are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure

complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Measure X Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Measure X Project indicated in the attached Exhibit "A".

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Measure X Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items for each Measure X Project.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed $280,000.00 (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Total Project Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSA Approval of the Project, and 5% of the Total Project Fee to the completion of bid documents/preparation of the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations

without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage/$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California,

with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered

officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultant to provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By:

_____

BALFOUR BEATTY CONSTRUCTION, LLC

By:

_____

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA
COUNTY OF _____

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

the_____of_____, 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 ____ day of_____, 20__ at_____.
(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.

_____
(Signature)

_____
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I,_____the_____of
(Name) [SimiLAB3700] (Title)

_____, 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.

_____
(Contractor Name)

By: _____
(Signature)

_____
(Typed or printed name)

FINGERPRINT CERTIFICATE

I,_____, am the_____of
(Print Name) [SimiEDU45125-1] (Title)

_____. 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 # ➡ [ ] ⬅ **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_____this ____ day of_____, 20_____.
(City and State) [SimiEDU45125-1b]

Executed at _____ _____
(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,_____, am the_____of
(Print Name) [SimiGOV8350] (Title)

_____
(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_____this ____day of_____, 20_.
(City and State)

_____
(Signature)

_____
(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

_____ ("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: _____

Contractor:_____

Signature:_____

Print Name: _____

Title: _____

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

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

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

   a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

   b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

   c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

    No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.
    Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
    Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, and fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

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

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

Authorized Signature [SimiROC]	Title
Print Name	Date
Company	

EXHIBIT "A" PROJECT BUDGET

See Attachment 1.

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Attachment 1

Royal HS - Lease Leaseback Plan - Partial

Site	Phasing	Project	Architect	Building / Area	Budgeted Costs			Tentative Design Time Line		Tentative Constrution Time Line		Comments
					Total Project Cost	Soft Costs (30% of Project Costs)	Construction Cost	Start Date	End Date	Start Date	End Date	
Royal HS	Construction Documents	2 Portables to RSRPD Pool	Amador Whittle		$ 200,000.00	$60,000	$140,000	-	-	7-Jun-2022	30-Sep-2022	
Royal HS	Construction	MPR-PAC Modernization	A4E - In Construction		$ 13,431,772.20	$4,029,532	$9,402,241	-	-	N/A	22-May-2022	On Going
Royal HS	Completed	Boys Locker Room Modernization	Amador Whittle - Completed		$ 520,000	$156,000	$364,000	-	-	N/A	30-Dec-2021	On Going
Royal HS	Phase F	New 12K S.F. Classroom Bldg	Little Diversified	Classroom Complex	$ 7,995,000	$2,398,500	$5,596,500					
Royal HS		Quad Upgrades 1, 2, 3 Phased	Jordan Gilbert Bain		$ 2,400,000	$720,000	$1,680,000					
Royal HS		Baseball/softball Field Upgrades	Nuvis		$ 4,025,000	$1,207,500	$2,817,500					
Royal HS		Practice Field - Turf & Lighting	Nuvis		$ 1,625,000	$487,500	$1,137,500					
Royal HS		Classroom Renovations	District		$ 1,850,000	$555,000	$1,295,000					
Royal HS		Renovations Bldgs 5,6 & 7			$ 6,727,500	$2,018,250	$4,709,250					
			District	Building 5								
			District	Building 6						25-May-2023	4-Aug-2023	
			District	Building 7								
Royal HS		MPR - Plaza Renovation	A4E / Jordon Gilbert Bain		$ 1,500,000	$450,000	$1,050,000		1-Nov-2021	15-Apr-2022	20-Jul-2022	

EXHIBIT "B" BASIS OF COMPENSATION

Total Project Fee Amount: **$280,000.00 (100%)**

Proposed Fee Payout
The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Bid Document & Proposed GMP Submittal:	5%
Bid Doc & GMP Approval:	5%
Total Project Fee	**100%**

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

Approved Hourly Rates for Services, to be determined:**

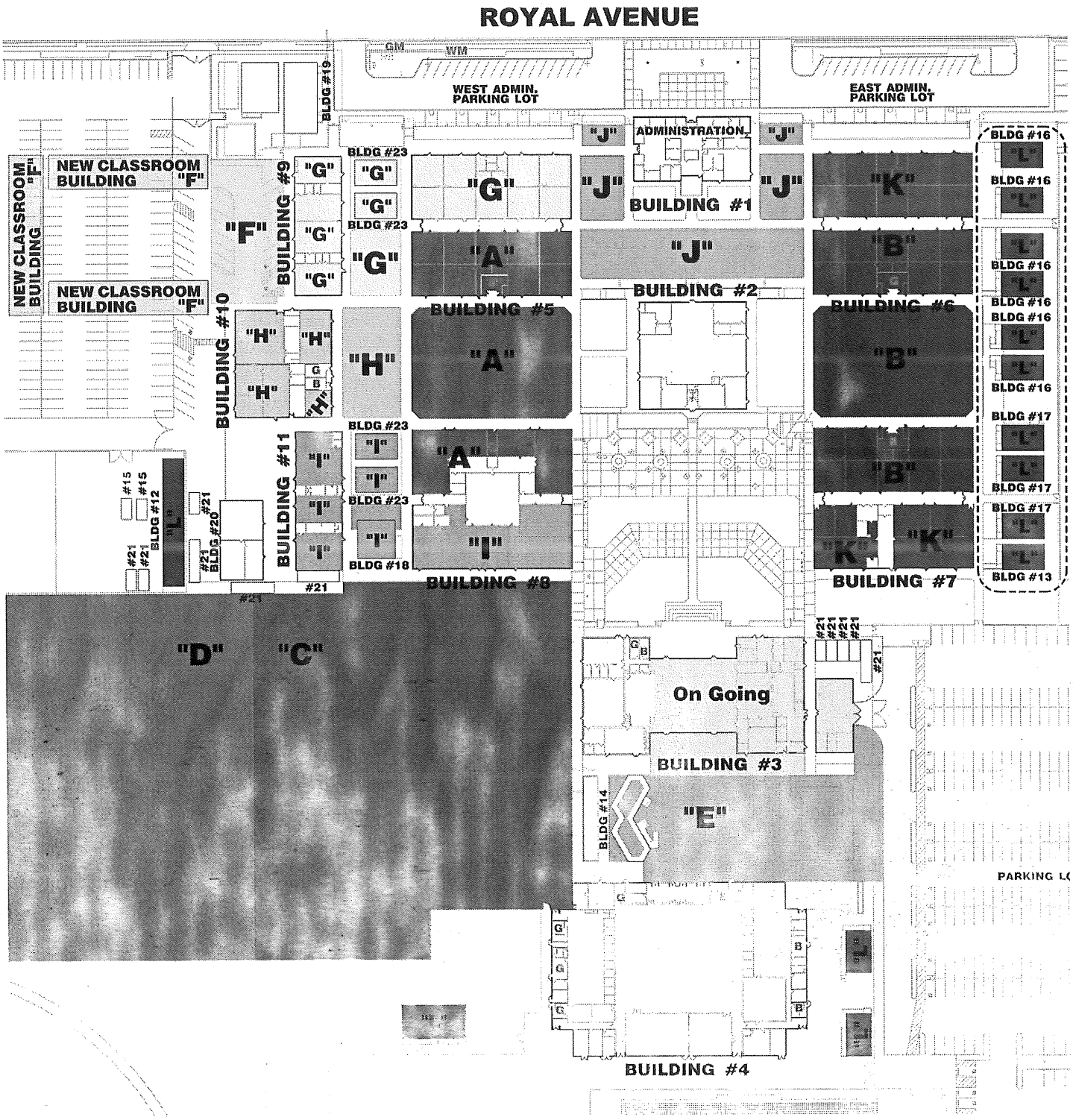
**Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

EXHIBIT "C" MASTER PROJECT SCHEDULE

See The Project Plans by Phasing and The Project Plans attached.

EXHIBIT "A"

The Project Plans by Phasing



LEGEND

• PHASING IS NOT PRIORITY OF PROJECT

- PHASE "A"
- PHASE "B"
- PHASE "C"
- PHASE "D"
- PHASE "E"
- PHASE "F"
- PHASE "G"
- PHASE "H"
- PHASE "I"
- PHASE "J"
- PHASE "K"
- PHASE "L"
- REMOVE

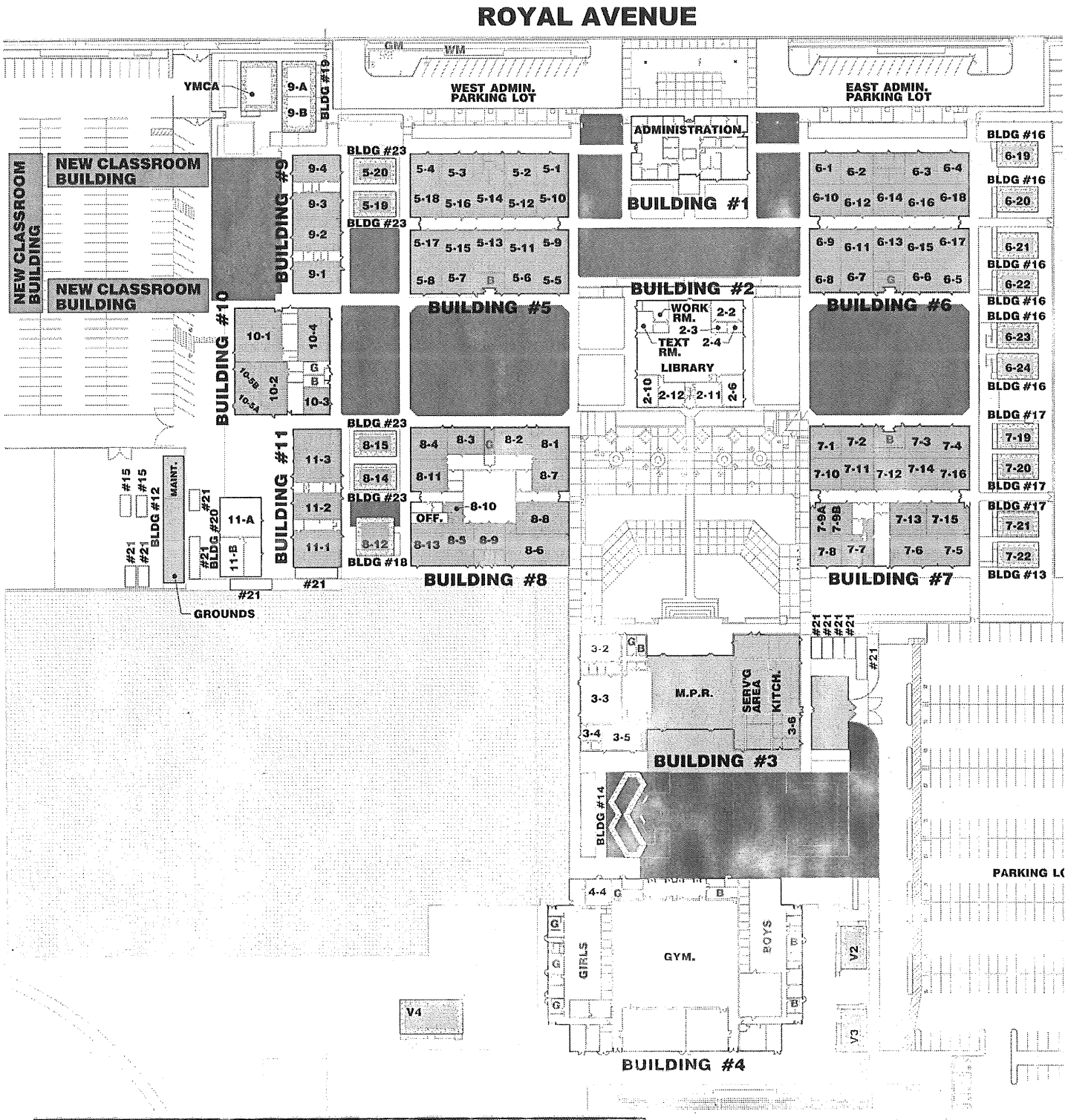
ROYAL HIGH SCHOOL

1402 ROYAL AVENUE
SIMI VALLEY, CA 93065
(805) 306-4875 9-21-21

Business & Facilities, Consent # 16

EXHIBIT "A"

The Project Plans



LEGEND

- QUAD LANDSCAPING AREAS
- SPORTS FIELD
- CLASSROOM RENOVATIONS
- MPR-CONVERT MODERNIZATION CONSTRUCTION
- MPR-QUAD
- FUTURE PORTABLE RELOCATION/REPLACEMENT
- NEW CLASSROOM BUILDING

ROYAL HIGH SCHOOL
1402 ROYAL AVENUE
SIMI VALLEY, CA. 93065
(805) 306-4875 8-19-21

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PRE-CONSTRUCTION SERVICES AGREEMENT

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective January 18, 2022, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Balfour Beatty Construction, LLC**, a licensed California building contractor (hereinafter "Contractor") in relation to the Measure X Projects at **Royal High School ("Project").**

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L" and that Contractor shall not perform any preconstruction services until such time that the Master Construction Services Agreement is finalized and signed by District and Contractor.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for

purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Royal High School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Royal High School campus, located at 1402 Royal Avenue, Simi Valley, California, 93065.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 979126); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
See attached schedule and phasing plans	To Be Determined per Project

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Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they

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are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

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(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure

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complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

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3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Measure X Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Measure X Project indicated in the attached Exhibit "A".

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Measure X Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items for each Measure X Project.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed $280,000.00 (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Total Project Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

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5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSA Approval of the Project, and 5% of the Total Project Fee to the completion of bid documents/preparation of the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

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Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

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6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations

without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage/$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

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11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California,

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with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered

officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultant to provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: Ron Todo

DocuSigned by:
09CA0EB1F690455...

1/19/2022 | 9:53 AM PST

BALFOUR BEATTY CONSTRUCTION, LLC

By: Brian Cahill

DocuSigned by:
Brian Cahill
CB8E1586445A4EC...

1/12/2022 | 7:23 PM PST

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NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA
COUNTY OF San Diego

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

the Division President of Balfour Beatty LLC, the party submitting
(Title) (Bidder Name)

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

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

Executed this ____ day of _____, 20__ at San Diego,San Diego, CA.
1/12/2022 | 7:23 PM PST (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:
Brian Cahill
CB8E1586445A4EC...

_____
(Signature)

Brian Cahill

DocuSign Envelope ID: 9D5B93A1-250C-4A6A-98EB-E9F6936EB9B9

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Brian Cahill the Division President of
(Name) [SimiLAB3700] (Title)

Balfour Beatty LLC, declare, state and certify that:
(Contractor Name)

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

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

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

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

Balfour Beatty LLC
(Contractor Name)

DocuSigned by:
B Brian Cahill
CB8E1586445A4EC...

Brian Cahill
(Typed or printed name)

DocuSign Envelope ID: 9D5B93A1-250C-4A6A-98EB-E9F6936EB9B9

FINGERPRINT CERTIFICATE

I, Brian Cahill, am the Division President of
(Print Name) [SimiEDU45125-1] (Title)

Balfour Beatty LLC. 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 # → DOJ issued ORI # ← **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 Sa (City and State) [SimiEDU45125-1b] this ____ day of 1/12/2022 | 7:23 PM PST, 20_____.

Executed DocuSigned by: Brian Cahill CB8E1586445A4EC... Brian Cahill
(Handwritten or Typed Name)

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

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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.

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

DRUG-FREE WORKPLACE CERTIFICATION

I, Brian Cahill, am the Division President of
(Print Name) [SimiGOV8350] (Title)

Balfour Beatty LLC
(Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at San Diego, CA this ____day of_____, 20_.
(City and State) 1/12/2022 | 7:23 PM PST

DocuSigned by:
Brian Cahill
CB8E1586445A4EC...

Brian Cahill
(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

Balfour Beatty LLC (“Contractor” or “Bidder”) includes the following provisions:
[SimiLAB6400]

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

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

Date: 1/12/2022 | 7:23 PM PST

Contractor: Balfour Beatty LLC

Signature: DocuSigned by: Brian Cahill CB8E1586445A4EC...

Print Name: Brian Cahill

Title: Division President

DocuSign Envelope ID: 9D5B93A1-250C-4A6A-98EB-E9F6936EB9B9

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

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

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

    a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

    b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

    c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.
Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, and fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

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

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

DocuSigned by:
Brian Cahill
CB8E1586445A4EC...

[SimiROC]

Division President
Title

Brian Cahill
Print Name

1/12/2022 | 7:23 PM PST
Date

Balfour Beatty LLC
Company

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EXHIBIT "A" PROJECT BUDGET

See Attachment 1.

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Attachment 1

Royal HS - Lease Leaseback Plan - Partial

Site	Phasing	Project	Architect	Building / Area	Budgeted Costs			Tentative Design Time Line		Tentative Constrution Time Line		Comments
					Total Project Cost	Soft Costs (30% of Project Costs)	Construction Cost	Start Date	End Date	Start Date	End Date	
Royal HS	Construction Documents	2 Portables to RSRPD Pool	Amador Whittle		$ 200,000.00	$60,000	$140,000	-	-	7-Jun-2022	30-Sep-2022	
Royal HS	Construction	MPR-PAC Modernization	A4E - In Construction		$ 13,431,772.20	$4,029,532	$9,402,241	-	-	N/A	22-May-2022	On Going
Royal HS	Completed	*Boys Locker Room Modernization	Amador Whittle - Completed		$ 520,000	$156,000	$364,000	-	-	N/A	30-Dec-2021	On Going
Royal HS	Phase F	New 12K S.F. Classroom Bldg	Little Diversified	Classroom Complex	$ 7,995,000	$2,398,500	$5,596,500					
Royal HS		Quad Upgrades 1, 2, 3 Phased	Jordan Gilbert Bain		$ 2,400,000	$720,000	$1,680,000					
Royal HS		Baseball/softball Field Upgrades	Nuvis		$ 4,025,000	$1,207,500	$2,817,500					
Royal HS		Practice Field - Turf & Lighting	Nuvis		$ 1,625,000	$487,500	$1,137,500					
Royal HS		Classroom Renovations	District		$ 1,850,000	$555,000	$1,295,000					
Royal HS		Renovations Bldgs 5,6 & 7			$ 6,727,500	$2,018,250	$4,709,250					
			District	Building 5								
			District	Building 6						25-May-2023	4-Aug-2023	
			District	Building 7								
Royal HS		MPR - Plaza Renovation	A4E / Jordon Gilbert Bain		$ 1,500,000	$450,000	$1,050,000		1-Nov-2021	15-Apr-2022	20-Jul-2022	

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EXHIBIT "B" BASIS OF COMPENSATION

Total Project Fee Amount: **$280,000.00 (100%)**

Proposed Fee Payout
The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Bid Document & Proposed GMP Submittal:	5%
Bid Doc & GMP Approval:	5%
Total Project Fee	**100%**

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

Approved Hourly Rates for Services, to be determined:**

**Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

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EXHIBIT "C" MASTER PROJECT SCHEDULE

See The Project Plans by Phasing and The Project Plans attached.

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The Project Plans by Phasing

LEGEND • PHASING IS NOT PRIORITY OF PROJECT

- PHASE "A"
- PHASE "B"
- PHASE "C"
- PHASE "D"
- PHASE "E"
- PHASE "F"
- PHASE "G"
- PHASE "H"
- PHASE "I"
- PHASE "J"
- PHASE "K"
- PHASE "L"
- REMOVE

ROYAL HIGH SCHOOL

1402 ROYAL AVENUE
SIMI VALLEY, CA. 93065
(805) 306-4875 9-21-21

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The Project Plans

LEGEND

- QUAD LANDSCAPING AREAS
- SPORTS FIELD
- CLASSROOM RENOVATIONS
- MPR-CONVERT MODERNIZATION CONSTRUCTION
- MPR-QUAD
- FUTURE PORTABLE RELOCATION/REPLACEMENT
- NEW CLASSROOM BUILDING

N

ROYAL HIGH SCHOOL

1402 ROYAL AVENUE
SIMI VALLEY, CA. 93065
(805) 306-4875 8-19-21

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: APPROVAL OF LIST OF SELECTED FIRMS FOR ON-CALL COMMISSIONING SERVICES FOR THE MEASURE X BOND PROGRAM

Business & Facilities
Consent #17

January 18, 2022
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 not limited to, the following: HVAC, Domestic Hot Water, Electrical Systems, and Irrigation.

The District conducted a Request for Qualifications (RFQ) for a Commissioning Agent, on December 6, 2021.

The proposals were received on January 6, 2022. Three (3) RFQ's were received.

The District reviewed the RFQ's and determined the Commissioning Agent that would be best for on-going services. See Exhibit "A"

Fiscal Analysis

Approval of the three (3) qualified commissioning firms identified below will provide the District with a cost-effective means to obtain proposals for required commissioning service.

Recommendation

It is recommended that the Board of Education approve the following list of three (3) commissioning firms to provide on-going commissioning services for the Measure X Bond Program:

- Capital Engineering Consultants, Inc.
- CBRE Heery, Inc
- P2S Inc.

On a motion # 110 by Trustee Smolleu, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the list of three (3) commissioning services firm to provide on-going commissioning services for the Measure X Bond Program.

Ayes: Smolleu, LaBelle, Jubran, Bagdasaryan Noes: 0 Absent: 0 Abstained: 0

TITLE: APPROVAL OF LIST OF SELECTED FIRMS FOR ON-CALL COMMISSIONING SERVICES FOR THE MEASURE X BOND PROGRAM

Business & Facilities
Consent #17

January 18, 2022

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 not limited to, the following: HVAC, Domestic Hot Water, Electrical Systems, and Irrigation.

The District conducted a Request for Qualifications (RFQ) for a Commissioning Agent, on December 6, 2021.

The proposals were received on January 6, 2022. Three (3) RFQ's were received.

The District reviewed the RFQ's and determined the Commissioning Agent that would be best for on-going services. See Exhibit "A"

Fiscal Analysis

Approval of the three (3) qualified commissioning firms identified below will provide the District with a cost-effective means to obtain proposals for required commissioning service.

Recommendation

On a motion #_____ by Trustee _____, seconded by Trustee _____ and carried by a vote of _____, the Board of Education approved, by roll-call-vote, the list of three (3) commissioning services firm to provide on-going commissioning services for the Measure X Bond Program.

Ayes:_____Noes:_____Absent:_____Abstained:_____

Recommendations

It is recommended that the Board of Education approve the following list of three (3) commissioning firms to provide on-going commissioning services for the Measure X Bond Program:

- Capital Engineering Consultants, Inc.
- CBRE Heery, Inc
- P2S Inc.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. R22-02651 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CAPITAL ENGINEERING CONSULTANTS, INC. PROFESSIONAL SERVICES FOR THE NEW BLACK BOX THEATER PROJECT AT SANTA SUSANA HIGH SCHOOL**

Business & Facilities
Consent #18

January 18, 2022

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 not limited to the following: HVAC, Domestic Hot Water, Theatrical Lighting, Theatrical Sound System, Electrical Systems, and Irrigation.

The Commissioning agent will provide the commissioning services for the New Black Box Theater project at Santa Susana High School

Recommend award to Capital Engineering Consultants, Inc.

Fiscal Analysis

Consultants fee is $40,730.00

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 at the Black Box Theater, at Santa Susana HS.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-002651 with the firm of Capital Engineering Consultants, Inc

Ayes: Smollen LaBelle Jubiani, Bagdasaryan & Blough Noes: 0 Absent: 0 Abstained: 0

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
R22-02651

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,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Consultant shall commence providing services under this Agreement on January 18, 2022 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:

   X Signed Agreement
   X Noncollusion Declaration
   X Workers' Compensation Certification
   X Criminal Background Investigation / Fingerprinting Certification
   X Drug-Free Workplace Certification
   X Tobacco-free Environment Certification
   X Insurance Certificates and Endorsements
   X W-9 Form
   ____ Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty Thousand, Seven Hundred Thirty Dollars ($40,730.00). 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. **Insurance.**

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
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: _____ [SimilCA]

Simi Valley Unified School District

By: _____

Print Name: Ron Todo

Print Title: Associate Superintendent Business & Facilities

Dated: _____

_____

By: _____

Print Name: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or Social Security Number

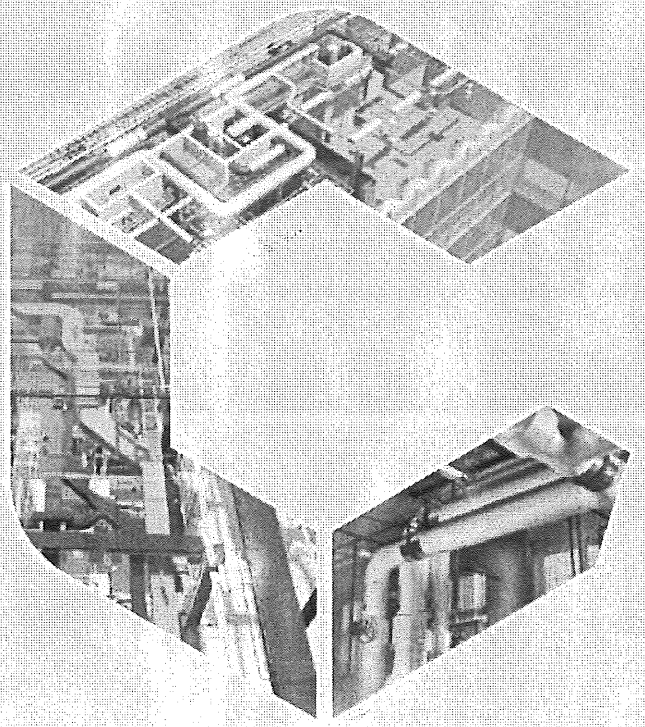
NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District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

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

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

Exhibit A

capital
engineering



PROJECT NAME:

SIMI VALLEY USD - SANTA SUSANA HIGH SCHOOL - NEW BLACK BOX THEATER BLDG

OWNER:

SIMI VALEY UNIFIED SCHOOL DISTRICT

PROPOSAL# 21-0463

Prepared by Ashkan Azarkeyvan

A. **Project Description:** The project is located at 3570 Cochran Street, Simi Valley, CA 93063. The building area will be approximately 10,500 S.F. The building contains a lobby, classroom, dressing rooms, restrooms, black box theater with control room, and a scenery construction room. New building systems include electrical, fire alarm, mechanical, plumbing and fire sprinkler systems. Architectural finishes will be provided including flooring, tile, ceilings and paint. Site improvements shall require new concrete, planters, landscaping and a new ramp.

1. General building program includes: Occupancy Type A-1, Construction Type VB.

2. Project sustainability goals: No sustainability goals are known beyond CALGreen standards.

3. Estimated construction costs: The overall construction budget is estimated to be approximately $7,000,000

4. 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:

   a. Design Phase: The project is currently in DSA Plan Check.

   b. One Phase of construction is assumed to start in June 2022 with total duration not exceeding Eighteen months.

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

5. Certification and Green Programs:

   The project isn't 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. 2019 Title-24 Part 6 California Energy Code Section 120.8

   b. 2019 Title-24 Part 11 California Green Building Standards Code Section 5.410.2

2. Commissioned Systems
   a. HVAC and Related Controls
   b. Emergency Power
   c. Lighting Controls as applicable to Title-24 2019
   d. Theatrical Lighting System
   e. Integrated Audio Video System
   f. Domestic Hot Water System
   g. Renewable Energy Systems (Photovoltaic)
3. Sampling strategy during the functional tests per the list below:
   a. 50% HVAC and Related Controls
   b. 100% Emergency Power
   c. 25% Lighting Controls as applicable to Title-24 2019
   d. 100% Theatrical Lighting System
   e. 100% Integrated Audio Video System
   f. 100% Domestic Hot Water System
   g. 25% Renewable Energy Systems (Photovoltaic)
4. Summary of major activities provided in this fee proposal:
   a. Design Phase
      1) Two Virtual Team meetings during the Design phase.
      2) No In-Person Team meeting(s) during the Design phase.
   b. Construction Phase
      1) Eight Virtual Commissioning Coordination meetings during the construction phase.
      2) Three In-Person Commissioning Coordination meetings during the construction phase.
      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 One and Half person-days)

5) No TAB Sample verification / Startup Witnessing / Duct leakage Testing / Piping Pressure testing site visits.

6) Up to Two Training witnessing site visits. (Limited to one person-day)

7) Up to Two Functional Testing site visits. (Limited to Two person-days)

8) Up to One Issues Back-check site visits. (Limited to one person-day)

9) One Trend review analysis of 2 weeks data is included.

c. Post Occupancy and Warranty Phase

1) Not Applicable

5. Commissioning scope as required by the RFP:

a. Provide Owner Project Requirements (OPR) documents for review and approval by the Owner

b. Provide a Basis of Design (BOD) template, and coordinate with the design team to complete the documents

c. Develop and implement a Cx Plan: Provide a Commissioning Plan, which includes a complete description of the Contractor's responsibilities

d. Review and modify commissioning specifications as necessary. Confirm incorporation of Cx requirements into the construction documents

e. Coordinate and facilitate a design review kickoff meeting with the design team

f. Develop construction checklists

g. Provide the following signed and stamped energy code Certificate of Compliance, as need: 2019-NRCC-CXR-E

h. Review all energy code Certificates of Compliance provided by others

i. Lead an on-site commissioning kick-off meeting for general and sub-contractors

j. Develop a system test procedure

k. Verify systems test execution

l. Attend Contractor testing and training to District Staff

m. Maintain an issues and benefits log throughout the Cx process

n. Prepare a Final Cx Report

o. Document all findings and recommendations and report directly to the Owner throughout the Cx process

p. Meetings as required to be included

D. Clarifications:

1. Construction Phase Project delays beyond Two months are not foreseen.

2. Prevailing Wage. The Prevailing Wage is not applicable to professional services firms.

3. Certified Payroll. Certified Payroll is not applicable to professional services firms.

4. Bonding. Bonding is not applicable to professional services firms.

DI. 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 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 coordinations: 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 the Consulting Engineer, would 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 24-2019 acceptance test execution and form completion, completed by the contractor.

   c. Installation checklists shall be completed by the contractor in a timely manner per the project and commissioning schedule.

   d. 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.

   e. The contractor shall provide resources, tools, or temporary equipment to execute the functional tests.

   f. The contractor is responsible to coordinate, schedule and record the training sessions per the specification requirements.

   g. 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.

   h. 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 will assign an individual as a point of contact

   b. The owner will attend the meetings/field investigations as requested by the commissioning provider

3. Designer's Responsibilities

   a. Provide BOD for the commissioned systems and update as needed.

   b. Review commissioning comments and provide written response to each comment within 14 calendar days.

4. All reproduction, including drawings, specifications, and reports.

G. Compensation:

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

Design Phase	$7,885.00
Construction Phase	$32,845.00
Post Occupancy and Warranty Phase (N/A)	$0.00
TOTAL	**$ 40,730.00**

Add Alt#1 Each Extra half Day Site Investigation at the Client's Request	$800.00

The fee provided is valid for 180 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 basic services fee in section G above.

H. Insurance Coverage:

1. Professional Liability $1,000,000 per claim

Please call should you have any questions.

Thank you for the opportunity to offer our services.

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.

Capital Engineering Consultants, Inc.
2022 Billing Rates

Sr. Principal Principal	$240.00 / hour
Director	$220.00 / hour
Sr. Project Manager	$210.00 / hour
Project Manager	$203.00 / hour
Field Services Senior	$195.00 / hour
Engineer Engineer	$190.00 / hour
Senior Designer	$172.00 / hour
Designer	$158.00 / hour
Technician / CADD	$148.00 / hour
Intern	$135.00 / hour
Project Administrator	$125.00 / hour
	$117.00 / hour
	$105.00 / 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: _____

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
the _____ of _____, 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 ____ day of _____, 20__ at _____.
(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.

_____
(Signature)

_____
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I,_____ the _____of
(Name) [SimiLAB3700] (Title)

_____, 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.

_____
(Contractor Name)

By: _____
(Signature)

_____
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, _____, am the _____ of
(Print Name) [SimiEDU45125-1] (Title)

_____. 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 # ➡ [ ] ⬅ **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 _____ this ____ day of _____, 20_____.
(City and State) [SimiEDU45125-1b]

Executed at _____ _____
(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, _____, am the _____ of
(Print Name) [SimiGOV8350] (Title)

_____
(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_____ this ____day of _____, 20____.
(City and State)

_____
(Signature)

_____
(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

_____ ("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: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
R22-02651

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,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on January 18, 2022 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:

   X Signed Agreement
   X Noncollusion Declaration
   X Workers' Compensation Certification
   X Criminal Background Investigation / Fingerprinting Certification
   X Drug-Free Workplace Certification
   X Tobacco-free Environment Certification
   X Insurance Certificates and Endorsements
   X W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty Thousand, Seven Hundred Thirty Dollars ($40,730.00). 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. **Insurance**.

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

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
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: 1/19/2022 | 9:55 AM PST [SimiICA]

Simi Valley Unified School District

By: DocuSigned by: 09CA0EB1F690455...

Print Name: Ron Todo

Print Title: Associate Superintendent Business & Facilities

Dated: 1/11/2022 | 5:41 PM PST

Capital Engineering Consultants Inc.

By: DocuSigned by: Ashkan Azarkeyvan 1C45509B8E6243F...

Print Name: Ashkan Azarkeyvan

Print Title: Director of Commissioning

Information regarding Consultant:

License No.: C0398323

Registration No.: Registration No.

Address: 11020 Sun Center Drive, Ste#100
Rancho Cordova, CA 95746

Telephone: 8553317273

Facsimile: 9166314424

E-Mail: aazarkeyvan@capital-engineering.com

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
X Corporation, State: State
____ Limited Liability Company
____ Other: 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

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

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

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Exhibit A

capital engineering

PROJECT NAME:

SIMI VALLEY USD - SANTA SUSANA HIGH SCHOOL - NEW BLACK BOX THEATER BLDG

OWNER:

SIMI VALEY UNIFIED SCHOOL DISTRICT

PROPOSAL# 21-0463

Prepared by Ashkan Azarkeyvan

A. Project Description: The project is located at 3570 Cochran Street, Simi Valley, CA 93063. The building area will be approximately 10,500 S.F. The building contains a lobby, classroom, dressing rooms, restrooms, black box theater with control room, and a scenery construction room. New building systems include electrical, fire alarm, mechanical, plumbing and fire sprinkler systems. Architectural finishes will be provided including flooring, tile, ceilings and paint. Site improvements shall require new concrete, planters, landscaping and a new ramp.

1. General building program includes: Occupancy Type A-1, Construction Type VB.

2. Project sustainability goals: No sustainability goals are known beyond CALGreen standards.

3. Estimated construction costs: The overall construction budget is estimated to be approximately $7,000,000

4. 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:

   a. Design Phase: The project is currently in DSA Plan Check.

   b. One Phase of construction is assumed to start in June 2022 with total duration not exceeding Eighteen months.

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

5. Certification and Green Programs:

   The project isn't 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. 2019 Title-24 Part 6 California Energy Code Section 120.8

   b. 2019 Title-24 Part 11 California Green Building Standards Code Section 5.410.2

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2. Commissioned Systems
    a. HVAC and Related Controls
    b. Emergency Power
    c. Lighting Controls as applicable to Title-24 2019
    d. Theatrical Lighting System
    e. Integrated Audio Video System
    f. Domestic Hot Water System
    g. Renewable Energy Systems (Photovoltaic)
3. Sampling strategy during the functional tests per the list below:
    a. 50% HVAC and Related Controls
    b. 100% Emergency Power
    c. 25% Lighting Controls as applicable to Title-24 2019
    d. 100% Theatrical Lighting System
    e. 100% Integrated Audio Video System
    f. 100% Domestic Hot Water System
    g. 25% Renewable Energy Systems (Photovoltaic)
4. Summary of major activities provided in this fee proposal:
    a. Design Phase
        1) Two Virtual Team meetings during the Design phase.
        2) No In-Person Team meeting(s) during the Design phase.
    b. Construction Phase
        1) Eight Virtual Commissioning Coordination meetings during the construction phase.
        2) Three In-Person Commissioning Coordination meetings during the construction phase.
        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 One and Half person-days)

5) No TAB Sample verification / Startup Witnessing / Duct leakage Testing / Piping Pressure testing site visits.

6) Up to Two Training witnessing site visits. (Limited to one person-day)

7) Up to Two Functional Testing site visits. (Limited to Two person-days)

8) Up to One Issues Back-check site visits. (Limited to one person-day)

9) One Trend review analysis of 2 weeks data is included.

c. Post Occupancy and Warranty Phase

1) Not Applicable

5. Commissioning scope as required by the RFP:

a. Provide Owner Project Requirements (OPR) documents for review and approval by the Owner

b. Provide a Basis of Design (BOD) template, and coordinate with the design team to complete the documents

c. Develop and implement a Cx Plan: Provide a Commissioning Plan, which includes a complete description of the Contractor's responsibilities

d. Review and modify commissioning specifications as necessary. Confirm incorporation of Cx requirements into the construction documents

e. Coordinate and facilitate a design review kickoff meeting with the design team

f. Develop construction checklists

g. Provide the following signed and stamped energy code Certificate of Compliance, as need: 2019-NRCC-CXR-E

h. Review all energy code Certificates of Compliance provided by others

i. Lead an on-site commissioning kick-off meeting for general and sub-contractors

j. Develop a system test procedure

k. Verify systems test execution

l. Attend Contractor testing and training to District Staff

m. Maintain an issues and benefits log throughout the Cx process

n. Prepare a Final Cx Report

o. Document all findings and recommendations and report directly to the Owner throughout the Cx process

p. Meetings as required to be included

D. Clarifications:

1. Construction Phase Project delays beyond Two months are not foreseen.

2. Prevailing Wage. The Prevailing Wage is not applicable to professional services firms.

3. Certified Payroll. Certified Payroll is not applicable to professional services firms.

4. Bonding. Bonding is not applicable to professional services firms.

DI. 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 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 coordinations: 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 the Consulting Engineer, would 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 24-2019 acceptance test execution and form completion, completed by the contractor.

   c. Installation checklists shall be completed by the contractor in a timely manner per the project and commissioning schedule.

   d. 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.

   e. The contractor shall provide resources, tools, or temporary equipment to execute the functional tests.

   f. The contractor is responsible to coordinate, schedule and record the training sessions per the specification requirements.

   g. 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.

   h. 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 will assign an individual as a point of contact

   b. The owner will attend the meetings/field investigations as requested by the commissioning provider

3. Designer's Responsibilities

   a. Provide BOD for the commissioned systems and update as needed.

   b. Review commissioning comments and provide written response to each comment within 14 calendar days.

4. All reproduction, including drawings, specifications, and reports.

G. Compensation:

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

Design Phase	$7,885.00
Construction Phase	$32,845.00
Post Occupancy and Warranty Phase (N/A)	$0.00
TOTAL	**$ 40,730.00**

Add Alt#1 Each Extra half Day Site Investigation at the Client's Request	$800.00

The fee provided is valid for 180 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 basic services fee in section G above.

H. Insurance Coverage:

1. Professional Liability $1,000,000 per claim

Please call should you have any questions.

Thank you for the opportunity to offer our services.

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.

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Capital Engineering Consultants, Inc.
2022 Billing Rates

Sr. Principal Principal	$240.00 / hour
Director	$220.00 / hour
Sr. Project Manager	$210.00 / hour
Project Manager	$203.00 / hour
Field Services Senior	$195.00 / hour
Engineer Engineer	$190.00 / hour
Senior Designer	$172.00 / hour
Designer	$158.00 / hour
Technician / CADD	$148.00 / hour
Intern	$135.00 / hour
Project Administrator	$125.00 / hour
	$117.00 / hour
	$105.00 / hour

Capital Engineering Consultants, Inc.

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

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EXHIBIT "B"
CERTIFICATIONS / DECLARATIONS

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NON-COLLUSION DECLARATION

PROJECT: Santa Susana High School - New Black Box Theater Commissioning

STATE OF CALIFORNIA
COUNTY OF _____

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 Inc, 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 ____ day of _____, 20__ at Rancho Cordova, Sacramento, CA.
1/11/2022 | 5:41 PM PST (City, County and State)

DocuSigned by:
Ashkan Azarkeyvan _____ of perjury under the laws of the State of California that the foregoing is true and correct.
1C45509B8E6243F...

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:
E Ashkan Azarkeyvan
1C45509B8E6243F...

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 # → DOJ issued ORI # ← **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 (City and State) [SimiEDU45125-1b] this ____ day of 1/11/2022 | 5:41 PM PST, 20_____.

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

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

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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.

Ashkan Azarkeyvan

Ramon Ramos

Eduardo Ramirez

Agus Widjaja

Aaron Wintersmith

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 ____day of _____, 20____.
(City and State) 1/11/2022 | 5:41 PM PST

DocuSigned by:
Ashkan Azarkeyvan
1C45509B8E6243F...

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: 1/11/2022 | 5:41 PM PST

Contractor: Capital Engineering Consultants Inc.

DocuSigned by:

Signature: Ashkan Azarkeyvan

1C45509B8E6243F...

Print Name: _____

Title: Director of Commissioning

DocuSign Envelope ID: 9F913811-99AE-4CF2-8F56-0F2FB9FF3DB6

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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 $1,000,000.00.
  6. Personal and Advertising Injury limit must be at least $1,000,000.00.
  7. General Aggregate limit must be at least $2,000,000.00.
  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

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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 CMP-4786.1 CNA 74705XX (01/15) CNA 75079XX (01/15) CNA 75079XX (10/16)	SB-146968B (6-16) ECP 1004 0410 EN 0137-0211 G-123127-B G-17957-G (01/01) HG 00 01 06 05 J6858 102/93-6858 1st edition (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**

Endorsement (Ongoing operations)		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 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) SB146932F (6-16) SCG 20 30 09 07 SS 41 70 06 11 TM 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) SB 146968B (6-16) SS 41 71 12 19 SCIS-BAICOM-1 (10/15) TM 176 1011

For Architects, Engineers, & Surveyors: **AND**

CG D3 81 09 07	None

For Travelers Companies: **AND**

CG D3 81 09 07 CG D3 81 09 15 CG D3 82 09 15 CG D1 05 04 94 CG D2 47 08 05	CG D2 47 04 19 CG D1 44 02 19 CG D2 46 04 19 CG D6 04 02 19 CG TI 00 02 19	None
CG D3 61 03 05 CG D4 17 01 12		CG 20 37 10 01 or CG 20 37 07 04

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Indicate Project Name Here

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

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

    a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

    b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

    c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.
    b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, and fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

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

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

DocuSigned by:
Ashkan Azarkeyvan
1C45509B8E6243F...

[SimiROC]

Ashkan Azarkeyvan
Print Name

Capital Engineering Consultants Inc.
Company

Director of Commissioning
Title

1/11/2022 | 5:41 PM PST
Date

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
1/18/22
Date Signature

TITLE: **APPROVAL OF CHANGE ORDER NO. 4 ROYAL HIGH SCHOOL MPR RENOVATION, BID NO. 20B27BX332**

Business & Facilities
Consent #20

January 18, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On April 21, 2020, the Board of Education authorized the award of Bid No. 20B27BX332 to The Nazerian Group in the amount of $9,594,123.00 for renovations to the Royal High School MPR. During the course of construction, various changes became necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 4.

Fiscal Analysis

Change Order No.4 represents an increase to the original contract by $279,678.57 or 2.92%. The revised contract amount including Change Order No.4 will be $10,370,984.74. The cumulative Change Orders will be $776,841.74 or 8.10%. The contract time will remain the same with a final completion date of May 22,2022.

Measure X will fund change Order No. 4.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 4 as presented.

On a motion # 110 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No. 3 for the Royal High School Building MPR Renovations Project, Bid No. 20B27BX332.

Ayes: Smollen, LaBelle, Jubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstain: 0

EXHIBIT "A"

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER

Project Name: Royal HS MPR Renovation	Change Order #: 4	
Site: Royal High School	Board Date: Jan18, 2022	
To (Contractor): The Nazerian Group	DSA Application #: 03-118787	
Address: 17514 Ventura Blvd. #204 Encino, CA 91316	Contract #:20B27BX332	Contract Date: 4-22-2020
	PO #:	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

COP #41R3: Price Request #2R1 for roof changes to North Side of Bldgs including new drains and piping and insulation installed under deck in the amount of $117557.95.

COP # 45: CCD #22 Additional Fire Sprinklers in the amount of $132197.43.

COP #48: Replace Welded 3" gas line and reroute under deck to avoid multiple roof penetrations in the amount of $29923.19.

EXHIBIT "A"

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: $ 9594123.00	Original Contract Duration: 450 Days
Prior Contract Adjustments: $ 497183.17	Original Completion Date: August 11, 2021
Contract Sum Prior to this Amendment: $ 10091306.17	Total Approved Time Extension to Date: 284 days
Adjustment per this Amendment: $ 297678.57	Adjustments per this Amendment: N/A
Revised Contract Amount: $ 10370984.74	Completion Date Including 5/22/22

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

The Nazerian Group	(Signature) (Date)	[SimiPCC20118]
DAVID PEGG Project Coordinator	(Signature) (Date)	
JEFF KIPP Construction Project Manager	(Signature) (Date)	
LORI RUBENSTEIN Bond Program Manager	(Signature) (Date)	
RON TODO Associate Superintendent, Business & Facilities	(Signature) (Date)	

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Royal High School**	Date:	November 19, 2021
Project Name:	**Royal HS MPR Renovations**	COP Number:	41R3
To: *Name & Title*	Steve Tanijian (PM)	Project Number:	**X000-64-17**
From: *Contractor*	**The Nazerian Group/Crosby**	Bid Number:	**20B27BX332**

Description of Work:

Furnish and Install roof drains and overflow drians/w seismic loops. Added Supports for RD's. Revised roofing(1/4" Dens Deckover metal deck at East and West roofs per PR2/PR2R1). Insulation under deck.

A. Subcontractor Cost of the Work:			
Crosby Plumbing	$59,670.10		
C A Bunchen (Cabco)	$ 5,928.00		
Best Contracting	$ 17,469.32		
G&Y Construction	$ 4,344.00		
Dittemore Insulation Contractors	$ 28,375.00	**Subtotal A:**	$115,786.42
A1. GC Markup of Subcontractor Cost: (6%)			
B. Contractor Cost of the Work:			
Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -		
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ -
C. Contractor Fee: (As per General Conditions)		**Subtotal C:**	$ -
D. Total of Subcontractor and GC Cost	Total = (A + A1 + B + C)	**Total:**	$ 115,786.42
E. GC Bond Rate (1.5%)			$ 1,736.80
F. GC Insurance Rate (2%)			$ 34.74
G. Total COP Cost			$ 117,557.95

☑ The proposal would ☐ Increase ☐ Decrease the Contract Time by [ ] calendar days.

☐ The proposal does NOT affect the Contract Time.

Steve Tanijian	Steve Tanijian, Project Manager	November 19th, 2021
Contractor's Signature:	Printed Name & Title	Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

ARCHITECTURE FOR EDUCATION INCORPORATED

PROPOSAL REQUEST

Date:	May 19, 2021	Cost of Change:	
Owner:	SVUSD	Project No:	1705-02
Contractor:	The Nazerian Group	File No:	56-H6
Attention:	George Kwiter	App. No:	03-118787
Requested By:	Vanessa Peltier		

Proposal Request No. 2

PR # 2

Description:

In order for the roof to drain properly after the installation of new metal deck – 2 new roof drains will be added to East and West lower roofs. Change roof from Sarnafil to built-up.

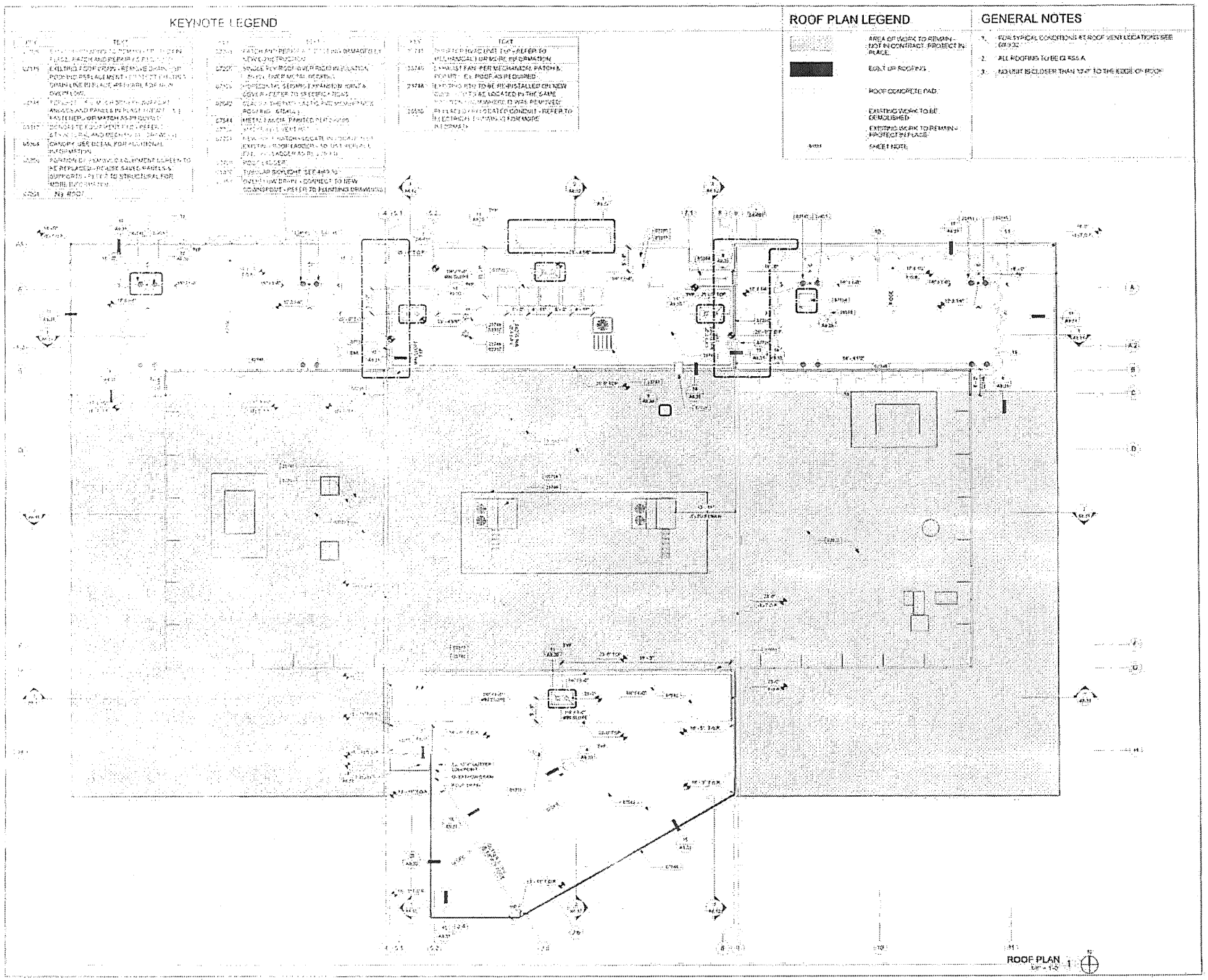
1) Credit installation of new Sarnafil roof and connection to old roof.
2) Replace Sarnafil with built-up roofing, MBTechnology or equal, over rigid insulation and Densdeck.
3) Per attached plan, add two new roof and overflow drains to each East and West roof. Route through ceiling space and CMU wall to connect to existing. Drains to be installed at metal deck.
4) Provide shop drawing for rigid insulation showing positive drainage.
5) Credit R30 rigid insulation.
6) Install R30 batt insulation below roof at occupied areas with pins and self locking anchors.

Requested By: David Pegg, SVUSD
Reason: Specified R30 rigid on top of new metal deck would be higher than existing roof assembly and does not allow for drainage.
Documentation: revised A4.00
DSA Approval Required **no**

Regards,

VANESSA L. PELTIER, ARCHITECT
Architecture for Education

Architecture for Education
41 North Fair Oaks Avenue | Pasadena, California 91103
T 626-356-4080 | F 626-356-3080
www.architecture4e.com



ALE
41 SOUTH MILL OAKS AVENUE
PASADENA, CA 91103
626.356.4089
626.356.3081 F
www.aleharchitects.com

ROYAL HS - MPR RENOVATION

1835 ROYAL AVENUE
SIMI VALLEY, CA 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET
SIMI VALLEY, CA 93065

NUMBER	ISSUE	DATE
REVISIONS		

DATE
JOB NUMBER
SCALE AS NOTED
DRAWN
CHECKED
APPROVED
KEY PLAN

EXHIBIT "A"

TITLE COMPREHENSIVE ROOF PLAN

SHEET A4.00

EXHIBIT "A"

PROPOSAL REQUEST

ARCHITECTURE FOR EDUCATION INCORPORATED

Date:	August 18, 2021	Cost of Change:	
Owner:	SVUSD	Project No:	1705-02
Contractor:	The Nazerian Group	File No:	56-H6
Attention:	George Kwiter	App. No:	03-118787
Requested By:	Vanessa Peltier		

Proposal Request No. 2, R1

PR # 2 R1
Description:
In order for the roof to drain properly after the installation of new metal deck – 2 new roof drains will be added to East and West lower roofs. Thermal insulation shall be under roof sheathing.

1) Per attached plan, add two new roof and overflow drains to each East and West roof. Route through ceiling space and CMU wall to connect to existing. Drains to be installed at metal deck.
2) Provide shop drawing for rigid insulation showing positive drainage using less than 2".
3) Credit R30 rigid insulation.
4) Install R30 batt insulation below roof at occupied areas with pins and self locking anchors.

Requested By: David Pegg, SVUSD
Reason: Specified R30 rigid on top of new metal deck would be higher than existing roof assembly and does not allow for drainage.
Documentation: revised A4.00
DSA Approval Required **no**

Regards,

VANESSA L. PELTIER, ARCHITECT
Architecture for Education

Architecture for Education
41 North Fair Oaks Avenue | Pasadena, California 91103
T 626-356-4080 | F 626-356-3060
www.architecture4e.com

EXHIBIT "A"

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:	Royal High School	RFI Number:	172
Project Name:	Royal HS MPR Renovations	Date:	7/15/2021
To: (Architect)	Architecture for Education	Project No.:	X000-64-17
From:	The Nazerian Group/Crosby	Bid Number:	20B27BX332

Drawing Number Detail	Specification Section	Page

Request:

Re: PR 2
We are in receipt of PR-2. Plumbing scope is not clear and we cannot provide a COP based on the provided architectural drawings. Please provide plumbing plans reflecting the changes made in PR-2 and please clarify plumbing scope.

Request Issued by: Steve Tanijian — *Contractor's Signature* — Steve Tanijian — *Name (Printed)* — 7/15/2021 — *Date*

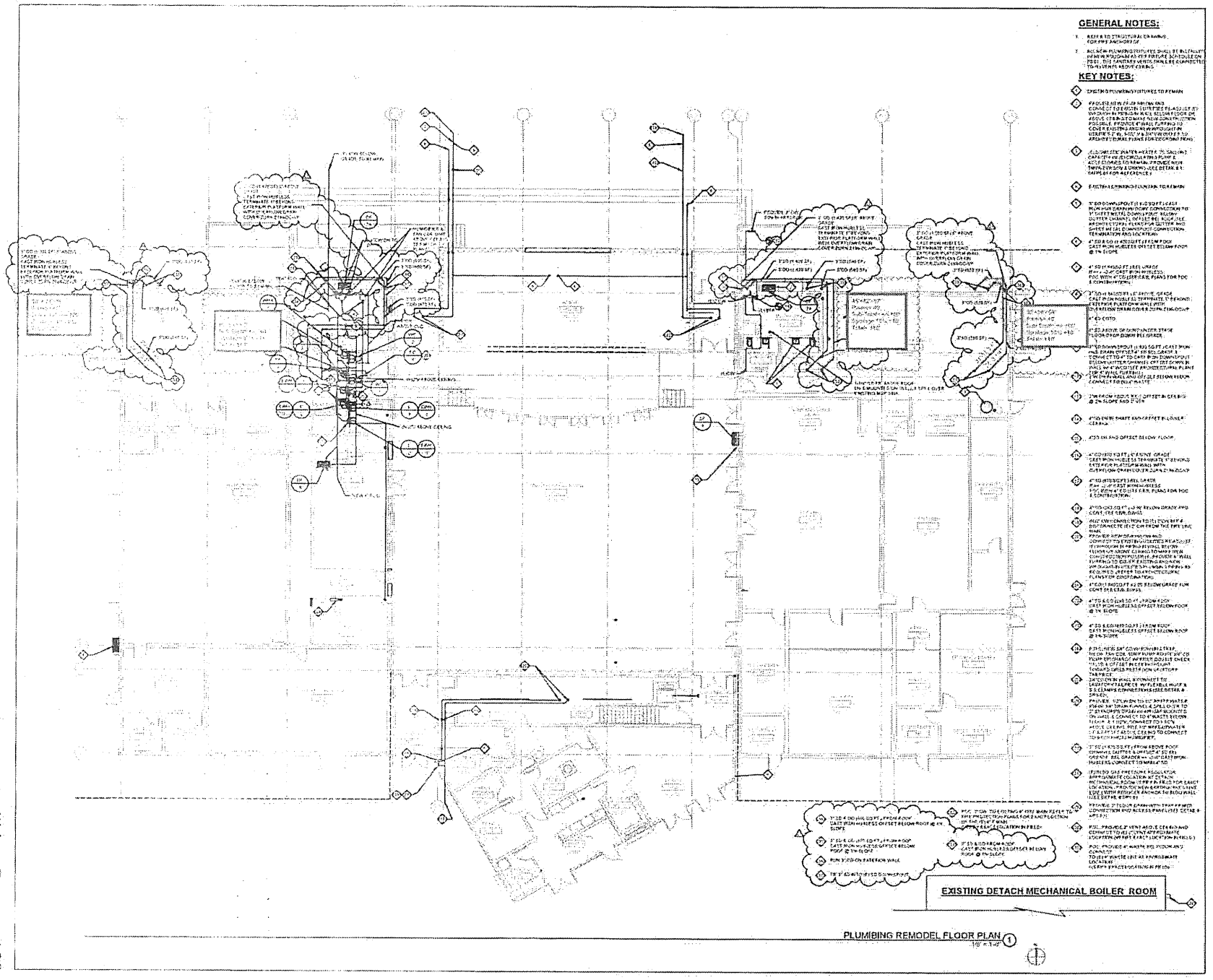
Response:

See attached revised P2.11 and P2.12.
VPeltier, A4E, 8.12.21

Response Issued by: *Architect's Signature* — *Name (Printed)* — *Date*

Response Reviewed by: *Project Coordinator's Signature* — DAVID PEGG *Name (Printed)* — *Date*

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.



ALE
41 NORTH FAIR OAKS AVENUE
PASADENA, CA 91103

ROYAL HS - MPR RENOVATION
1420 ROYAL AVENUE
SIMI VALLEY CA 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET
SIMI VALLEY CA 93065

IMEG

NUMBER	ISSUE	DATE

REVISIONS

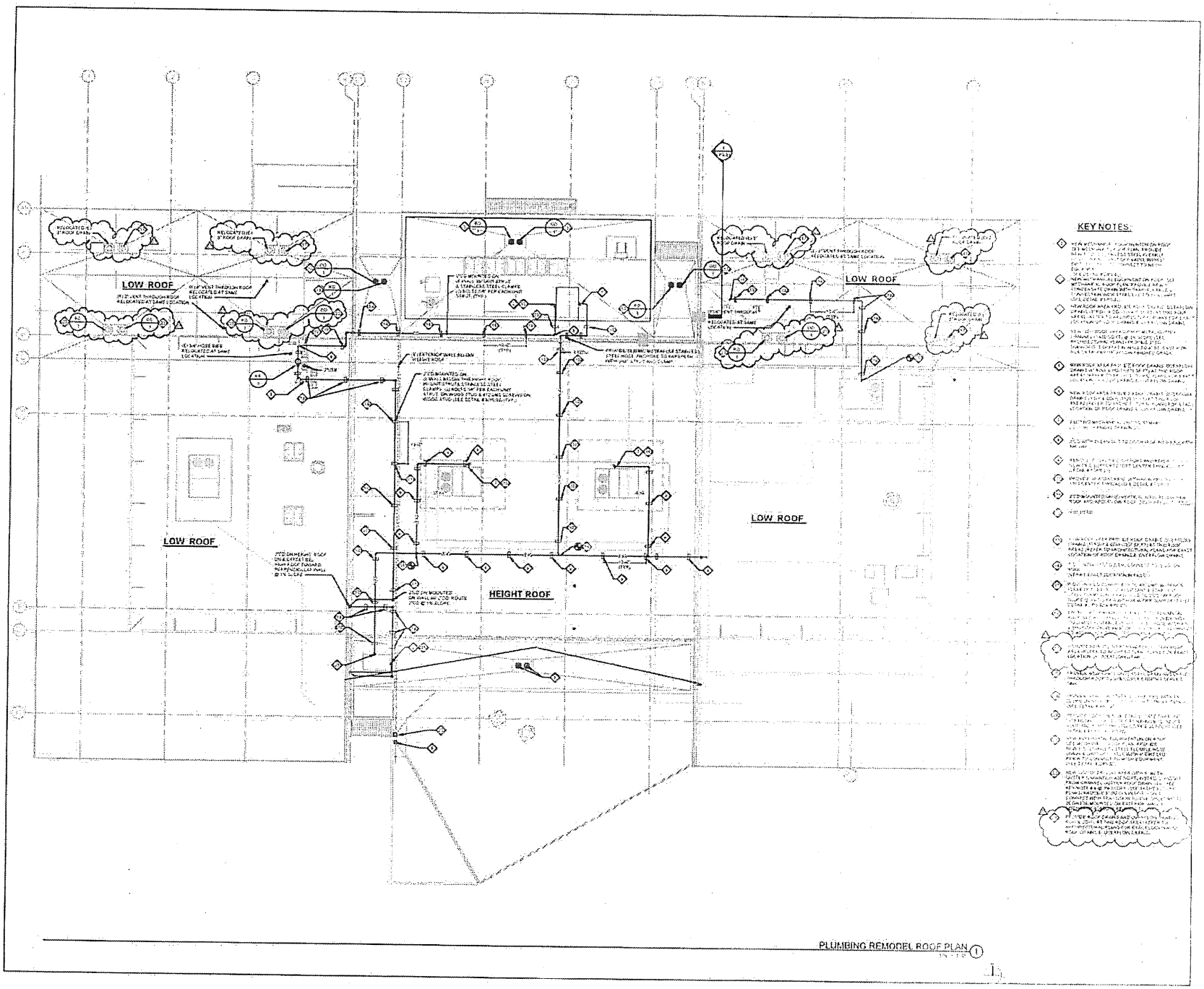
DATE 01/10/19
JOB NUMBER 17045
SCALE AS NOTED
DRAWN
CHECKED
APPROVED
KEY PLAN

EXHIBIT "A"

TITLE: PLUMBING REMODEL FLOOR PLAN

SHEET P2.11

Business & Facilities, Consent # 20



ROYAL HS - MPR RENOVATION

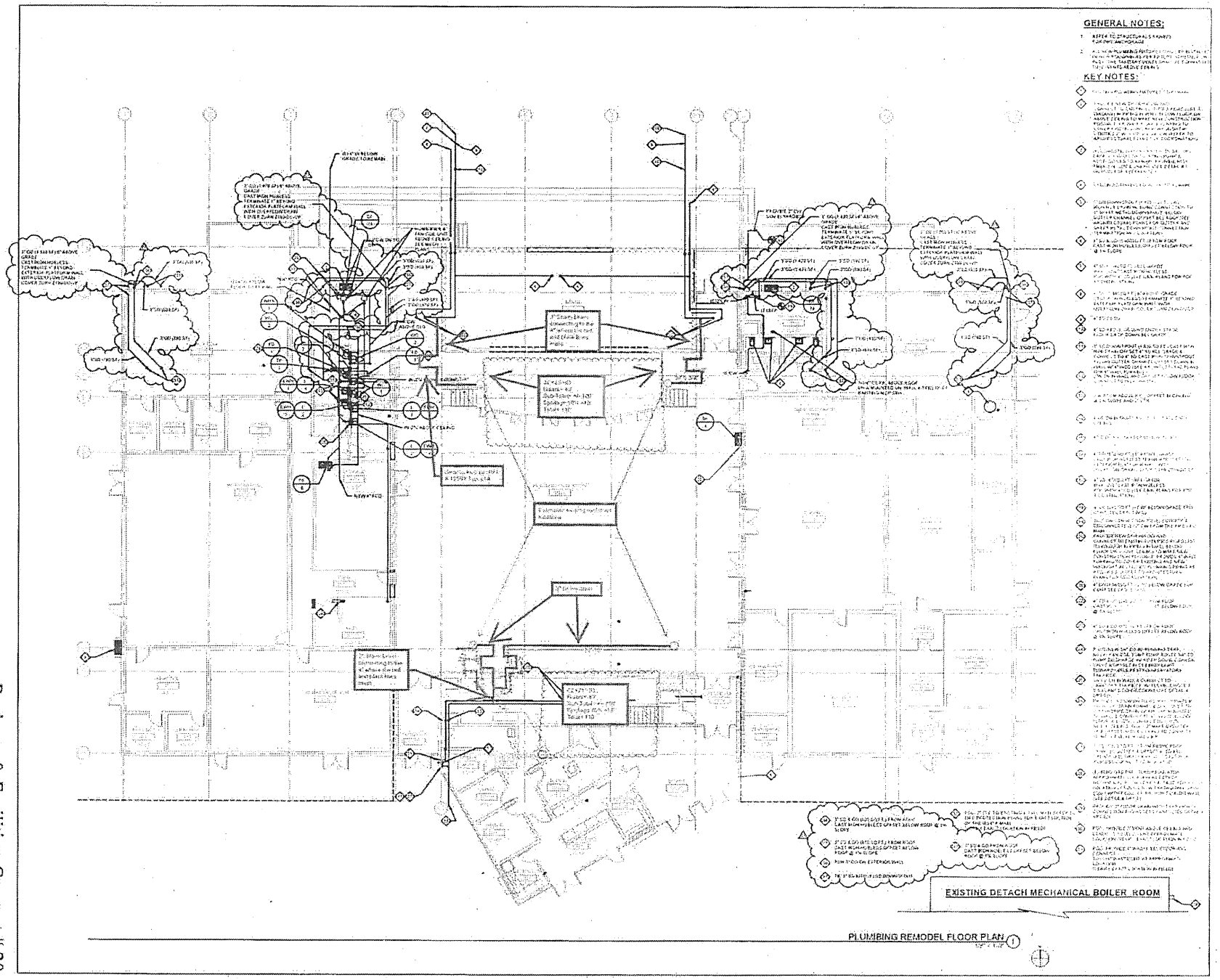
SIMI VALLEY UNIFIED SCHOOL DISTRICT

IMEG

EXHIBIT

PLUMBING REMODEL ROOF

P2.12



ROYAL HS - MPR RENOVATION

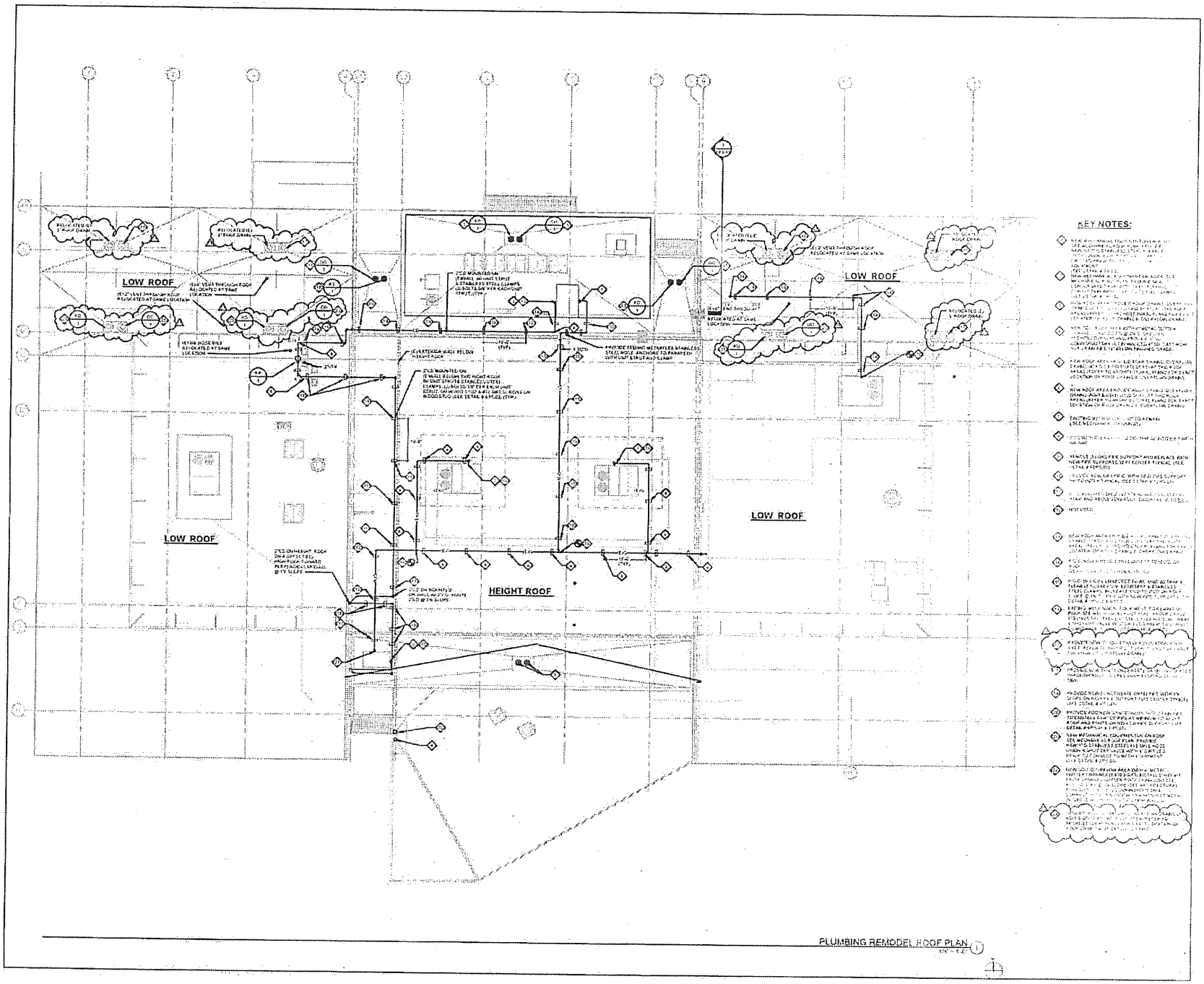
SIMI VALLEY UNIFIED SCHOOL DISTRICT

IMEG

EXHIBIT "A"

PLUMBING REMODEL FLOOR PLAN

P2.11



ROYAL HS - MPR RENOVATION

SIMI VALLEY UNIFIED SCHOOL DISTRICT

IMEG

PLUMBING REMODEL ROOF PLAN

P2.12

EXHIBIT A

Business & Facilities, Consent # 20

EXHIBIT "A"

Additional Work Authorization

Subcontractor Cost Proposal

Royal High School

COR #05 R4

Company Name	Trade/ Description	Date 11/18/2021
CROSBY PLUMBING, Inc.	PLUMBING	

WORK DESCRIPTION:

Subcontractor Labor Costs: (Attach additional forms or Information as required)

Description of work	No. of Workers	Hours	Rate	Ext. Costs
Per PR 2 R1, RFI 135	1 Forman	35	$ 108.53	$ 3,798.55
	2 Plumber	70	$ 99.30	$ 13,902.00
Furnish and install piping for roof drains	1 Laborer	70	$ 74.41	$ 5,208.70
and overflow drains with seismic loops	1 Operator		$ 98.11	$ -
at the building separations				
NOTE: The roof drains and overflow drains				
and their installation are not included in				
this price. They are to be done on T&M				
basis per Steve/District				
			SUBTOTAL:	$ 22,909.25

Subcontractor Material And equipment Costs: (Attach supporting invoices)

Item Description	Quantity	Unit Costs	Ext. Costs
3" CI pipe	700	$ 8.95	$ 6,265.00
3" Fittings	125	$ 26.85	$ 3,356.25
3" No hub couplings	300	$ 13.64	$ 4,092.00
3" hangers and supports	250	$ 16.52	$ 4,130.00
Scissor lift (per day)	10	$ 118.00	$ 1,180.00
Zum Z-199-DC-VP	4	$ 1,124.00	$ 4,496.00
Core drills	8	$ 215.00	$ 1,720.00
X- ray	1	$ 985.00	$ 985.00
		Subtotal	$ 26,224.25
		Tax	$ 2,753.55
		Total Mat.	$ 28,977.80
	L & M Sub-total		$ 51,887.05
	15% OH&P		$ 7,783.06
	Subcontractor Total Costs:		$ **59,670.10**

EXHIBIT "A"

DITTEMORE INSULATION CONTRACTORS, INC.

805 E. Cerritos Ave, Anaheim, CA 92805 / Ph: 714-289-7095 / Fax: 714-771-0230
Commercial & Industrial LIC.#750723 www.dittemore.net

Proposal:
The Nazerian Group

Project:
Royal HS MPR Renovation
875 Cochran Street
Simi Valley, Ca 93065

Change Order #1 Per Proposal Request 2. R1.

1. Install R-30 FSK faced fiberglass batts pinned at underside of roof in place of rigid.

Material: R-30 FSK and Pins/Glue	$12,640.25
Labor: 160 Hours @ $82.22	$13,155.20
Sub-total:	$25,795.45
O+P 10%	$2,579.55
Total:	**$28,375.00**

DIR Registration #1000001566

PAYMENT FOR WORK DUE UPON COMPLETION UNLESS OTHERWISE AGREED UPON IN WRITING
THIS BID BECOMES INVALID 30 DAYS FROM DATE OF PROPOSAL UNLESS OTHERWISE STATED ABOVE

Date: 10-29-21 Date Accepted: _____

Price: As noted above

Estimator: David Serdinsky david@dittemore.net Accepted By: Business & Facilities, Consent # 20

EXHIBIT "A"

Change Order Request

C.O.R. # 20151-0002
G.C. # RFI 2
Date: 9/15/2021

Project Name: 20151 / ROYAL HS MPR RENOVATION **Project #:** 20151

To: The Nazerian Group **Attn:** 16200 Ventura Blvd. Suite 226 Encino, CA 91435 **Phone:** (818) 990-5115 **Fax:** (818) 986-1448	**From:** Best Contracting Services, Inc. Randy Ayala 19027 S. Hamilton Ave. Gardena, CA 90248-4408 **Phone:** (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Per RFI#2, Best to inatall 1/4" Dens Deck prime over metal deck at east and West Roofs

Change Order Price $17,469.32

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Randy Ayala 9/15/2021

Author Date Sent

☐ Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature Date of Acceptance

EXHIBIT "A"

Change Order Request

C.O.R. # 20151-0002

G.C. # RFI 2

Date: 9/15/2021

Project Name: 20151 / ROYAL HS MPR RENOVATION

Project #: 20151

Labor

Labor Type	Man Hrs	$/Hr	Burden	Fringe	TotalTax	Total Labor
Roofer Journeyman	64.00	$74.02	$0.00	$0.00	$0.00	$4,737.28
				Sub Total	$0.00	$4,737.28
				Grand Total	$0.00	$4,737.28

Materials

Materials	Quantity	Cost	TotalTax	Total Materials
1/4" dens deck / SQ	60.00	$61.50	$378.23	$4,068.23
Adhesive 2163 / EA	15.00	$220.00	$338.25	$3,638.25
Fastener and plates / EA	4.00	$475.50	$194.95	$2,096.95
		Sub Total	$911.43	$9,803.43
		Grand Total	$911.43	$9,803.43

Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
42' fork lift / Day	1.00	$650.00	$0.00	$650.00
		Sub Total	0.00	$650.00
		Grand Total	0.00	$650.00

Total	$15,190.71
Overhead	$1,519.07
Profit	$759.54
Total	$17,469.32

EXHIBIT "A"

c.a. buchen corp.
9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654
CONTRACTORS LIC #209850
DIR #1000004833

To Nazerian

Regarding project: Royal HS

Att *Steve Tanijian*

Job#: SE-A492
Date: 9/13/2021

Request for Change Order # 13

Added roof drains East and West Roof Per. PR #2,R1 (4) Locations

1		***Project Engineering***		hr @	$ 80.00		$0
2		***Field measure***		hr @	$ 80.00		$0
3		***Detailing***	3	hr @	$ 95.00		$285
4		***Shop labor***	8	hr @	$ 86.00		$688
5	***Ironworker***	***Foreman Standard***	8	hr @	$ 111.00		$888
		Overtime		hr @	$ 142.00		$0
		Double time		hr @	$ 170.00		$0
	Journeyman	***Standrad***	24	hr @	$ 106.00		$2,544
		Overtime		hr @	$ 133.00		$0
		Double time		hr @	$ 166.00		$0
7	***Materials:***	HSS 4x4			$ -		$0
8		1/4" cap plates			$ -		$0
9		Bent Plates					$0
10		Angles	lot		$ 1.00		$685
11		***Galvanizing***			$ 1.00	/lb	$0
		Primer			$ 1.00	/lb	$0
12	***Buy outs:***	Cane Bolts			$ -		$0
13		Casters			$ -		$0
14		Hinges			$ -		$0
15		Deck			$ -		$0
16		Mesh Panels			$ -		$0
17		***Delivery&Pickup***		round trip	$ 320.00		$0
		Semi Delivery		round trip	$1,100.00		$0
18		***Scanning Rebar***			$ -		$0
19		***33 Ton Crane in/out***			$ -	vary per crane size	$0
20		***Man lift***			$ -	varies	$0
21		***8K - Fork lift***		day @	$ 300.00	plus delivery	$0
22	***Field equip:***	*Stick weld*		hr @	$ 20.00	(250cc)	$0
23		*Innershield*		hr @	$ 25.00	(300- 400cc)	$0
24		*F.P. inshield*		hr @	$ 25.00	(650cc)	$0
25		*Snap off gun*		hr @	$ 80.00		$0
26		*Working field truck w/tools*		hr @	$ 25.00	Field equip & Rigging	$0
27		*Air compressor*		day @	$ 100.00		$0
28		*Burning outfit*		day @	$ 105.00		$0
29		*Special equipment*		hr @	$ 9.00	Air-arc	$0
30		*Special equipment*		day @	$ 70.00	Fire blanket shield	$0
						Subtotal	$5,090
		Tax on materials & galvanizing (9.5%)					$65
		Profit & Overhead			15%		$773
						Total this change order	$5,928

EXHIBIT "A"
9/8/2021

G&Y GENERAL CONTRACTORS INC.

Contractor: The Nazeian Group
Attention: David Pegg
Project: Royal High School MPR Building Project
Date:9/7/2021
Description: Demolition of remainder of lightweight concrete from East and West existing Roof.

COP:
QUOTE

TRADE	Straight	Time 1/2	Double time Hours		Total
Project Manager	$ 125.00	$ 187.50	$ 250.00	0	$ -
Superintendent	$ 110.00	$ 165.00	$ 220.00	0	$ -
Administration	$ 75.00	$ 112.50	$ 150.00	0	$ -
Carpenter Foreman	$ 96.83	$ 115.70	$ 141.18	0	$ -
Carpenter Journeyman	$ 97.06	$ 115.70	$ 141.18	0	$ -
Labor Foreman	$ 88.50	$ 103.35	$ 124.81	40	$ 3,539.99
Labor Journeyman	$ 81.90	$ 103.35	$ 124.81	0	$ -
Operator Journeyman	$ 105.24	$ 133.70	$ 162.16	0	$ -
Electrcian Foreman	$ 115.35	$ 138.27	$ 167.79	0	$ -
Electrcian Journeyman	$ 108.75	$ 138.27	$ 167.79	0	$ -
Ironworker Foreman	$ 112.47	$ 132.37	$ 158.87	0	$ -
Ironworker Journeyman	$ 105.87	$ 132.37	$ 158.87	0	$ -
Mason Foreman	$ 101.40	$ 111.22	$ 134.18	0	$ -
Mason Journeyman	$ 88.26	$ 111.22	$ 134.18	0	$ -
LABOR TOTAL					$3,539.99

MATERIALS	Units	Cost	Total
N/A	0.0 Yards	$ -	$ -
N/A	0.0 Case	$ -	$ -
N/A	0.0 Ton(s)	$ -	$ -
N/A	0.0 Load(s)	$ -	$ -
N/A	0.0 EA	$ -	$ -
TOTAL MATERIALS			$ -

EQUIPMENT	Units		Total
Jack Hammer	2.0 Day(s)	$ 100.00	$ 200.00
N/A	0.0 Day(s)	$ -	$ -
N/A	0.0 Day(s)	$ -	$ -
N/A	0.0 Day(s)	$ -	$ -
N/A	0.0 Day(s)	$ -	$ -
TOTAL EQUIPMENT COSTS			$ 200.00

LABOR TOTAL		$ 3,539.99
MATERIAL TOTAL		$ -
EQUIPMENT		$ 200.00
SUBTOTAL		$ 3,739.99
MARKUP	15%	$ 561.00
TOTAL ADD		$ 4,300.99
INSURANCE	1%	$ 43.01
TOTAL		$ 4,344.00

Signed by: Garo Muradian

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Royal High School**	Date:	October 27, 2021
Project Name:	**Royal HS MPR Renovations**	**COP Number:**	45
To: *Name & Title*	Steve Tanijian (PM)	Project Number:	**X000-64-17**
From: *Contractor*	**The Nazerian Group**	Bid Number:	**20B27BX332**

Description of Work:

Furnish and Install extra work per CCD-017 and CCD-022. Please note: This price does not include any patching or unforeseen conditions that will be determined as work commences

A. Subcontractor Cost of the Work:			
Apex Fire	$130,205.29		
		Subtotal A:	$ 130,205.29
A1. GC Markup of Subcontractor Cost: (6%)			
B. Contractor Cost of the Work:			
Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -		
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ -
C. Contractor Fee: (As per General Conditions)		**Subtotal C:**	$ -
D. Total of Subcontractor and GC Cost	Total = (A + A1 + B + C)	**Total:**	$ 130,205.29
E. GC Bond Rate (1.5%)			$ 1,953.08
F. GC Insurance Rate (2%)			$ 39.06
G. Total COP Cost			$ 132,197.43

☑ The proposal would ☐ Increase ☐ Decrease the Contract Time by [ ] calendar days.

☐ The proposal does NOT affect the Contract Time.

Steve Tanijian	Steve Tanijian, Project Manager	October 27th, 2021
Contractor's Signature:	Printed Name & Title	Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

DSA

140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☑ No ☐)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 022	Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Simi Valley USD	DSA File Number: 56 H6
Project Name/School: Royal High School	DSA Application Number 03 118787

3. APPLICANT INFORMATION:

Date Submitted: 09/13/21	Attached Pages? No ☐ Yes ☑ Number of pages? 11		
Firm Name: Architecture for Education	Contact Name: Vanessa Peltier		
Work Email: vpeltier@architecture4e.com	Work Phone: (562) 537-7843		
Firm Address: 41 N Fair Oaks Ave	City: Pasadena	State: CA	Zip Code: 91103

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction. ☐ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Rachel Adams

Professional License Number: C32429	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals*, and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

After demolition, it became apparent that the existing structure is not protected as required for a type IIA building. It is better and cheaper to sprinkle the entire building which allows us to analyze the building as a type IIB. This CCD revises the code analysis and adds sprinklers to the entire building.

List of DSA-approved drawings affected by this post-approval document:

DSA USE ONLY

SSS LZ Date 9/27/2021 ☑Approved ☐Disapproved ☐Not Required

Comments:

FLS Zara Mosaval Date 09/23/2021 ☑Approved ☐Disapproved ☐Not Required

Comments:

ACS Date ☐Approved ☐Disapproved ☐Not Required

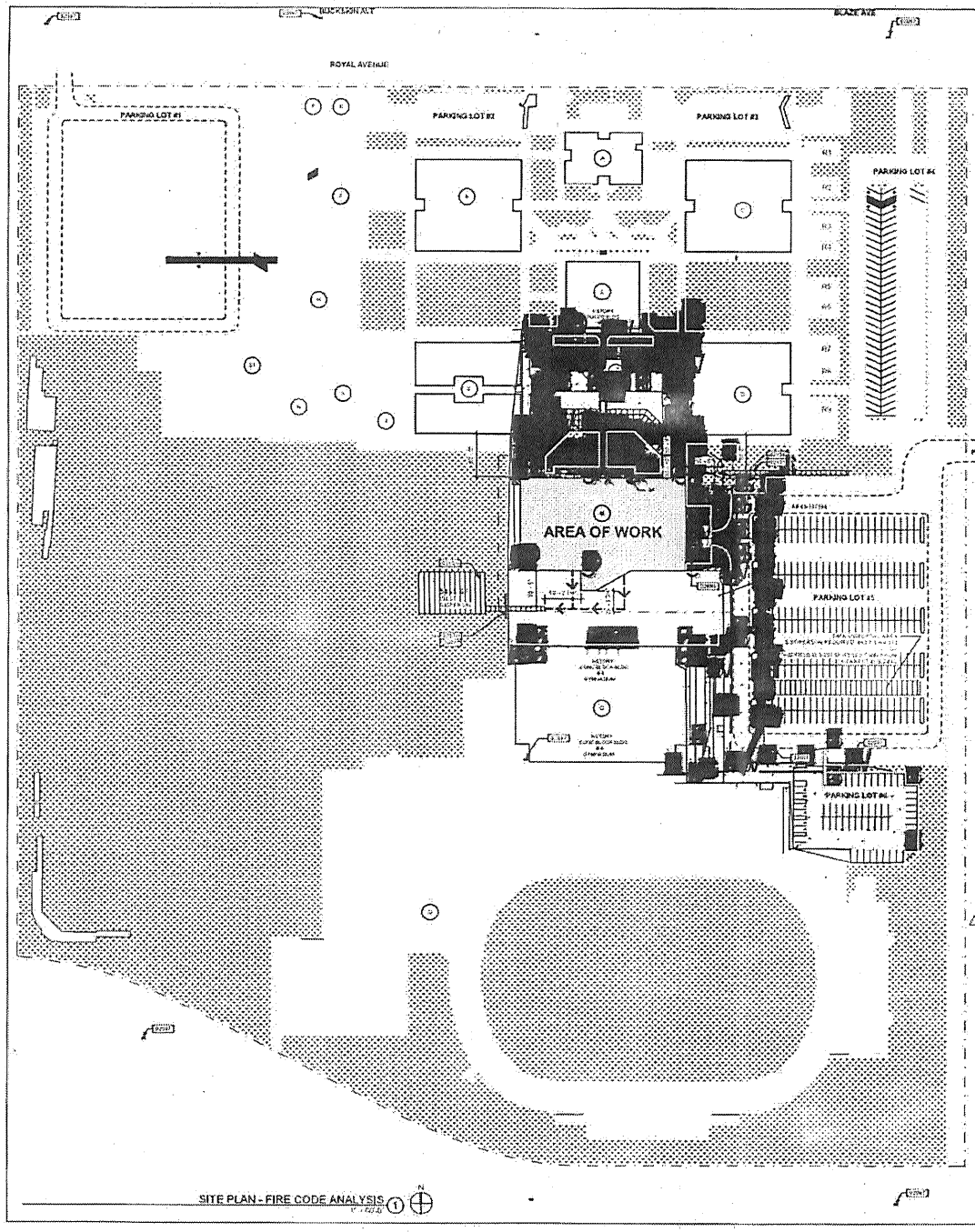
Comments:

Returned Date: By:

DSA STAMP

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 03-118787 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☐
DATE: 09/27/2021

Business & Facilities, Consent # 20



SITE PLAN - FIRE CODE ANALYSIS

SITE PLAN LEGEND

SITE PLAN FIRE FLOW

KEYNOTE LEGEND

SAFE DISPERSAL ANALYSIS

DSA 810

FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

BUILDING ANALYSIS

BLDG NAME	# OF STORIES	CONST. TYPE	LEVEL	SPRINKLER	OCC	M	NS	K(1)	(M)TOTAL ALLOWABLE	ACTUAL AREA (FSC)	OCCUPIED RATIO	ALLOWABLE HEIGHT
MPR	2	IIIB	FIRST FLOOR	YES	A-1	40,000	15,000	75	40,375	8,274	0.21	55'
					A-2	39,000	15,000		45,125	2,155	0.05	
					B	52,000	23,000		109,250	1,354	0.01	
					E	28,000	13,500		69,875	5,875	0.08	
					F-1	42,000	13,500		73,625	3,154	0.04	
					M**	30,000	12,500		53,375	805	0.01	
					S-2	104,000	26,000		123,500	2,175	0.02	
			SECOND FLOOR	YES	E	28,000	13,500	75	40,375	25,628	0.63	

FOOTNOTES:
M - TABULAR AREA FACTOR PER CBC TABLE 503.2
NS - TABULAR ALLOWANCE FOR NON-SPRINKLERED PER CBC TABLE 503.2
M - AREA FACTOR INCREASE PER CBC 503.3 (REFER TO CALCULATIONS BELOW)
**ACCESSORY SPACE

AREA INCREASE

FRONTAGE INCREASE (506.3.2) (M= [L1xW1 + L2xW2 + (L3xW3) + (L4xW4)]/P

LENGTH OF EXTERIOR WALLS

WIDTH OF PUBLIC WAY (>20')

AMOUNT OF INCREASE (506.3.1) (I = (F/P - 0.25)W/10

LENGTH OF EXTERIOR WALLS

WIDTH OF PUBLIC WAY (>20')

AMOUNT OF INCREASE

ROYAL HS - MPR RENOVATION

SIMI VALLEY UNIFIED SCHOOL DISTRICT

SITE PLAN - FIRE CODE ANALYSIS

G0.10B

EXHIBIT "A"

Business & Facilities, Consent # 20

DESIGN PARAMETERS

[illegible]

HANGER NOTES

[illegible]

END OF LINE RESTRAINT

[illegible]

SWAY BRACING NOTES

[illegible]

MATERIAL

[illegible]

FIELD TESTING AND FLUSHING

[illegible]

PROJECT DESCRIPTION

PROJECT DESCRIPTION
TO UPGRADE THE EXISTING MPR BUILDING FIRE PROTECTION SYSTEM AND FIRE RISER BASED ON TYPE III CONSTRUCTION.

FIRE SPRINKLER SYSTEM DESCRIPTION

[illegible]

APPLICABLE CODES & STANDARDS

[illegible]

DSA FIRE NOTES

[illegible]

SUPPORT OF RISERS

[illegible]

FIRE PROTECTION NOTES

[illegible]

FIRE PROTECTION SHEET INDEX

Sheet Number	Sheet Name
[illegible]	FIRE PROTECTION SCHEDULE NOTES & SYMBOLS
[illegible]	[illegible]

LEGEND

SYMBOL	ABBREV.	DESCRIPTION
[illegible]	[illegible]	PENDENT SPRINKLER
		SPRINKLER UPRIGHT
		SPRINKLER PENDENT
		DRY PENDENT SPRINKLER
		SPRINKLER CONCEALED PENDENT
		PIPE UP
		PIPE TEE DOWN
		PIPE CAP
		HANGERS
		SHUT OUT
		HANGER END OF LINE RESTRAINT
		WIRE RESTRAINT
		WALL BRACKET
		SEISMIC BRACE 2 WAY
		SEISMIC BRACE 4 WAY
	GV	GATE VALVE
	BV	BALL VALVE
	BFV	BUTTERFLY VALVE
	GLV	GLOBE VALVE
	AGV	ANGLE VALVE (GLOBE)
	CV	CHECK VALVE
		UNION
	STR	STRAINER
		THREADED PIPE CROSS FITTING
		REDUCING COUPLING
	IV	LISTED INDICATING VALVE
	HGV	HOSE GATE VALVE
	AHV	ANGLE HOSE GLOBE VALVE
	PRV	PRESSURE REDUCING VALVE
	POPRV	PILOT OPERATED PRV
		PRESSURE REDUCING HOSE VALVE
		AUTOMATIC SPRINKLER RISER
		COMBINED SPRINKLER RISER
		ALARM CHECK VALVE
		PRE-ACTION VALVE
		FLOW SWITCH
	PS	PRESSURE SWITCH
		ELECTRIC ALARM BELL
	AD	AUTOMATIC DRAIN
		PRESSURE GAUGE W/COCK
		FIRE HYDRANT
	PIV	POST INDICATOR VALVE
		REDUCED PRESSURE BFP
	DCBFP	DOUBLE CHECK BFP
	FDC	FIRE DEPARTMENT SIAMESE CONNECTION
		FDC MULTI CONNECTION
		HORN/STROBE
		STROBE
	FSCP	FIRE SUPPRESSION CONTROL PANEL
	SDCP	SAMPLING DETECTOR CONTROL PANEL
	POC	POINT OF DISCONNECTION
		POINT OF CONNECTION
		KEY NOTE
		HYDRAULIC NODE
		DETAIL OR ENLARGEMENT CALL OUT

EQUIPMENT SCHEDULE

TYPE DESCRIPTION	REMARKS
PIPING & FITTING MATERIAL	SPRINKLER, THREADED AND GROOVED.
ALARM BELL	POTTER ROEMER MODEL PBA2416 10 INCH BELL.
TAMPER SWITCH	POTTER ROEMER OSYSU SERIES.
GROOVED CUPLING	VICTAULIC, STYLE 177 & 107.
ACCESS PANEL	SMITH MODEL NO. 4900 24"X24" STEEL CONSTRUCTION PRIME COATED ALLEN KEY LATCH

EQUIPMENT SCHEDULE

EQUIP. TAG	TYPE DESCRIPTION	REMARKS
FHV 1	FIRE HOSE VALVE	POTTER ROEMER MODEL NO. 4065 1 1/2" FEMALE BY MALE ANGLE HOSE VALVE 300 PSI ROUGH CAST BRASS WITH HANDWHEEL AND MODEL NO. 4425 1 1/2" CAST BRASS CAP AND CHAIN.
FCV 1	FLOOR CONTROL VALVE	VIKING MODEL NO. EA1 PAC RISER MANIFOLD 3" WITH PRESSURE GAUGE, TEST AND DRAIN CONNECTION, FLOW SWITCH PAINTED RED. PIPING TO SCHEDULE 10
FHC 1	FIRE HOSE CABINET	POTTER ROEMER MODEL NO. 1500 RECESSED STEEL CONSTRUCTION OPENING IN BOTTOM OF CABINET FULL GLASS FRONT
FL 1	FLEX LOOP	METRAFLEX MODEL NO. MLUG[illegible] 1" SEISMIC LOOP, GROOVED ENDS BRACED HOSE, +/- 4" DEFLECTION
FL 2	FLEX LOOP	METRAFLEX MODEL NO. MLUG[illegible] 2" SEISMIC LOOP, GROOVED ENDS BRACED HOSE, +/- 4" DEFLECTION
FL 3	FLEX LOOP	METRAFLEX MODEL NO. MLUG[illegible] 2.5" SEISMIC LOOP, GROOVED ENDS BRACED HOSE, +/- 4" DEFLECTION
FL 4	FLEX LOOP	METRAFLEX MODEL NO. MLUG[illegible] 4" SEISMIC LOOP, GROOVED ENDS BRACED HOSE, +/- 4" DEFLECTION

31 NORTH FAIR OAKS
PASADENA, CA
626.396.4040
626.344.3080 F

ROY[AL]
MPR
REN[OVATION]
1402 ROYAL A[VENUE]
SIMI VALLEY

SIMI VAL[LEY UNIFIED]
SCHOOL [DISTRICT]
875 COCHRAN
SIMI VALLEY

Agency Approval

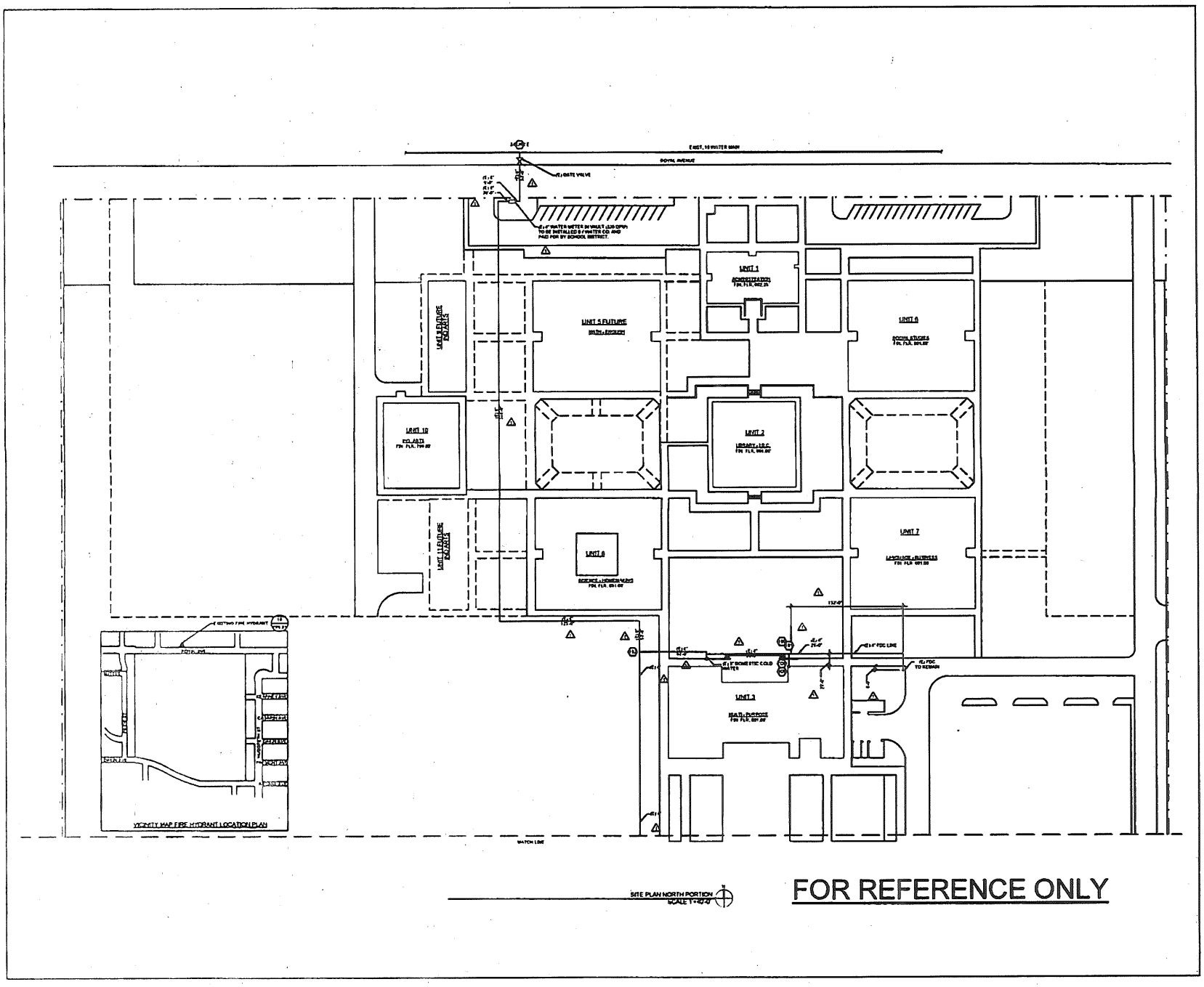
DATE

NUMBER
REVISIONS

DATE
JOB NUMBER
SCALE
DRAWN
CHECKED
APPROVED
KEY PLAN

EXHIBIT "A"

TITLE
F[IRE PROTECTION]
SCH[EDULE]
S
SHEET
F



41 NORTH FAIR OAKS AVENUE
PASADENA, CA 91103
626.356.4080
626.356.3080 F
www.architecture-ae.com

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE
SIMI VALLEY CA. 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET.
SIMI VALLEY, CA 93065

IMEG

Agency Approved FILE NO. 56-46

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 55-15717
AC_____ FLR_____ 03_____
DATE_____

NUMBER	ISSUE	DATE
1	DSA 03	9/11/2003

REVISIONS

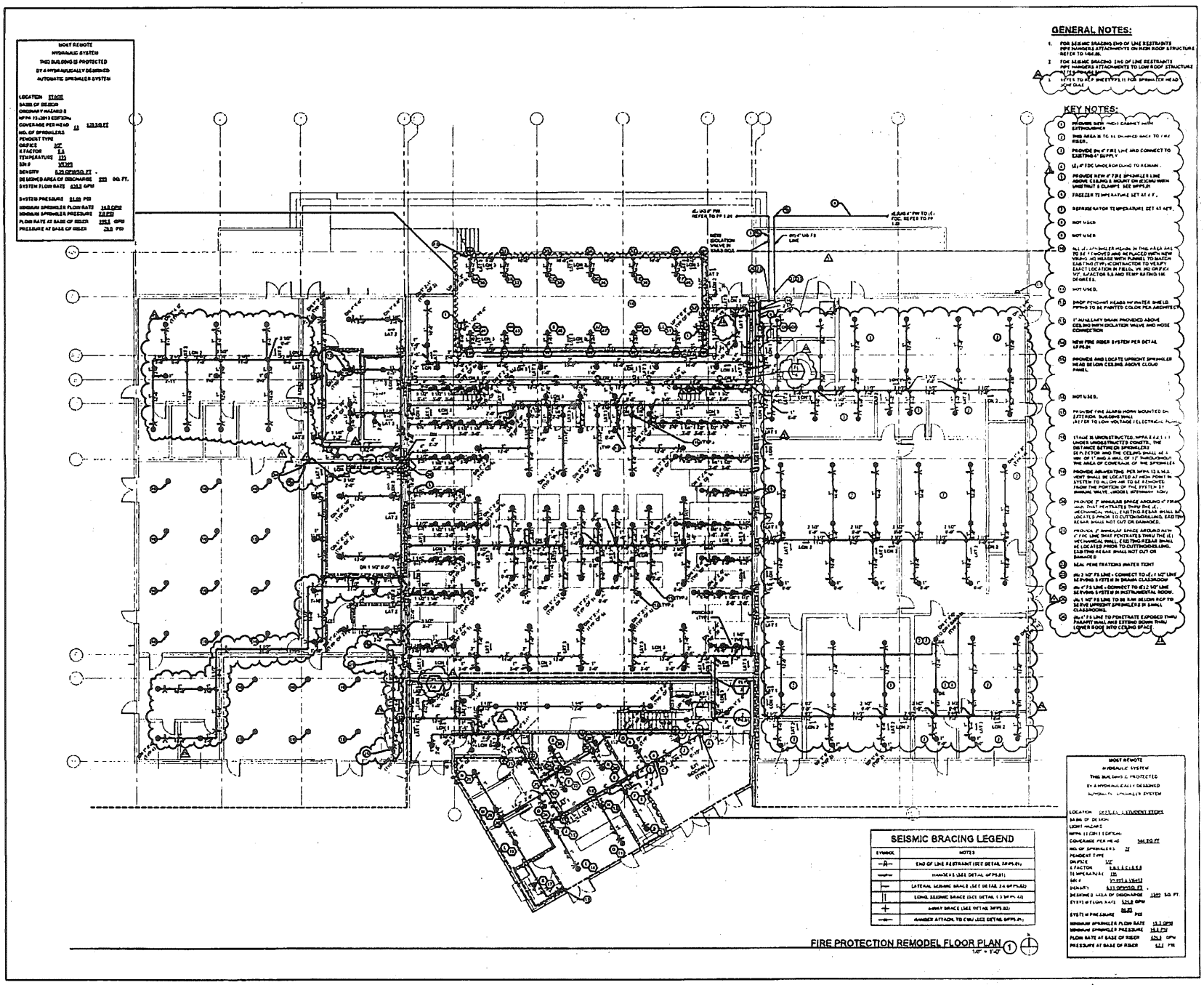
DATE	10/21/2002
JOB NUMBER	1797-03
SCALE	AS NOTED
DRAWN	-
CHECKED	-
APPROVED	

KEY PLAN

EXHIBIT "A"

TITLE
SITE PLAN NORTH PORTION

SHEET
FP1.01



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626.356.4000
626.356.3080 F

ROYAL HS - MPR RENOVATION

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SIMI VALLEY, CA 93065

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IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATORY SERVICES
APPL. 03-113707

NUMBER	ISSUE	DATE
3	DSA SUBMITTAL	11/12/2021
2	DSA SUBMITTAL	10/29/2021
1	DSA SUBMITTAL	10/29/2021
	Bulletin 1	DRAFT
	DSA SUBMITTAL	11/12/2020

REVISIONS

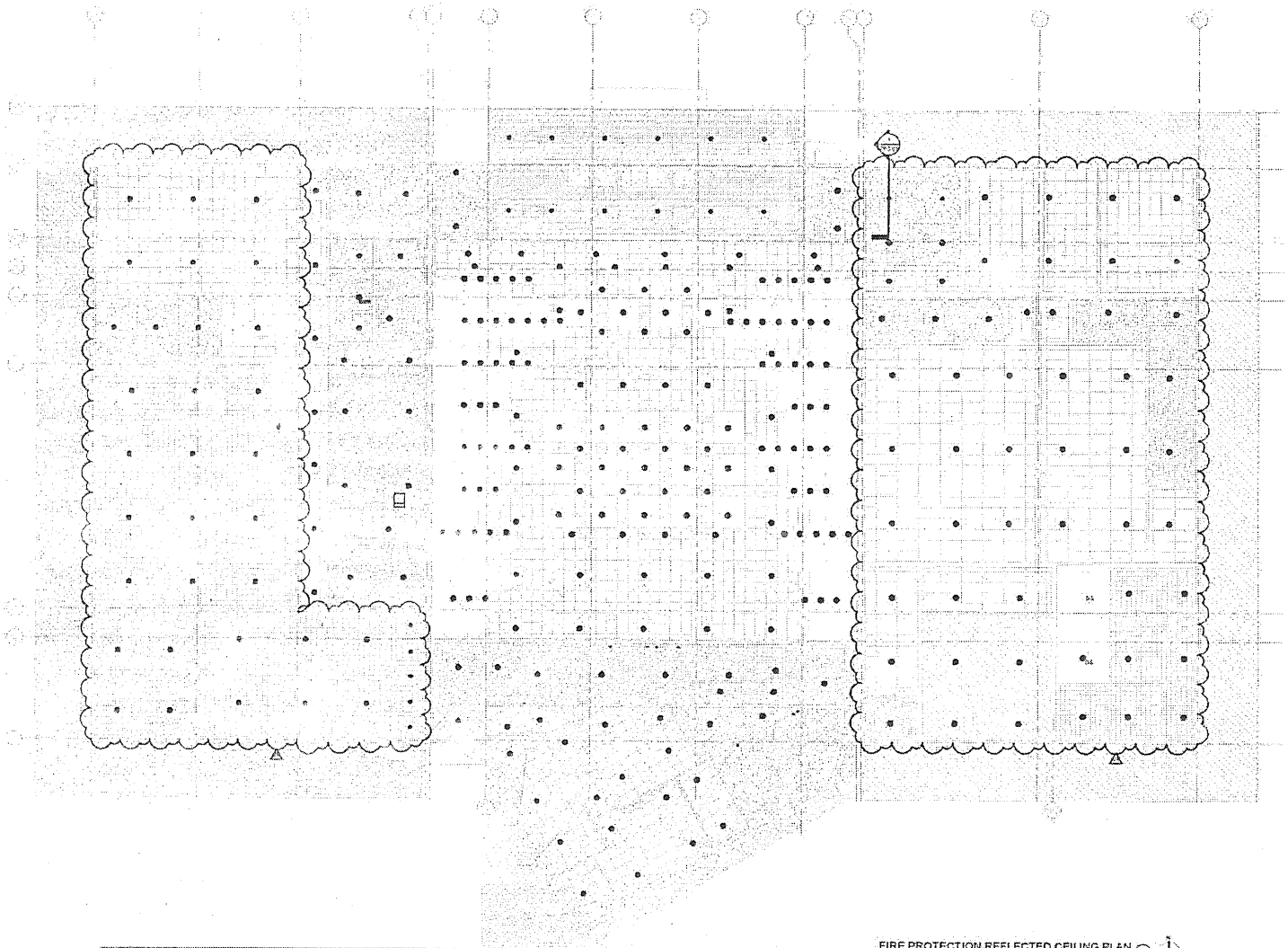
DATE
JOB NUMBER 17-5-01
SCALE AS NOTED
DRAWN
CHECKED
APPROVED
KEY PLAN

EXHIBIT "A"

TITLE
FIRE PROTECTION REMODEL FLOOR PLAN

SHEET
FP2.11

Business & Facilities, Consent # 20



FIRE PROTECTION REFLECTED CEILING PLAN 1
1/8" = 1'-0"

SPRINKLER SCHEDULE AND LEGEND

SYMBOL	MANUFACTURER	MODEL	ORIF	DESCRIPTION	ORIFICE	K FACTOR	TEMPERATURE	RESPONSE	FINISH	QUANTITY	QUANTITY	QUANTITY
	[illegible]	[illegible]	[illegible]	CONCEALED PENDANT WITH 1/8" COVER PLATE	[illegible]	[illegible]	[illegible]	QUICK RESPONSE	POLISHED CHROME	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	CONCEALED PENDANT DRILLED WITH 1/8" COVER PLATE	[illegible]	[illegible]	[illegible]	QUICK RESPONSE	BRASS	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	BRASS	[illegible]	[illegible]	[illegible]
FS	[illegible]	[illegible]	[illegible]	EXCESS FLOW SPRINKLER W/ SCREW ESCUTCHEON	[illegible]	[illegible]	[illegible]	QUICK RESPONSE	POLISHED CHROME	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	PENDANT	[illegible]	[illegible]	[illegible]	QUICK RESPONSE	POLISHED CHROME	[illegible]	[illegible]	[illegible]

ALF
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www.alfarchitects.com

ROYAL HS - MPR RENOVATION

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Agency Approval: FILE NO. 56-A2

DSA/OPSC FIELD ENGINEER
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 56-A2-NEW
BY: _____ FIELD _____ CO. _____
DATE: _____

NUMBER	ISSUE	DATE

REVISIONS

DATE	10/13/2010
JOB NUMBER	1024-00
SCALE	AS NOTED
DRAWN	[illegible]
CHECKED	[illegible]
APPROVED	
KEY PLAN	

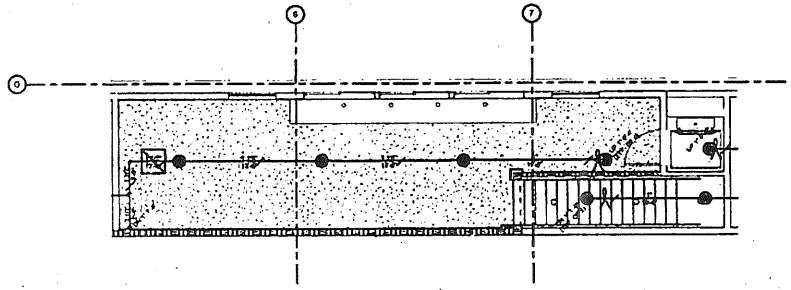
EXHIBIT "A"

TITLE: FIRE PROTECTION REFLECTED CEILING PLAN

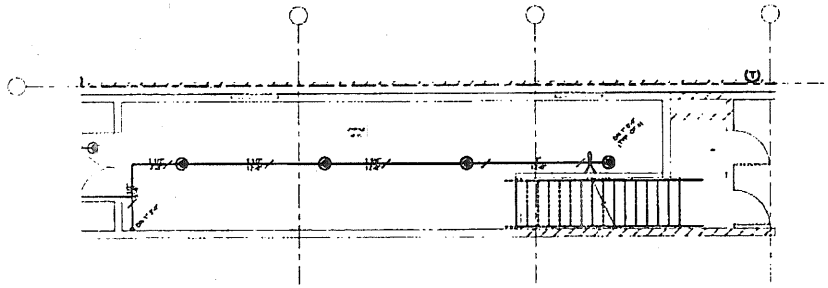
SHEET: FP3.11

GENERAL NOTES:

1. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS ON HIGH ROOF STRUCTURE REFER TO V00.01.
2. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS TO LOW ROOF STRUCTURE REFER TO V00.01



CONTROL ROOM UPPER LEVEL ENLARGED PLAN - FIRE PROTECTION (1)
1/8" = 1'-0"



STORAGE ROOM LEVEL ENLARGED PLAN - FIRE PROTECTION (2)
1/8" = 1'-0"

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SIMI VALLEY, CA 93065

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Agency Approval: F.E.E INC. 50.00
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 03-110797
AC_____ FLS_____ SS_____
DATE_____

NUMBER	ISSUE	DATE
1A	CCD 1	9/13/2021

REVISIONS

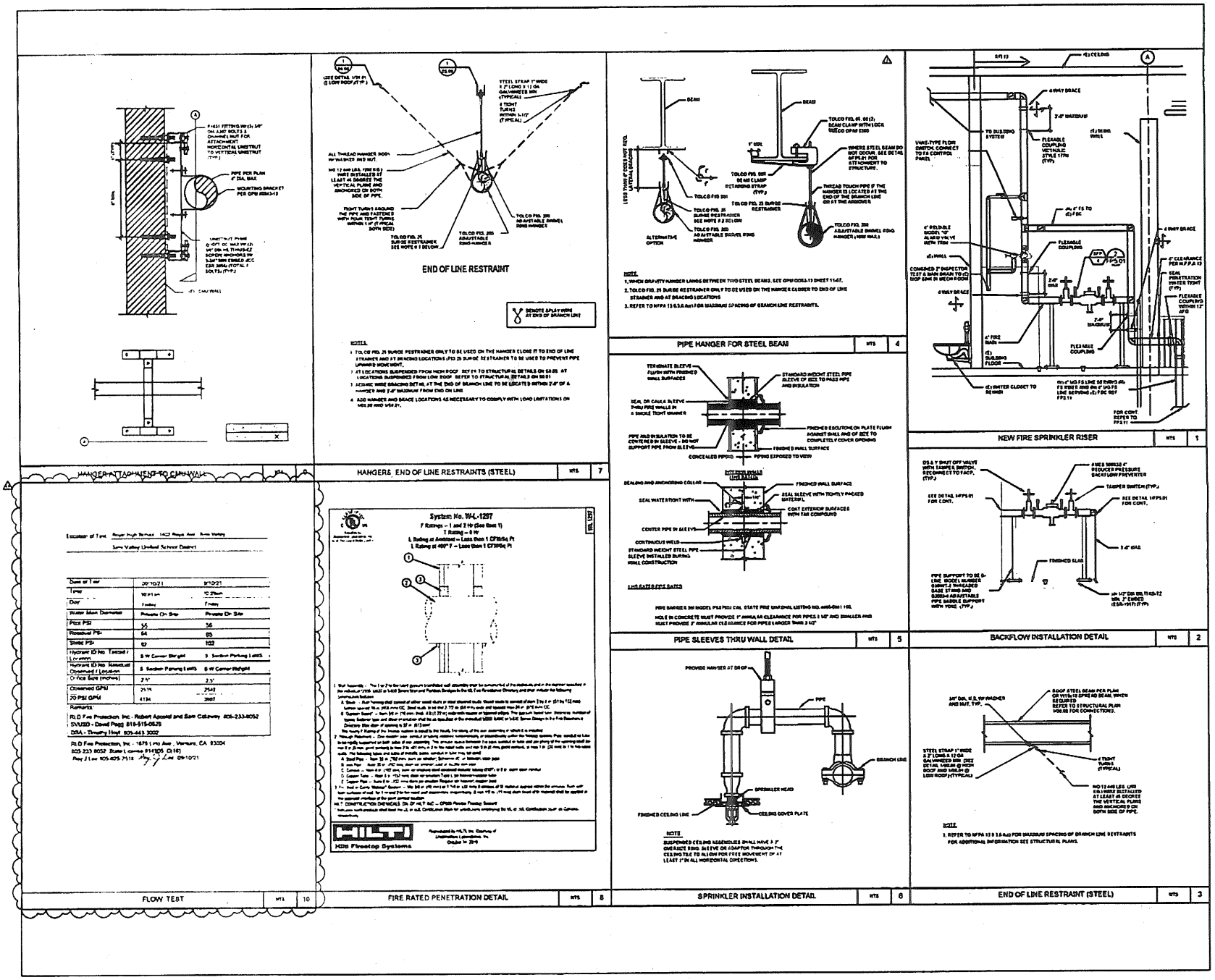
DATE	10/21/2021
JOB NUMBER	1705-01
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

EXHIBIT "B"

TITLE
FIRE PROTECTION ENLARGED PLAN - CONTROL ROOM

SHEET
FP4.01



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ROYAL HS - MPR RENOVATION

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NUMBER	ISSUE	DATE
1	CCD 02	9/13/2021
2	CCD 03	9/13/2021

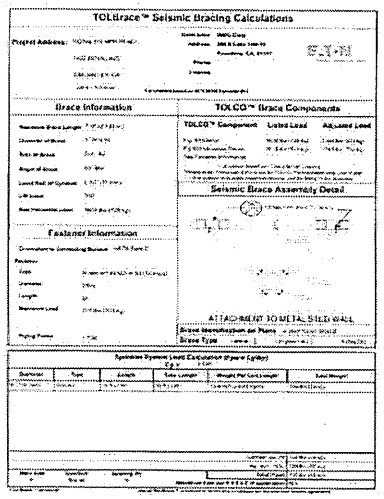
REVISIONS

DATE	10/12/2021
JOB NUMBER	1905-03
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	
KEY PLAN	

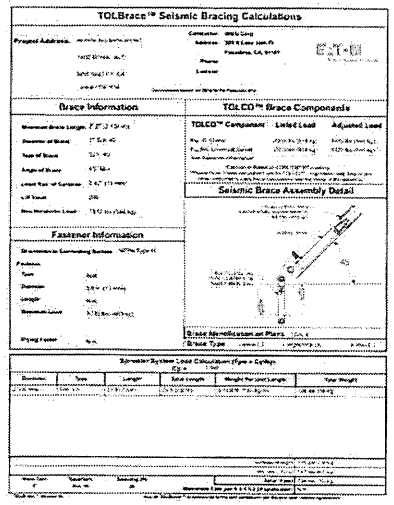
EXHIBIT "A"

TITLE FIRE PROTECTION DETAILS

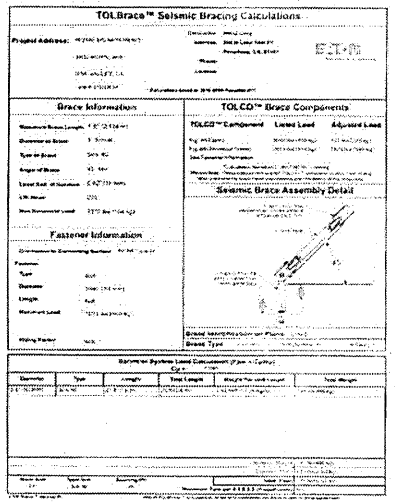
SHEET FP5.01



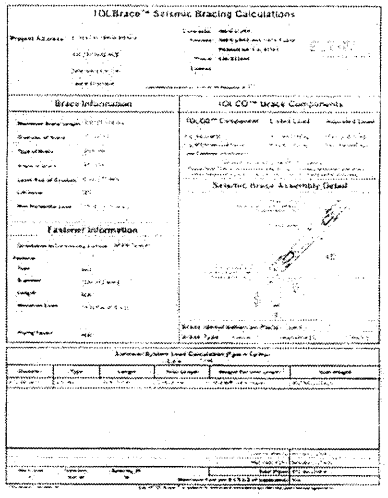
4 WAY SWAY BRACE | NTS | 7



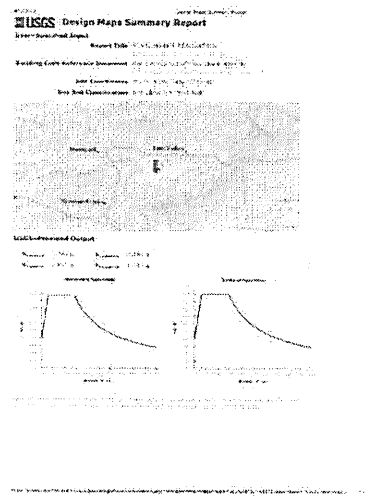
SEISMIC BRACE LON 3 | NTS | 5



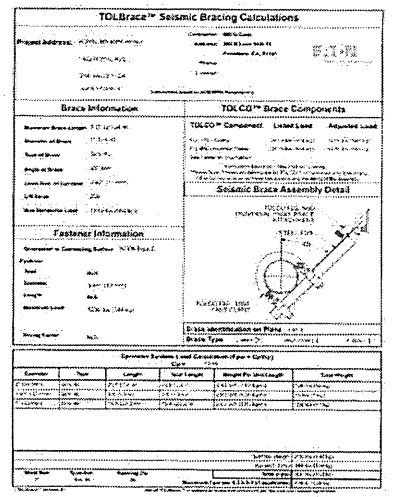
SEISMIC BRACE LON 2 | NTS | 3



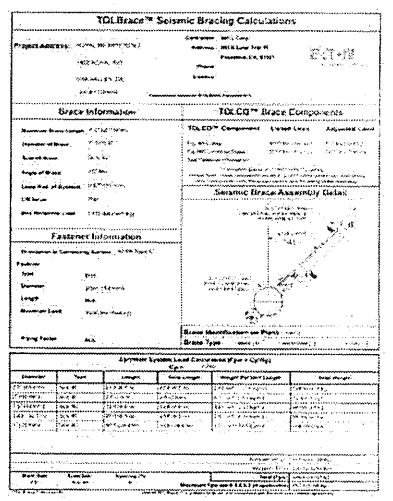
SEISMIC BRACE LON 1 | NTS | 1



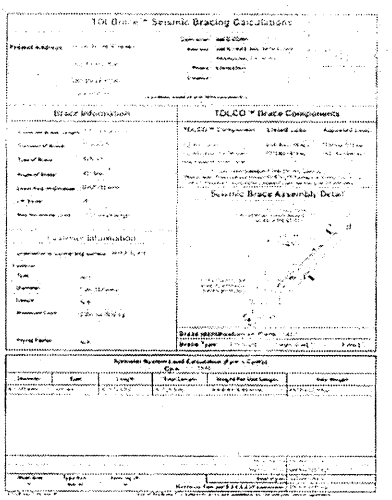
USGS REPORT | NTS | 8



SEISMIC BRACE LAT 3 | NTS | 6



SEISMIC BRACE LAT 2 | NTS | 4



SEISMIC BRACE LAT 1 | NTS | 2

ROYAL HS - MPR RENOVATION

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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EXHIBIT "A"

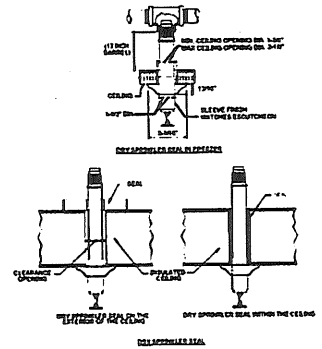
FIRE PROTECTION SEISMIC BRACING

FP5.02

Business & Facilities, Consent # 20

NOT USED	NTS 7	NOT USED	NTS 5
NOT USED	NTS 8	NOT USED	NTS 6

NOT USED	NTS 3	DRY PENDENT SPRINKLER DETAIL	NTS 1
NOT USED	NTS 4	NOT USED	NTS 2



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Agency Approval FSB NO. 56-46

CERTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 03-110797
AC.____ FLS.____ SS.____
DATE_____

NUMBER	REVISION	DATE
1	CCD 22	01/30/03

REVISIONS

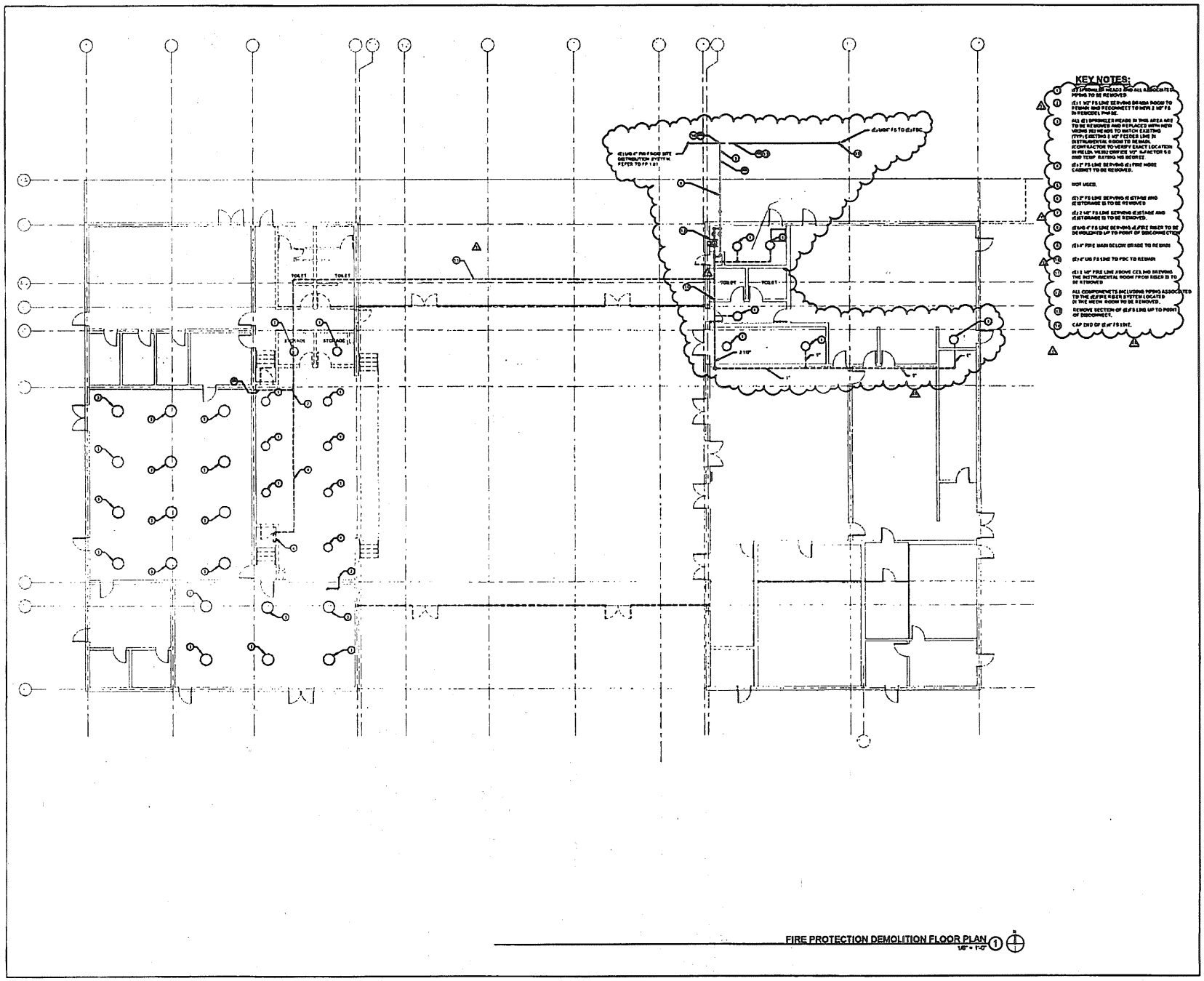
DATE	10/01/2010
JOB NUMBER	1195-03
SCALE	AS NOTED
DRAWN	–
CHECKED	–
APPROVED	

KEY PLAN

EXHIBIT "A"

TITLE
FIRE PROTECTION DETAILS

SHEET
FP5.03



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Agency Approval FILE NO. 36-05

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 53-11297
AC_____ FLS_____ SS_____
DATE_____

NUMBER	ISSUE	DATE
2	CCD 02	9/13/2011
1	CCD 01	9/13/2011

REVISIONS

DATE	06/14/2011
JOB NUMBER	1296-01
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

EXHIBIT A

TITLE
FIRE PROTECTION DEMOLITION FLOOR PLAN

SHEET
FPD2.11

EXHIBIT "A"

DSA 140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☑ No ☐)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 022	Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Simi Valley USD	DSA File Number: 56 H6
Project Name/School: Royal High School	DSA Application Number 03 118787

3. APPLICANT INFORMATION:

Date Submitted: 09/13/21	Attached Pages? No ☐ Yes ☑ Number of pages? 11		
Firm Name: Architecture for Education	Contact Name: Vanessa Peltier		
Work Email: vpeltier@architecture4e.com	Work Phone: (562) 537-7843		
Firm Address: 41 N Fair Oaks Ave	City: Pasadena	State: CA	Zip Code: 91103

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction. ☐ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Rachel Adams

Professional License Number: C32429 | Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals*, and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

After demolition, it became apparent that the existing structure is not protected as required for a type IIA building. It is better and cheaper to sprinkle the entire building which allows us to analyze the building as a type IIB. This CCD revises the code analysis and adds sprinklers to the entire building.

List of DSA-approved drawings affected by this post-approval document:

DSA USE ONLY

SSS KK Date 07/01/2021 ☐ Approved ☐ Disapproved ☐ Not Required

Comments: _____

FLS EJ Date 07.01.21 ☒ Approved ☐ Disapproved ☐ Not Required

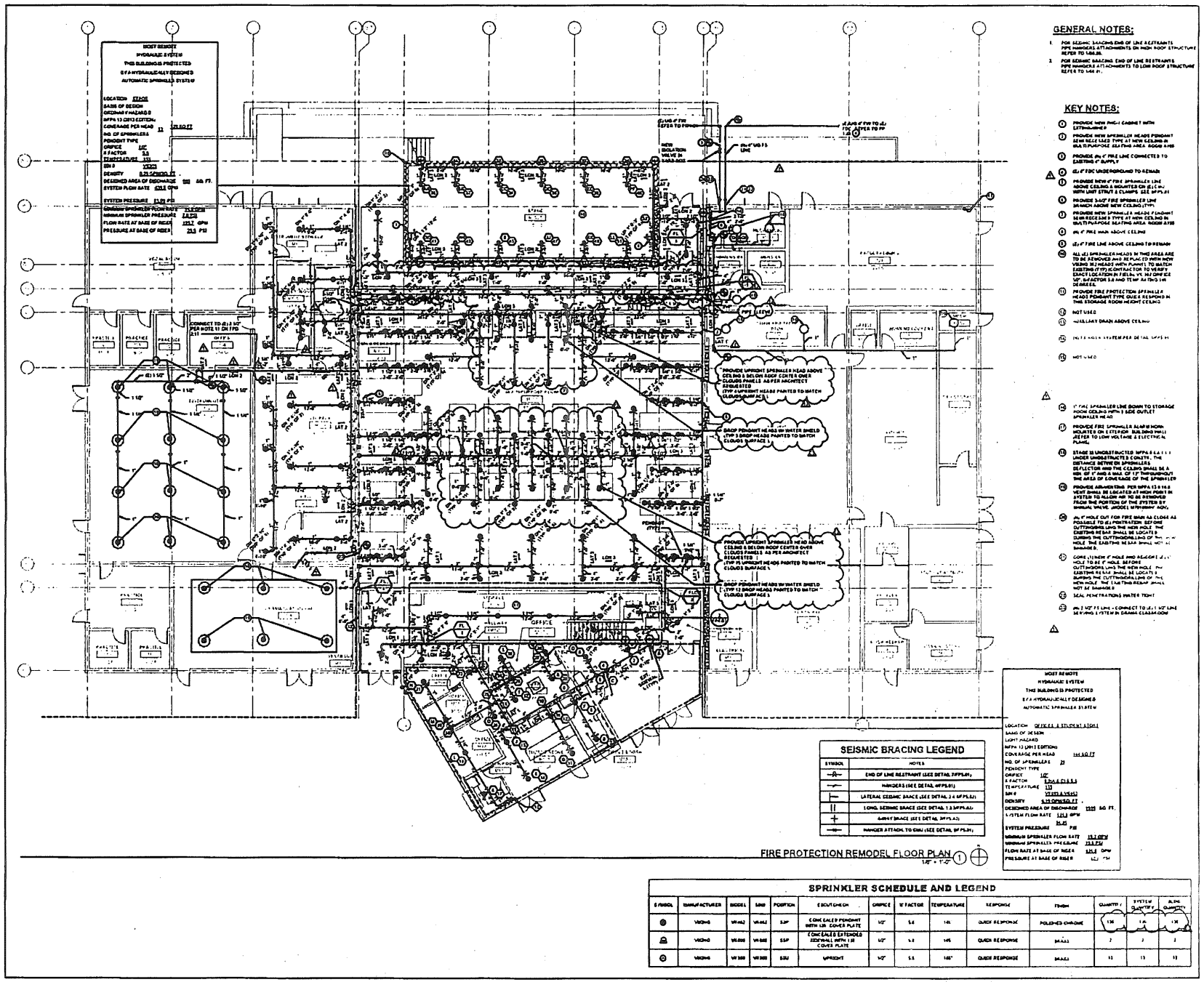
Comments: _____

ACS _____ Date _____ ☐ Approved ☐ Disapproved ☐ Not Required

Comments: _____

Returned	DSA STAMP
Date:	APPROVED DIV. OF THE STATE ARCHITECT APP: 03-118787 INC: REVIEWED FOR SS ☑ FLS ☑ ACS ☐ DATE: 07/01/2021
By:	

Business & Facilities, Consent # 20



FIRE PROTECTION REMODEL FLOOR PLAN 1
1/8" = 1'-0"

GENERAL NOTES:

1. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS ON HIGH ROOF STRUCTURE REFER TO 1/M1.01.
2. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS TO LOW ROOF STRUCTURE REFER TO 1/M1.01.

KEY NOTES:

1. PROVIDE NEW FIRE CABINET WITH EXTINGUISHER
2. PROVIDE NEW SPRINKLER HEADS PENDANT SEMI RECESSED TYPE AT NEW CEILING IN MULTI PURPOSE SEATING AREA. ROOM A100
3. PROVIDE 6" FIRE LINE CONNECTED TO EXISTING 6" SUPPLY
4. (E) 6" FDC UNDERGROUND TO REMAIN
5. PROVIDE NEW 6" FDC SPRINKLER LINE ABOVE CEILING & MOUNTED ON (E) C-H WITH UNIT STRUT & CLAMPS. SEE MP1.01
6. PROVIDE 3-1/2" FIRE SPRINKLER LINE 24 INCH ABOVE NEW CEILING (TYP)
7. PROVIDE NEW SPRINKLER HEADS PENDANT SEMI RECESSED TYPE WITH CEILING IN MULTI PURPOSE SEATING AREA. ROOM A100
8. 6" FIRE MAIN ABOVE CEILING
9. (E) 6" FIRE LINE ABOVE CEILING TO REMAIN
10. ALL (E) SPRINKLER HEADS IN THIS AREA ARE TO BE REMOVED AND RE PLACED WITH NEW VIKING (E) HEADS WITH PUNNEL TO MATCH EXISTING (TYP) CONTRACTOR TO VERIFY EXACT LOCATION IN FIELD. VK 142 ORIFICE 1/2", K-FACTOR 5.6 AND TEMP RATING 155 DEGREE.
11. PROVIDE FIRE PROTECTION SPRINKLER HEADS PENDANT TYPE QUICK RESPONSE IN THIS STORAGE ROOM HEIGHT CEILING
12. NOT USED
13. HALLWAY DRAIN ABOVE CEILING
14. INSTALL HOT WATER DETAIL SHEET
15. NOT USED
16. 1" (TYP) SPRINKLER LINE DOWN TO STORAGE ROOM CEILING WITH 1 SIDE OUTLET SPRINKLER HEAD
17. PROVIDE FIRE SPRINKLER ALARM HORN MOUNTED ON (E) FLOOR BUILDING WALL REFER TO LOW VOLTAGE & ELECTRICAL PLANS.
18. STAGE IS UNDERSTRUCTED NFPA 5.6.1.1.1 UNDER UNDERSTRUCTURE CONSTR. THE DISTANCE BETWEEN SPRINKLERS DEFLECTOR AND THE CEILING SHALL BE A MIN OF 3" AND A MAX OF 12" THROUGHOUT THE AREA OF COVERAGE OF THE SPRINKLER
19. PROVIDE AIR VENTING PER NFPA 13 6.16.2 VENT SHALL BE LOCATED AT HIGH POINT IN SYSTEM TO ALLOW AIR TO BE REMOVED FROM THE PORTION OF THE SYSTEM BY MANUAL VALVE. MODEL VENTMAN AGV.
20. 6" HOLE CUT FOR FIRE MAIN AS CLOSE AS POSSIBLE TO (E) PENETRATION BY ONE CUTTINGBOARD USING THE NEW HOLE. THE EXISTING REBAR SHALL BE LOCATED DURING THE CUTTINGBOARDING OF THE NEW HOLE. THE EXISTING REBAR SHALL NOT BE DAMAGED.
21. CORE 11 INCH 6" HOLE AND REACHES (E) HOLE TO BE 6" HOLE BEFORE CUTTINGBOARD USING THE NEW HOLE. THE EXISTING REBAR SHALL BE LOCATED DURING THE CUTTINGBOARDING OF THE NEW HOLE. THE EXISTING REBAR SHALL NOT BE DAMAGED.
22. SEAL PENETRATIONS WATER TIGHT
23. 6" 1 1/2" FS LINE - CONNECT TO (E) 1 1/2" LINE SERVING SYSTEM IN DRAMA CLASSROOM

SEISMIC BRACING LEGEND

SYMBOL	NOTES
	END OF LINE RESTRAINT (SEE DETAIL 2/FP5.01)
	HANGERS (SEE DETAIL 4/FP5.01)
	LATERAL SEISMIC BRACE (SEE DETAIL 2 & 4/FP5.02)
	LONG SEISMIC BRACE (SEE DETAIL 1 & 3/FP5.02)
	4-WAY BRACE (SEE DETAIL 3/FP5.02)
	HANGER ATTACH TO CMU (SEE DETAIL 5/FP5.01)

SPRINKLER SCHEDULE AND LEGEND

SYMBOL	MANUFACTURER	MODEL	SIN#	POSITION	DESCRIPTION	ORIFICE	K FACTOR	TEMPERATURE	RESPONSE	FINISH	QUANTITY	SYSTEM QUANTITY	PLAN QUANTITY
	VIKING	VK142	V5142	DP	6" CONCEALED PENDANT WITH 1.25" COVER PLATE	1/2"	5.6	155	QUICK RESPONSE	POLISHED CHROME	136	136	136
	VIKING	VK 888	V5 888	SSP	6" CONCEALED EXTENDED ESCUTCHEON WITH 1.25" COVER PLATE	1/2"	5.6	155	QUICK RESPONSE	BRASS	2	2	2
	VIKING	VK 300	V5 300	SSU	UPRIGHT	1/2"	5.6	155°	QUICK RESPONSE	BRASS	11	11	11

HOST REMOTE
HYDRAULIC SYSTEM
THIS BUILDING IS PROTECTED
BY A HYDRAULICALLY DESIGNED
AUTOMATIC SPRINKLER SYSTEM

LOCATION OFFICES & EQUIPMENT ROOM
BASIS OF DESIGN
LIGHT HAZARD
NFPA 13 (2013 EDITION)
COVERAGE PER HEAD 144.00 FT
NO. OF SPRINKLERS 21
PENDANT TYPE
ORIFICE 1/2"
K FACTOR 5.6 & 11.2 & 16.8
TEMPERATURE 155
SIN # V5300 & V5 V5 V5 V5 V5
DENSITY 0.15 GPM/SQ.FT.
DESIGNED AREA OF DISCHARGE 1500 SQ. FT.
SYSTEM FLOW RATE 125.0 GPM
SYSTEM PRESSURE 21.5 PSI
MINIMUM SPRINKLER FLOW RATE 15.5 GPM
MINIMUM SPRINKLER PRESSURE 14.25 PSI
FLOW RATE AT BASE OF RISER 125.0 GPM
PRESSURE AT BASE OF RISER 21.5 PSI

41 NORTH FAIR OAKS AVENUE
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ROYAL HS - MPR RENOVATION

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SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

IMEG
17 Mason Ste. Irvine, CA 92618
Phone: 949.250.9700
Fax: 949.250.9701
www.imeg.com
Mechanical Electrical Plumbing Fire Protection

NUMBER	ISSUE	DATE
1	ADDENDUM	6/26/2013
2	ADDENDUM	7/17/2013

REVISIONS

DATE	MAY 2013
JOB NUMBER	1396.01
SCALE	AS NOTED
DRAWN	-
CHECKED	-
APPROVED	-

KEY PLAN

EXHIBIT

FIRE PROTECTION REMODEL FLOOR PLAN

SHEET

FP2.11

EXHIBIT "A"

CO# - 01
CDD # 017 and 022

apex

APEX FIRE PROTECTION INC.

Project : Royal HS **Date:** 10.25.2021

Desription: CCD 017 & 022

Material Breakdown w/ Tax	QTY	Per Item	Extended
Material	1	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
SEE ATTACHED	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
MATERIAL TOTAL			$19,227.50
Labor Breakdown	**HRS.**	**Rate Per Hour**	**Extended**
Labor- General Foreman	0	$116.23	$0.00
LABOR- Foreman	392	$103.91	$40,732.72
Labor- Journeyman	0	$97.84	$0.00
Labor- Apprentice 5	0	$54.17	$0.00
Labor- Apprentice 6	0	$57.38	$0.00
Labor- Apprentice 7	0	$61.45	$0.00
Labor- Apprentice 8	0	$66.86	$0.00
Labor- Apprentice 9	0	$71.68	$0.00
Labor- Apprentice 10	392	$77.14	$30,238.88
INSPECTION/TESTING	16	$120.00	$1,920.00
TRAVEL EXPENSE - PER WORKER PER HR.	0	$15.00	$0.00
LABOR TOTAL			$72,891.60
Equipment Breakdown			**Extended**
Company Tools	49	$117.77	$5,770.77
Rigit 300 @ $124 per Day	49	$124.00	$6,076.00
19ft Scissor Lifts @ $800 per Week	2	$800.00	$1,600.00
	0	$0.00	$0.00
	0	$0.00	$0.00
EQUIPMENT TOTAL			$13,446.77
Other Costs	**QTY.**	**Rate Per Hour**	**Extended**
T&M - ESTIMATING HOURS	4	$95.00	$380.00
DESIGN EXPENSE	16	$160.00	$2,560.00
PERMIT/PLAN CHECK	0	$78.00	$0.00
PROGRAMMING COST	0	$140.00	$0.00
PAYROLL DEP	8	$98.00	$784.00
ADMIN. FEE	8	$95.00	$760.00
SHOP - DELIVERY	6	$48.00	$288.00
FREIGHT	0	2.00%	$0.00
WARRANTY ALLOWANCE - 5% of Material	$19,227.50	5.00%	$961.38
TOTAL OTHER EXPENSE(S)			$5,733.38
AMOUNT(S)			
Material w/ Tax		10%	$21,150.25
Labor		-	$72,891.60
Equipment		-	$13,446.77
Other Costs		-	$5,733.38
Overhead & Profit		15%	$16,983.30
GRAND TOTAL			**$130,205.29**

FIRE SPRINKLERS SAVE LIVES AND PROPERTY

EXHIBIT "A"

Print | Close Window

Subject: Email Bid# B657310
From: Mario Gonzalez - 703 FFFWEST <mario.gonzalez2@ferguson.com>
Date: Thu, Oct 07, 2021 7:43 am
To: <hamoo@apexfire.com>

here is your quote for your knee bracket, thanks.
Mario

Price Quotation # B657310

FERGUSON FIRE & FAB #1776

32543 CORYDON ROAD
SUITE B
LAKE ELSINORE, CA 92530-9130
Phone : 951-253-8027
Fax : 951-905-1642

Bid No.....: B657310
Bid Date...: 10/07/21
Quoted By: JLG
Customer.: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust Phone: 818-968-5773
Terms.....: NET 10TH PROX
Ship To.....: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust PO#..:

Job Name.: ROYAL HIGH SCHOOL

Item	Description	Quantity	Net Price	UM	Total
	6PC. 4" KNEE BRACKET L=12"				
FNW7610P0400	4 PLN STD U-BLT W/ DBL HEX NUT	6	15.156	EA	90.94
BAIKKB20FT	2X2X1/4 20 FT BLK ANG IRON	18	2.871	FT	51.68
HRSFBKB	2X1/4 HR STL FLT BAR	6	1.928	LB	11.57
M=1743FABAB	ANGLE BRKT ASSEMBY FAB BLK	6	50.000	EA	300.00

Subtotal:	$454.19
Inbound Freight:	$0.00
Tax:	$43.15
Order Total:	$497.34

Item Code	Description	Notice
FNW7610P0400	4 PLN STD U-BLT W/ DBL HEX NUT	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This

EXHIBIT "A"

Print | Close Window

Subject: Email Bid# B656664
From: Mario Gonzalez - 703 FFFWEST <mario.gonzalez2@ferguson.com>
Date: Tue, Oct 05, 2021 7:16 am
To: <hamoo@apexfire.com>

Hi,
I have a few more items to add and it will be complete I will
send a revise copy later on today.Thanks-Mario

Price Quotation # B656664

FERGUSON FIRE & FAB #703

6421 INDUSTRY WAY
WESTMINSTER, CA 92683-3696

Phone : 714-893-6375
Fax : 714-893-1726

Bid No.....: B656664
Bid Date...: 10/04/21
Quoted By: MBG
Customer.: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust Phone: 818-968-5773
Terms.....: NET 10TH PROX
Ship To.....: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust PO#..: NEED PO
Job Name.: ROYAL HS

Item	Description	Quantity	Net Price	UM	Total
DBPPEA135S40P	4X21 BLK PE A135 S40 STL PIPE	210	1869.468	C	3925.88
DBPPEA135S40L	2-1/2X21 BLK PE A135 S40 STL PIPE	312	992.473	C	3096.52
DBPPEA135S40J	1-1/2X21 BLK A135 S40 STL PIPE	126	535.202	C	674.35
DBPPEA135S40G	1X21 BLK A135 S40 STL PIPE	735	331.131	C	2433.81
VF040001P00	4 PTD F/LOCK 90 ELL 001	18	11.457	EA	206.23
VF040002P00	4 PTD F/LOCK TEE 002	9	19.084	EA	171.76
VL04009NPE0	4 PTD F/LOCK EZ RIGID COUP E 009N	60	10.449	EA	626.94
VL040004PE0	4 PTD F/LOCK FLEX COUP E 004	4	11.163	EA	44.65
FNW7005P0400	4 BLK ADJ STD CLEVIS HGR	44	3.039	EA	133.72
B4LPLNP	4 4L IN-LINE SWAY ATTACH PLN	12	19.971	EA	239.65
B1001PLNPG	4X1 1001 SWAY ATTACH PLN	12	12.920	EA	155.04
B980PLND	980 1/2 UNIV SWAY ATTACH PLN	100	8.308	EA	830.80
VLD35750PE0	4X2-1/2 PTD RED GRV COUP E 750	4	16.637	EA	66.55
VF024001P00	2-1/2 PTD F/LOCK 90 ELL 001	7	6.190	EA	43.33
VL02409NPE0	2-1/2 PTD F/LOCK EZ COUP E 009N	26	6.620	EA	172.12
VCC00922YE0	2-1/2X1 BLK OUT TEE W/ E GSKT 922	50	6.698	EA	334.90
S65DC3024	2-1/2 DRN CAP GRV W/ 1 NPT	12	16.993	EA	203.92
B200L	2-1/2 GALV NFPA ADJ SWVL RNG HGR	50	1.501	EA	75.05
B1001PLNLG	2-1/2X1 1001 SWAY ATTACH PLN	20	10.529	EA	210.58
B4LPLNL	2-1/2 4L IN-LINE SWAY ATTACH PLN	13	16.702	EA	217.13

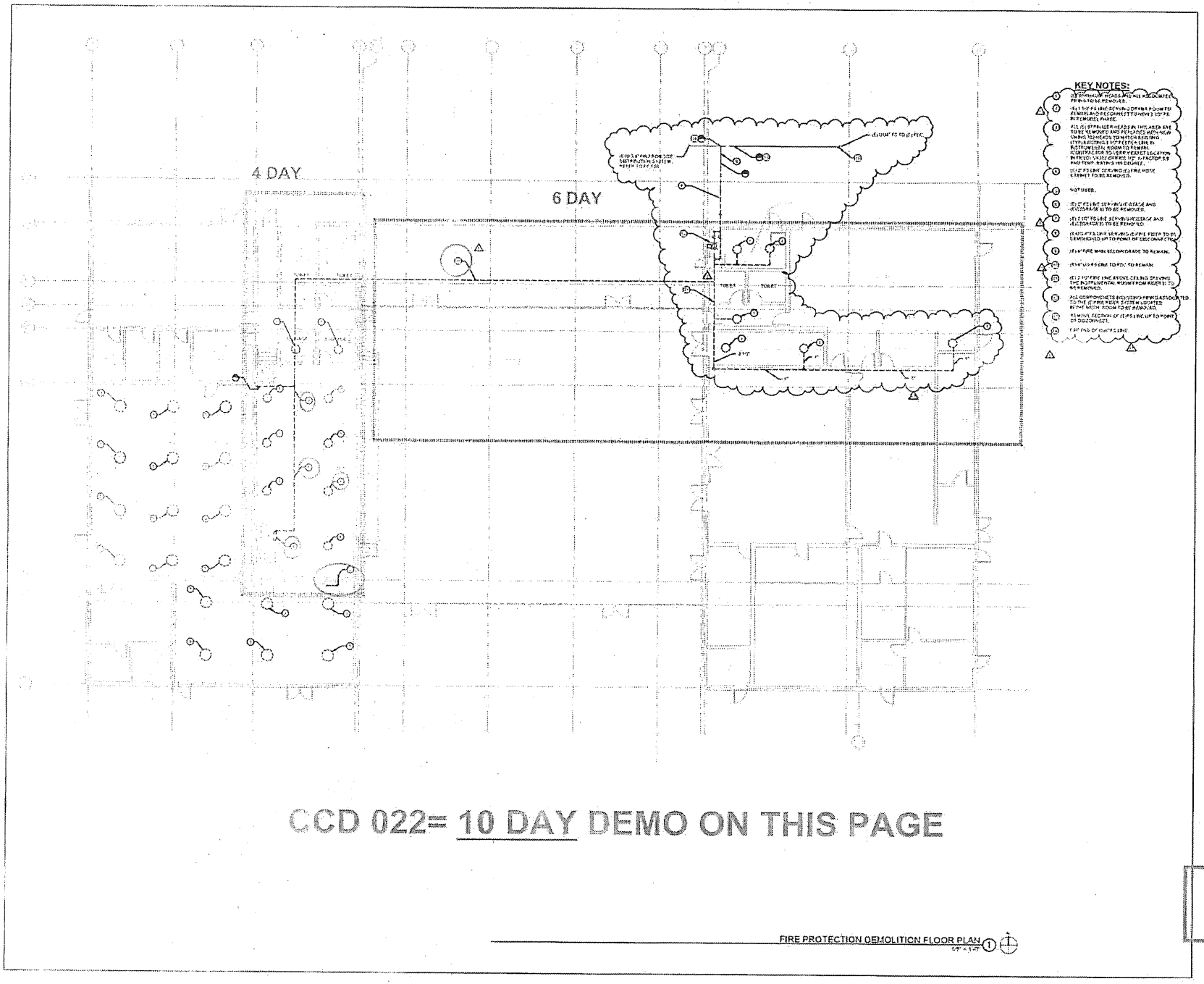
EXHIBIT "A"

GATRC10	3/8X10 Z/PLT ATR	500	0.4[illegible]	[illegible]	2[illegible].00
B200G	1 GALV NFPA ADJ SWVL RNG HGR	120	0.431	EA	51.72
BCICRGD	1X1/2 BLK CI CONC RED	120	1.971	EA	236.52
BCI9G	1 BLK CI 90 ELL	108	2.393	EA	258.44
BCITG	1 BLK CI TEE	31	3.347	EA	103.76
BCITHHG	1-1/4X1-1/4X1 BLK CI TEE	15	7.548	EA	113.22
BCITJJG	1-1/2X1-1/2X1 BLK CI TEE	5	9.724	EA	48.62
BCITJHG	1-1/2X1-1/4X1 BLK CI TEE	2	9.615	EA	19.23
BCI9J	1-1/2 BLK CI 90 ELL	5	6.212	EA	31.06
B200J	1-1/2 GALV NFPA ADJ SWVL RNG HGR	16	0.473	EA	7.57
BY205003XT	3/8 REV STL BEAM CLMP XT PLN	100	1.789	EA	178.90
B69RPGC12	3/8X12 GALV RETROFIT RETAINING STRP	100	1.952	EA	195.20
PSTTF520	3/4X520 PTFE PIPE THRD TAPE	140	0.814	EA	113.96
BCITJGG	1-1/2X1X1 BLK CI TEE	4	17.030	EA	68.12
DBPPEA135S40H	1-1/4X21 BLK A135 S40 STL PIPE	21	451.771	C	94.87
MMLUGFM160400	4 GXG EXP JT UL/ FM 16 *X	1	1453.276	EA	1453.28
T773701200	TY313 1/2 BRS TY-FRB 200 QR UP	10	5.051	EA	50.51
VV040717PE2	4 GRV F/LOCK RSR CHK VLV 717	1	278.554	EA	278.55
AGF242AK	2 TEST & DRN W/ REL VLV 1/2 ORFC	1	339.415	EA	339.42
GST7882S12ZSD1	1-5/8X1-5/8X10 12 GALV SLD STRUT	40	848.217	C	339.29
T517921155	TY3531 1/2 BRS RFII 155 QR CONC	70	8.898	EA	622.86
D7415SD1PWR	3/8X3-3/4 CS POWER-STUD ANCR SD1	50	51.765	C	25.88
D7422SD1PWR	1/2X3 3/4 CS POWER-STUD ANCR SD1	50	88.798	C	44.40

Subtotal:	$18773.31
Inbound Freight:	$0.00
Tax:	$1783.48
Order Total:	$20556.79

Item Code	Description	Notice
VF040001P00	4 PTD F/LOCK 90 ELL 001	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
VF040002P00	4 PTD F/LOCK TEE 002	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
VL04009NPE0	4 PTD F/LOCK EZ RIGID COUP E 009N	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
VL040004PE0	4 PTD F/LOCK FLEX COUP E 004	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
FNW7005P0400	4 BLK ADJ STD CLEVIS HGR	⚠ WARNING: Cancer and Reproductive Harm WWW.p65warnings.ca.gov

Business & Facilities, Consent # 20



CCD 022= 10 DAY DEMO ON THIS PAGE

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE
SIMI VALLEY CA 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT

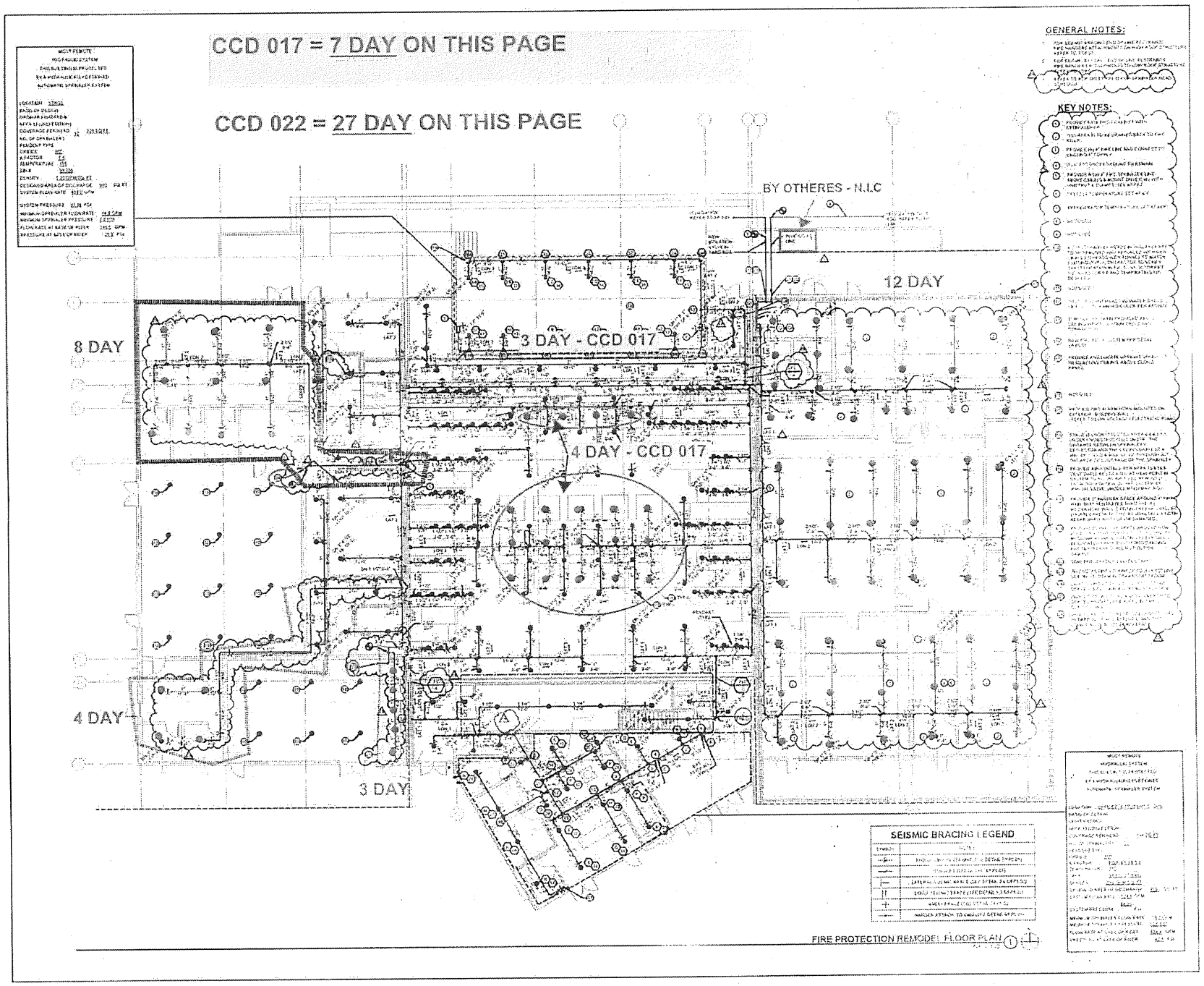
875 COCHRAN STREET
SIMI VALLEY CA 93065

IMEG

EXHIBIT "A"

FIRE PROTECTION DEMOLITION FLOOR PLAN

FPD2.11



ROYAL HS - MPR RENOVATION

SIMI VALLEY UNIFIED SCHOOL DISTRICT

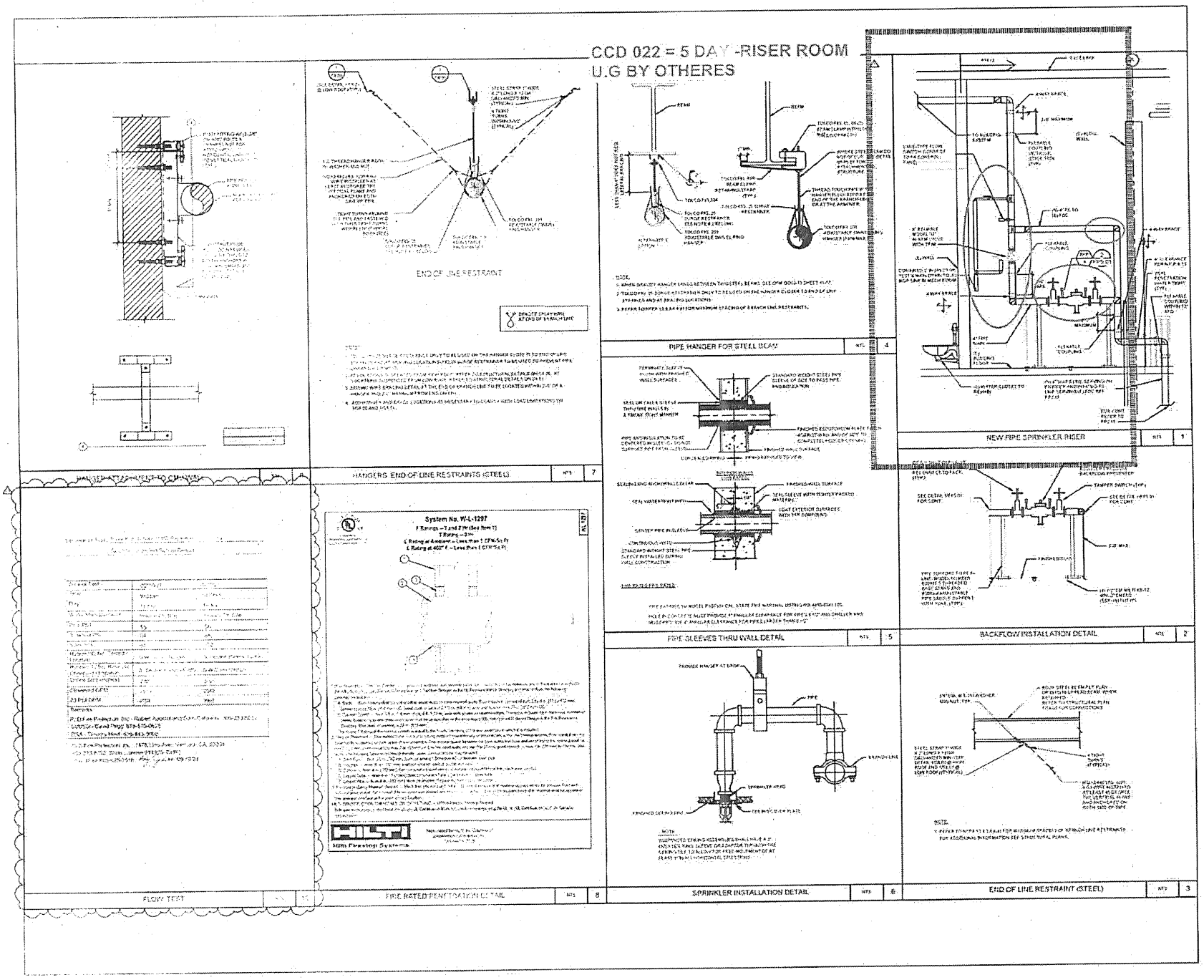
IMEG

FIRE PROTECTION REMODEL FLOOR PLAN

EXHIBIT "A"

FP2.11

CCD 022 = 5 DAY -RISER ROOM
U.G BY OTHERES



ROYAL HS - MPR RENOVATION

SIMI VALLEY UNIFIED SCHOOL DISTRICT

IMEG

EXHIBIT 'A'

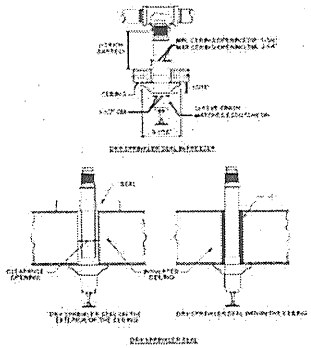
FIRE PROTECTION DETAILS

FP5.01

Business & Facilities. Consent # 20

EXHIBIT "A"

NOT USED	NTS	7	NOT USED	NTS	5	NOT USED	NTS	3	DRY PENDENT SPRINKLER DETAIL	NTS	1
NOT USED	NTS	8	NOT USED	NTS	6	NOT USED	NTS	4	NOT USED	NTS	2



ROYAL HS - MPR RENOVATION

1502 ROYAL AVENUE
SIMI VALLEY CA 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT

875 COCHRAN STREET
SIMI VALLEY CA 93065

IMEG

Business & Facilities, Consent 20

Agency Approval

NUMBER	ISSUE	DATE
REVISIONS		

DATE
JOB NUMBER
SCALE AS NOTED
DRAWN
CHECKED
APPROVED
KEY PLAN

FIRE PROTECTION DETAILS

SHEET

FP5.03

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Royal High School**	Date:	January 4, 2022
Project Name:	**Royal HS MPR Renovations**	**COP Number:**	48
To: *Name & Title*	George Kwiter (SPM)	Project Number:	**X000-64-17**
From: *Contractor*	**The Nazerian Group**	Bid Number:	**20B27BX332**

Description of Work:

Rerouting the existing 3" Gas line from the roof to the ceiling at the MPR location per RFI 239 response. (Welding)

A. Subcontractor Cost of the Work:			
Crosby Plumbing,inc	$ 28,229.42		
	$ -		
	$ -	**Subtotal A:**	$ 28,229.42
A1. GC Markup of Subcontractor Cost: (6%)			$ 1,693.77
B. Contractor Cost of the Work:			
Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -		
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ -
C. Contractor Fee: (15%) - (As per General Conditions)		**Subtotal C:**	$ -
D. Total of Subcontractor and GC Cost	Total = (A + A1 + B + C)	**Total:**	$ 29,923.19
E. GC Bond Rate (1%)			
G. Total COP Cost			$ 29,923.19

☐ The proposal would ☐ Increase ☐ Decrease **the Contract Time by** ☐ **calendar days.**

☑ The proposal does NOT affect the Contract Time.

George Kwiter	George Kwiter /SPM	January 4, 2022
Contractor's Signature:	Printed Name & Title	Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT "A"

Additional Work Authorization

Subcontractor Cost Proposal

Royal High School

COR #07 Weld

Company Name	Trade/ Description	Date 1/3/2022
CROSBY PLUMBING, Inc.	PLUMBING	

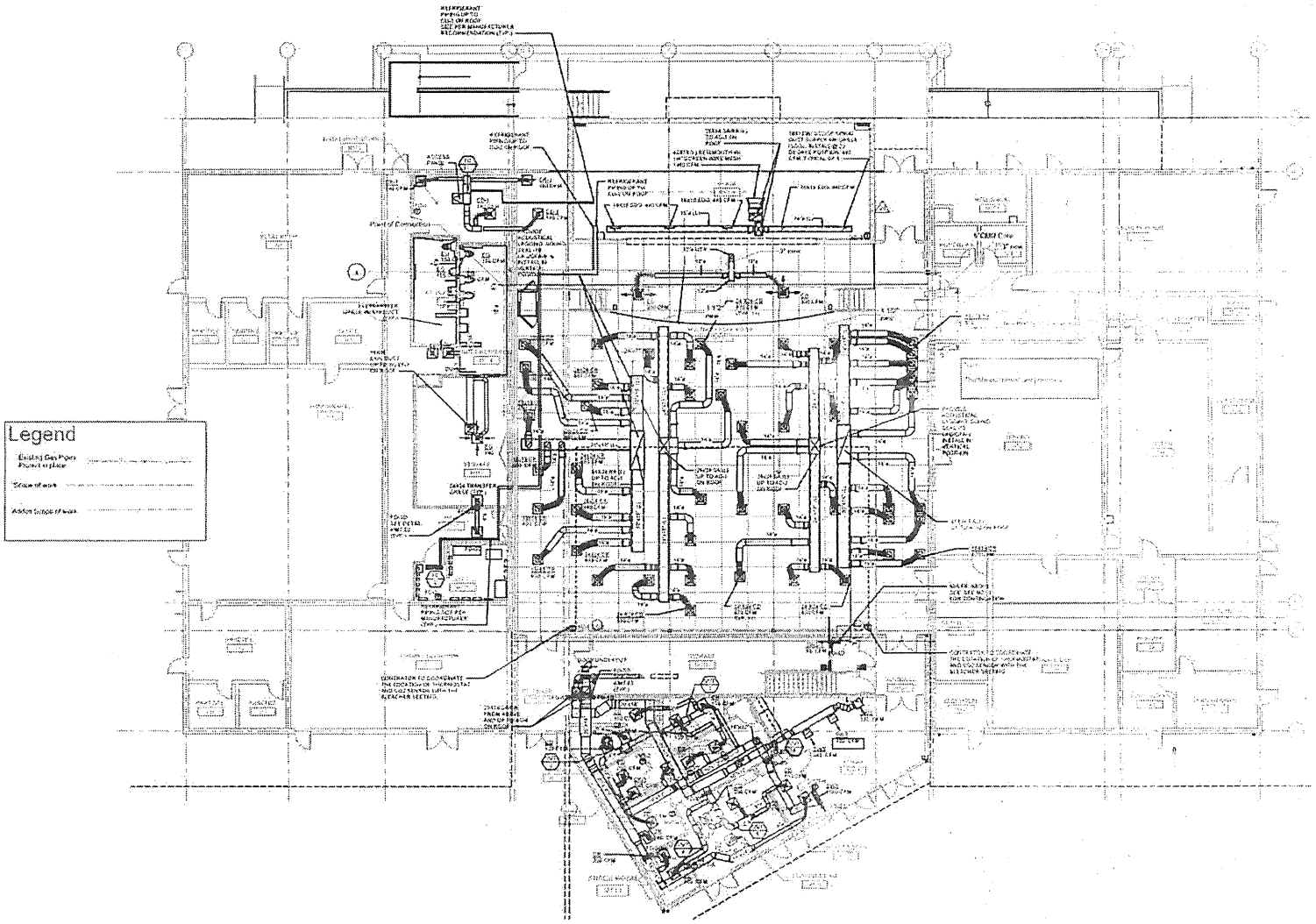
WORK DESCRIPTION:

Subcontractor Labor Costs: (Attach additional forms or Information as required)

Description of work	No. of Workers	Hours	Rate	Ext. Costs
Rework exisitng gas line to be hung	1 Forman	8	$ 108.53	$ 868.24
from ceiling per RFI 239	2 Plumber	48	$ 99.30	$ 9,532.80
	1 Laborer	48	$ 74.41	$ 3,571.68
	1 Operator		$ 98.11	$ -
3" Fittings to be Welded and 2"	1 Welder	40	$ 135.00	$ 5,400.00
and below to be threaded fittings				
Work excludes and seismic loops				
			SUBTOTAL:	$ 19,372.72

Subcontractor Material And equipment Costs: (Attach supporting invoices)

Item Description	Quantity	Unit Costs	Ext. Costs
3" Sch 40 steel pipe	105	$ 19.57	$ 2,054.85
3" SS Weld fittings	15	$ 35.20	$ 528.00
11/2" Sch 40 pipe	84	$ 6.35	$ 533.40
11/2" Sch 40 threaded fittings	25	$ 13.54	$ 338.50
Hangers and supports	15	$ 35.41	$ 531.15
Threading machine (per day)	2	$ 215.00	$ 430.00
Mega Press tool (per day)	4	$ 198.00	$ 792.00
Core Drills 6"	2	$ 350.00	$ 700.00
X ray	1	$ 800.00	$ 800.00
Scissor lift (per day)	5	$ 75.00	$ 375.00
Credit back for roof top supports per plan	-12	$ 200.00	$ (2,400.00)
	Subtotal		$ 4,682.90
	Tax		$ 5,174.60
	L & M Sub-total		$ 24,547.32
	15% OH&P		$ 3,682.10
	Subcontractor Total Costs:		$ 28,229.42



ROYAL HS - MPR RENOVATION

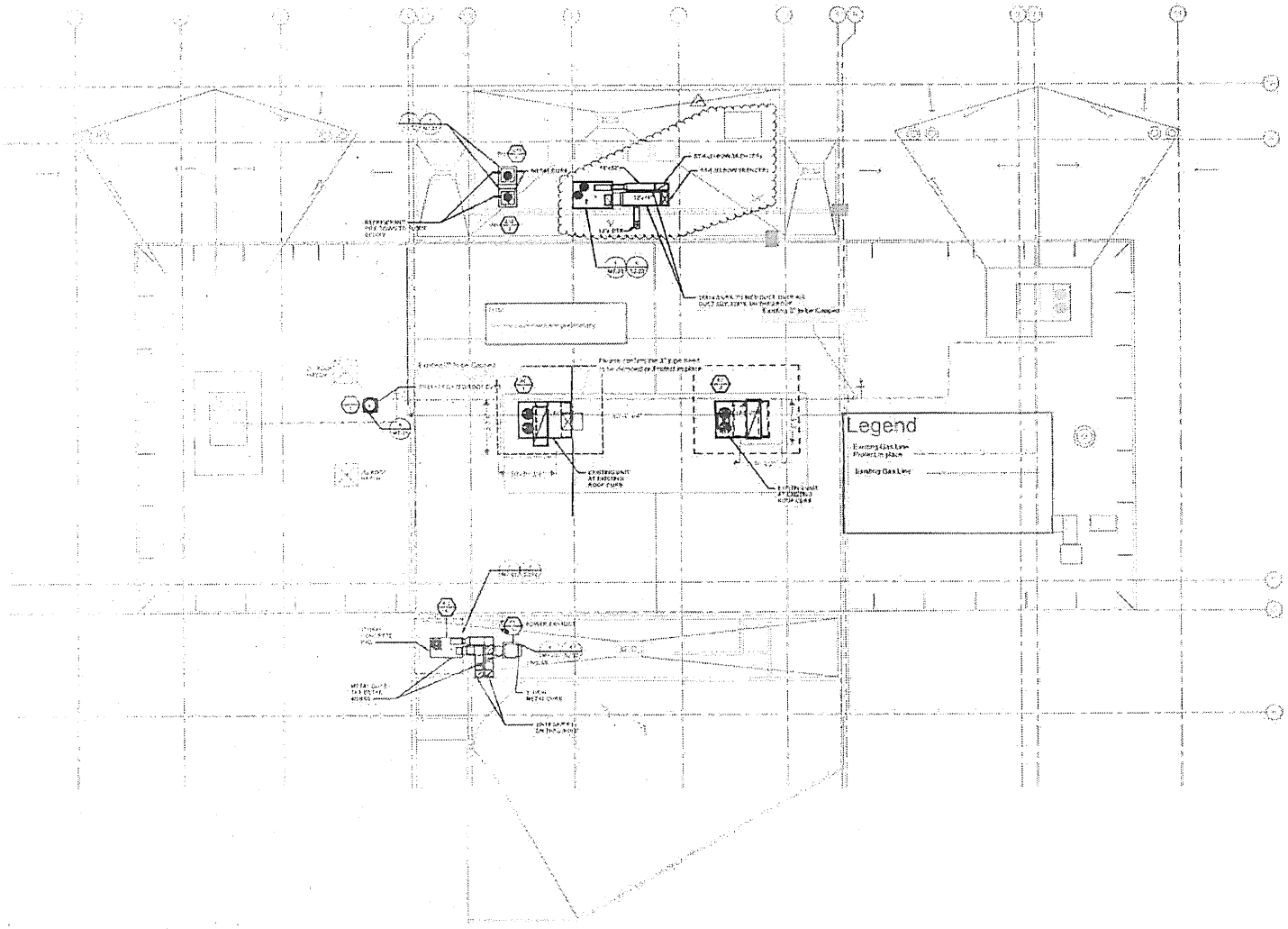
SIMI VALLEY UNIFIED SCHOOL DISTRICT

IMEG

EXHIBIT "A"

MECHANICAL REMODEL FLOOR PLAN

M2.11



MECHANICAL ROOF PLAN 1/8" = 1'-0" 1

ROYAL HS - MPR RENOVATION

1401 ROYAL AVENUE
SIMI VALLEY CA 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT

IMEG

NUMBER	ISSUE	DATE

REVISIONS

DATE
JOB NUMBER
SCALE AS NOTED
DRAWN
CHECKED
APPROVED
KEY PLAN

EXHIBIT "A"

MECHANICAL ROOF PLAN

SHEET

M2.13

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:	Royal High School	RFI Number:	239
Project Name:	Royal HS MPR Renovations	Date:	12/15/2021
To: (Architect)	Architecture for Education	Project No.:	X000-64-17
From:	The Nazerian Group	Bid Number:	20B27BX332

Drawing Number Detail	Specification Section	Page
Detail 12		P5.01

Request:

After coordination with the roofing contractor and reviewing Detail 1/ A9.30 and typical Sarnafil Pipe Penetration Flashing details, Sarnafil roofing requires a minimum of 8" to install a flashing booth. Please advise on the following:

Q1: Detail12/P5.1 demonstrates that the support height does not exceed form 6", which contradicts 1/ A9.30 roofing detail. Please advise if it is acceptable to raise the support to 10" to satisfy the minimum Sarnafil roof Flashing requirements or use proposed detail SK-001

Q2: The existing gas line is only installed 2" above the roof and in close proximity of existing HVAC curbs (6" from Curb) along the GL D.4, which contradicts with detail 1/A9.30 and Sarnafil Pipe Penetration Flashing (12" minimum all-around flashing). Please advise if it is acceptable to raise and shift the Gas pipe per SK-002 to satisfy the minimum Sarnafil roof Flashing requirements.

Q3: The existing gas pipe in Low Roofs is set on the roof with no support. Please confirm if the out of scope of work gas pipe remains untouched and protected in place.

Request Issued by:	Contractor's Signature	Name (Printed)	Date
	Hovik Margosian	Hovik Margosian	12/15/2021

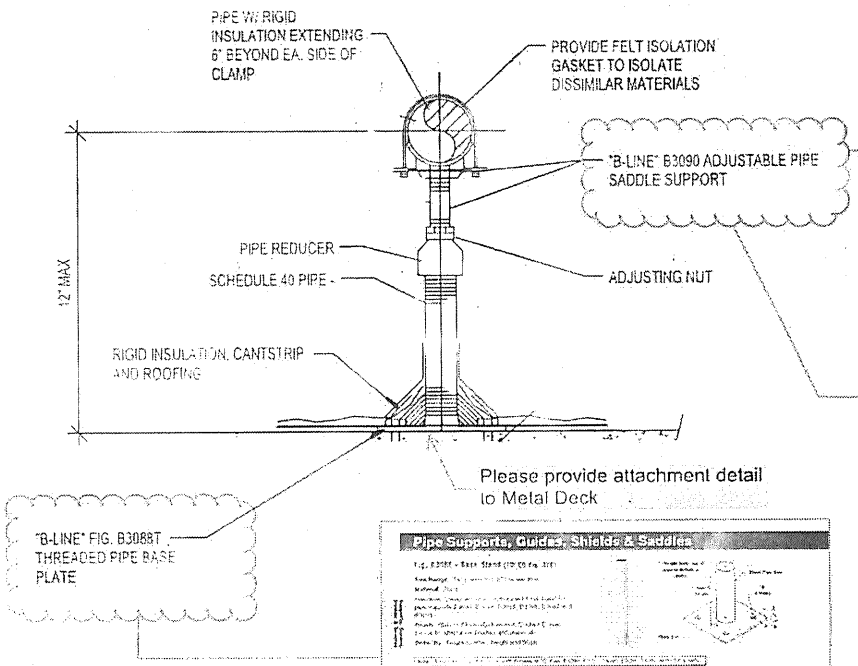
Response:

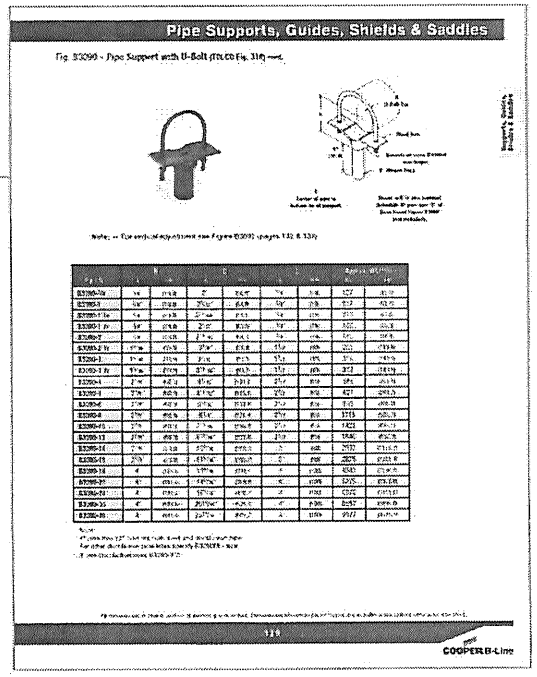
Sarnafil portion of roof only has 2 penetrations. The majority of penetrations occur at the (existing) Garland roof.
As discussed at job site walk on 12.22.21 with SVUSD, IOR, AOR, and TNG; the existing gas line is in poor condition and cannot be moved and adjusted as required. There are two options. Option 1) Replace existing gas line and raise it up 10" above roof surface and 12" north of the existing pad. Option 2) Remove all existing gas lines from high roof and run beneath roof and above ceiling in MPR.
SVUSD to decide which option to move forward with
Q1: Should option 1 be chosen, use detail 12/P5.1 and change 6" max to 10" max. This distance is from top of roof to top of vertical support..
Q2: Should option 1 be chosen, move gas line to the north a min. of 12" away from existing curbs.
Q3: Existing gas pipes on low roof are not in scope.
V/Pelier, A4E, 12.22.21

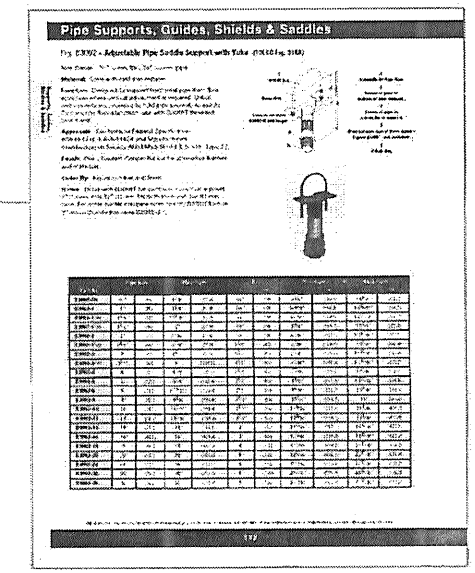
Response Issued by:	Architect's Signature	Name (Printed)	Date

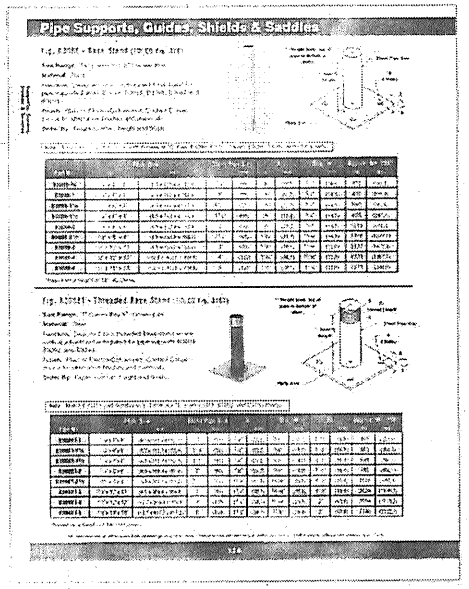
Response Reviewed by:	Project Coordinator's Signature	Name (Printed)	Date
		DAVID PEGG	

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.



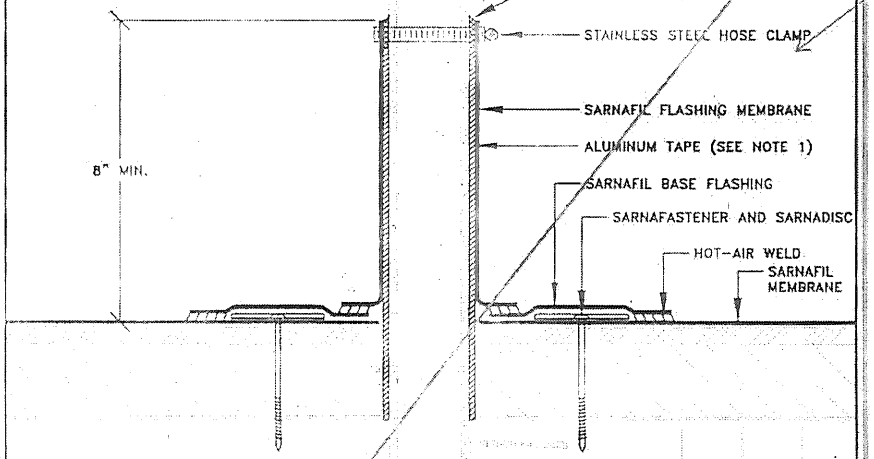






SK-001

EXHIBIT



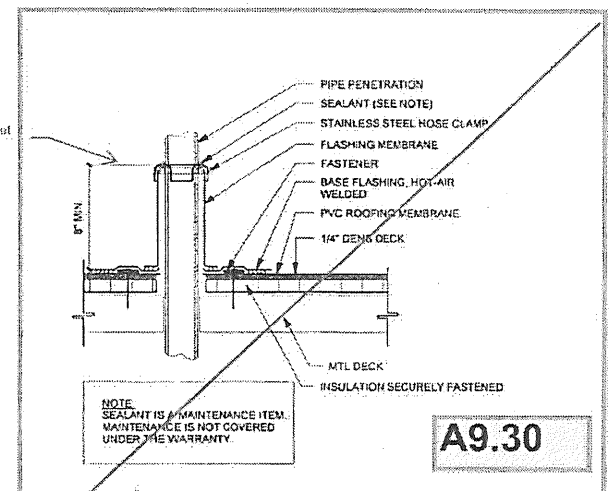
Not applicable, RFI is not about penetrating the roof.

NOTES:
1) IF EXISTING PENETRATION IS CONTAMINATED, COVER WITH ALUMINUM TAPE AND USE SIKALASTOMER-65 UNDER HOSE CLAMP. ALTERNATIVE IS TO ELIMINATE ALUMINUM TAPE AND USE SARNAFIL G 459 FLASHING MEMBRANE AND SIKALASTOMER-65 UNDER HOSE CLAMP.
2) SEALANT IS A MAINTENANCE ITEM AND IS NOT COVERED UNDER THE SARNAFIL WARRANTY.

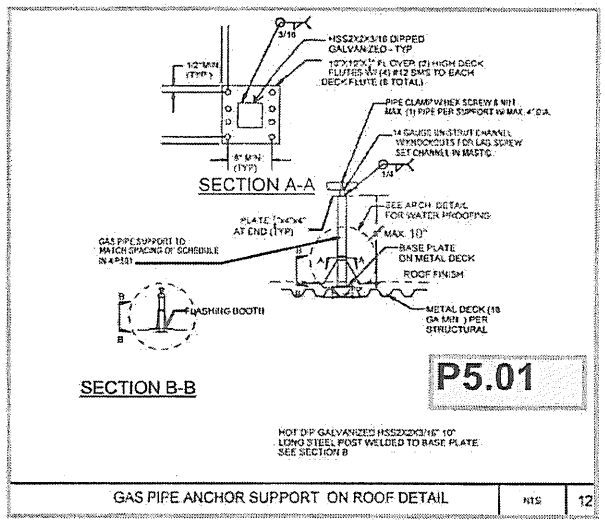
PIPE PENETRATION FLASHING

BUILDING TRUST

SCALE	DATE		DRG. NO.
N.T.S.	05/21	7-2	XXX



SINGLE PIPE PENETRATION FLASHING (1)
1 1/2" = 1'-0"



GAS PIPE ANCHOR SUPPORT ON ROOF DETAIL | NTS | 12

20B27BX332 - Royal HS MPR Renovation - DSA # 03-118787

THE NAZERIAN GROUP

RFI 239 - Roof Gas line issues

Business & Facilities, Item # 20

EXHIBIT A

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER

Project Name: Royal HS MPR Renovation	Change Order #: 4	
Site: Royal High School	Board Date: Jan18, 2022	
To (Contractor): The Nazerian Group	DSA Application #: 03-118787	
Address: 17514 Ventura Blvd. #204 Encino, CA 91316	Contract #:20B27BX332	Contract Date: 4-22-2020
	PO #:	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

COP #41R3: Price Request #2R1 for roof changes to North Side of Bldgs including new drains and piping and insulation installed under deck in the amount of $117557.95.

COP # 45: CCD #22 Additional Fire Sprinklers in the amount of $132197.43.

COP #48: Replace Welded 3" gas line and reroute under deck to avoid multiple roof penetrations in the amount of $29923.19.

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: $ 9,594,123.00	Original Contract Duration: 450 Days
Prior Contract Adjustments: $ 497,183.17	Original Completion Date: August 11, 2021
Contract Sum Prior to this Amendment: $ 10,091,306.17	Total Approved Time Extension to Date: 284 days
Adjustment per this Amendment: $ 279,678.57	Adjustments per this Amendment: N/A
Revised Contract Amount: $ 10,370,984.74	Completion Date Including 5/22/22

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

Sako Djabourian The Nazerian Group	Sako Djabourian (Signature) 2/15/2022 | 2:05 PM [SimiPCC20118] (Date)
VANESSA PELTIER Architect	(Signature) 2/16/2022 | 3:45 PM PST (Date)
DAVID PEGG Project Coordinator	David Pegg (Signature) 2/17/2022 | 4:06 PM PST (Date)
JEFF KIPP Construction Project Manager	Jeff Kipp (Signature) 2/17/2022 | 4:59 PM PST (Date)
LORI RUBENSTEIN Bond Program Manager	LORI RUBENSTEIN (Signature) 2/22/2022 | 1:54 PM PST (Date)
RON TODO Associate Superintendent, Business & Facilities	(Signature) 2/22/2022 | 5:33 PM PST (Date)

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

School Name:	Royal High School	P.O.	
Project Name:	Royal HS MPR Renovation	Date:	1/18/2022
To: *(Contractor)*	The Nazerian Group	Change Order Number:	4
From:		Project Number:	X000-64-17
		Bid Number:	20B27BX332

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	Cumulative Change Order Total to Date *(not including this CO)*	Amount of this CO	Revised Contract Amount	% of this CO	% Total Cumulative COs *(including this CO)*
$ 9,594,123.00	$ 497,183.17	$ 279,678.57	$ 10,370,984.74	2.92%	8.10%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

COP #41R3: Price Request #2R1 for roof changes to North Side of Bldgs including new drains and Piping and Insulation installed under deck	$ 117,557.95
COP #45: CCD #22 Additional Fire Sprinklers	$ 132,197.43
COP #48: Replace Welded 3" gas line and reroute under deck to avoid multiple roof penetrations	$ 29,923.19
Total	$ 279,678.57

REASON FOR CHANGE:

Initiator of Change: ☐ Contractor ☑ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows:

Change Order Item Code: _____ A/E Fee ☐ Yes ☐ No Project Manager Initials: _____

The Contract Amount due to this Change Order will be ☑ Increased ☐ Decreased ☐ Unchanged by $ 279,678.57

The Contract Time due to this Change Order will be ☐ Increased ☐ Decreased ☑ Unchanged by _____ days

The revised Final Completion date is 5/22/2022

☐ Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

	Signature	*Name (Print)*	*Date*
Contractor: The Nazerian Group	Sako Djabourian	Sako Djabourian	2/15/2022 | 2:05 PM
Architect: Architecture 4 Education	[illegible]	VANESSA PELTIER	2/16/2022 | 3:45 PM
Project Coordinator	David Pegg	DAVID PEGG	2/17/2022 | 4:06 PM
Construction Project Manager	Jeff Kipp	JEFF KIPP	2/17/2022 | 4:59 PM
Bond Program Manager	UORI RUBENSTEIN	TONY JOSEPH	2/22/2022 | 1:54 PM
Associate Superintendent, Business & Facilities	[illegible]	RON TODO	2/22/2022 | 5:33 PM

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Royal High School**	Date:	November 19, 2021
Project Name:	**Royal HS MPR Renovations**	**COP Number:**	41R3
To: *Name & Title*	Steve Tanijian (PM)	Project Number:	**X000-64-17**
From: *Contractor*	**The Nazerian Group/Crosby**	Bid Number:	**20B27BX332**

Description of Work:

Furnish and Install roof drains and overflow drians/w seismic loops. Added Supports for RD's. Revised roofing(1/4" Dens Deckover metal deck at East and West roofs per PR2/PR2R1). Insulation under deck.

A. Subcontractor Cost of the Work:			
Crosby Plumbing	$59,670.10		
C A Bunchen (Cabco)	$ 5,928.00		
Best Contracting	$ 17,469.32		
G&Y Construction	$ 4,344.00		
Dittemore Insulation Contractors	$ 28,375.00	**Subtotal A:**	$115,786.42
A1. GC Markup of Subcontractor Cost: (6%)			
B. Contractor Cost of the Work:			
Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -		
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ -
C. Contractor Fee: (As per General Conditions)		**Subtotal C:**	$ -
D. Total of Subcontractor and GC Cost	**Total = (A + A1 + B + C)**	**Total:**	$ 115,786.42
E. GC Bond Rate (1.5%)			$ 1,736.80
F. GC Insurance Rate (2%)			$ 34.74
G. Total COP Cost			$ 117,557.95

☑ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** [ ] **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

Steve Tanijian	Steve Tanijian, Project Manager	November 19th, 202
Contractor's Signature:	Printed Name & Title	Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

ARCHITECTURE FOR EDUCATION INCORPORATED

PROPOSAL REQUEST

Date:	May 19, 2021	Cost of Change:	
Owner:	SVUSD	Project No:	1705-02
Contractor:	The Nazerian Group	File No:	56-H6
Attention:	George Kwiter	App. No:	03-118787
Requested By:	Vanessa Peltier		

Proposal Request No. 2

PR # 2

Description:

In order for the roof to drain properly after the installation of new metal deck – 2 new roof drains will be added to East and West lower roofs. Change roof from Sarnafil to built-up.

1) Credit installation of new Sarnafil roof and connection to old roof.
2) Replace Sarnafil with built-up roofing, MBTechnology or equal, over rigid insulation and Densdeck.
3) Per attached plan, add two new roof and overflow drains to each East and West roof. Route through ceiling space and CMU wall to connect to existing. Drains to be installed at metal deck.
4) Provide shop drawing for rigid insulation showing positive drainage.
5) Credit R30 rigid insulation.
6) Install R30 batt insulation below roof at occupied areas with pins and self locking anchors.

Requested By: David Pegg, SVUSD
Reason: Specified R30 rigid on top of new metal deck would be higher than existing roof assembly and does not allow for drainage.
Documentation: revised A4.00
DSA Approval Required **no**

Regards,

VANESSA L. PELTIER, ARCHITECT
Architecture for Education

Architecture for Education
41 North Fair Oaks Avenue | Pasadena, California 91103
T 626-356-4080 | F 626-356-3080
www.architecture4e.com

KEYNOTE LEGEND

KEY	TEXT
02025	EXISTING ROOFING TO REMAIN - PROTECT IN PLACE, PATCH AND REPAIR AS REQUIRED
02145	EXISTING ROOF DRAIN - REMOVE DRAIN FOR ROOFING REPLACEMENT - PROTECT EXISTING DRAIN LINE IN PLACE -PREPARE FOR NEW OVERFLOW.
02148	REPLACE (E) MECH SCREEN SUPPORT ANGLES AND PANELS IN PLACE UTILIZE (E) FASTENERS OR MATCH AS REQUIRED.
03317	CONCRETE EQUIPMENT PAD - REFER TO STRUCTURAL AND MECHANICAL DRAWINGS
05304	CANOPY, SEE DETAIL FOR ADDITIONAL INFORMATION
05756	PORTION OF REMOVED EQUIPMENT SCREEN TO BE REPLACED - RE-USE SAVED PANELS & SUPPORTS - REFER TO STRUCTURAL FOR MORE INFORMATION
07001	(N) ROOF

KEY	TEXT
07003	PATCH AND REPAIR ALL ROOFING DAMAGED BY NEW CONSTRUCTION
07205	SINGLE PLY ROOF OVER RIGID INSULATION (R-30) OVER METAL DECKING
07320	HORIZONTAL SEISMIC EXPANSION JOINT & COVER - REFER TO SPECIFICATIONS
07542	CLASS A THERMOPLASTIC PVC MEMBRANE & ROOFING (07540D)
07544	METAL FASCIA, PAINTED PER 090600
07722	SMOKE-FIRE VENT HATCH
07724	NEW ROOF HATCH - LOCATE IN LOCATION OF EXISTING ROOF LADDER - ADJUST REPLACE EXISTING LADDER AS REQUIRED
07726	ROOF LADDER
08070	TUBULAR SKYLIGHT, SEE 4/A9.30
22451	OVERFLOW DRAIN - CONNECT TO NEW DOWNSPOUT - REFER TO PLUMBING DRAWINGS

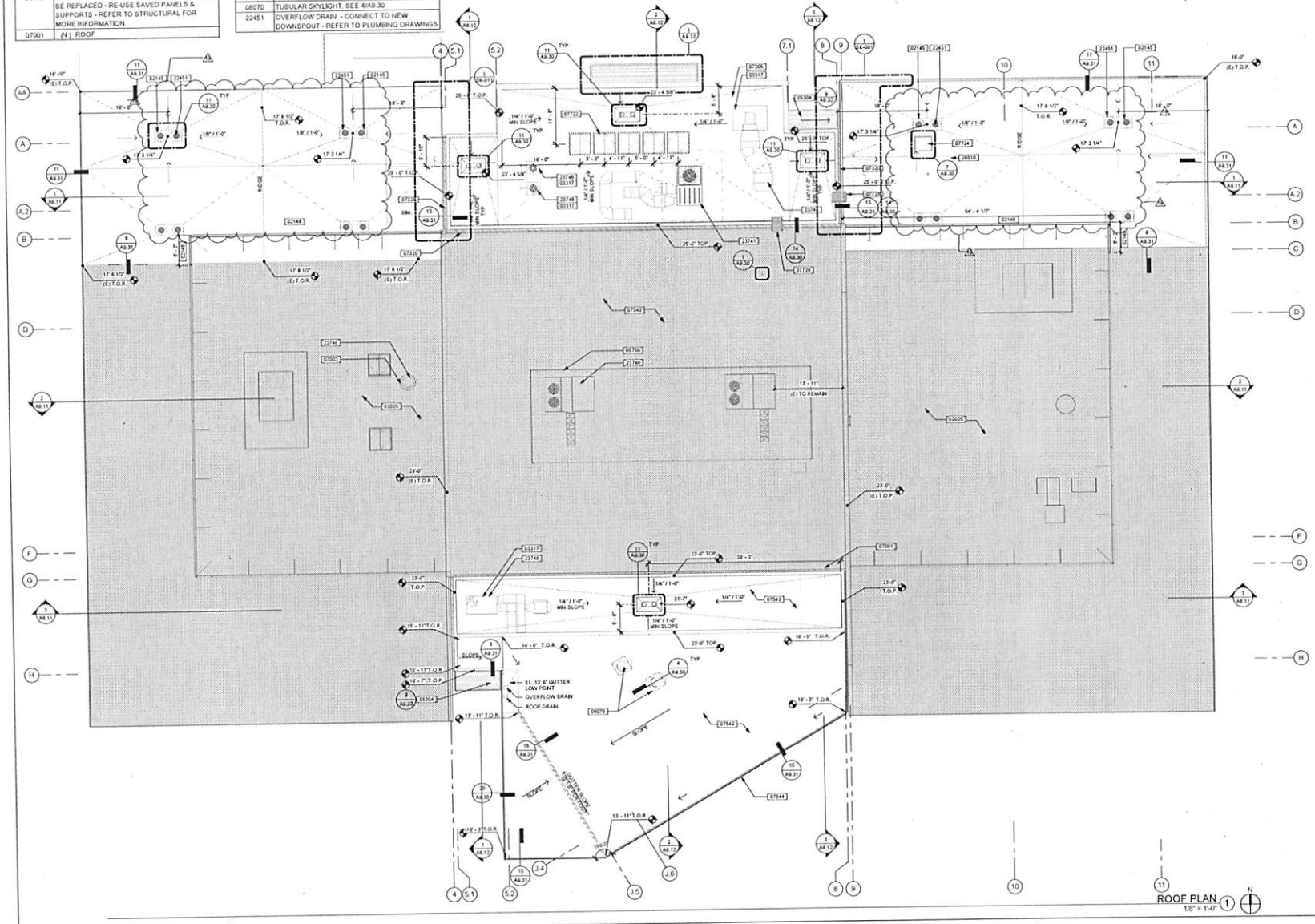
KEY	TEXT
23741	ROOF TOP HVAC UNIT TYP - REFER TO MECHANICAL FOR MORE INFORMATION
23746	EXHAUST FAN PER MECHANICAL PATCH & REPAIR (E) ROOF AS REQUIRED
23748	EXISTING RTU TO BE RE-INSTALLED ON NEW CURB, RTU TO BE LOCATED IN THE SAME POSITION FROM WHERE IT WAS REMOVED
26510	REPLACED / RELOCATED CONDUIT - REFER TO ELECTRICAL DRAWINGS FOR MORE INFORMATION

ROOF PLAN LEGEND

- AREA OF WORK TO REMAIN - NOT IN CONTRACT, PROTECT IN PLACE
- BUILT UP ROOFING
- ROOF CONCRETE PAD
- EXISTING WORK TO BE DEMOLISHED
- EXISTING WORK TO REMAIN - PROTECT IN PLACE
- 01011 SHEET NOTE

GENERAL NOTES

1. FOR TYPICAL CONDITIONS AT ROOF VENT LOCATIONS SEE 6/A9.32
2. ALL ROOFING TO BE CLASS A
3. NO UNIT IS CLOSER THAN 10'-0" TO THE EDGE OF ROOF



ROOF PLAN 1
1/8" = 1'-0"

ALE
41 NORTH FAIR OAKS AVENUE
PASADENA, CA 91103
626.356.4080
626.356.3080 F
www.architecture-ale.com

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE,
SIMI VALLEY CA. 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

NUMBER	ISSUE	DATE
1	PRINT	03/18/2021

REVISIONS

DATE	11/18/20
JOB NUMBER	1703-06-02
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
COMPREHENSIVE ROOF PLAN

SHEET
A4.00

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

PROPOSAL REQUEST

ARCHITECTURE FOR EDUCATION INCORPORATED

Date:	August 18, 2021	Cost of Change:	
Owner:	SVUSD	Project No:	1705-02
Contractor:	The Nazerian Group	File No:	56-H6
Attention:	George Kwiter	App. No:	03-118787
Requested By:	Vanessa Peltier		

Proposal Request No. 2, R1

PR # 2 R1

Description:

In order for the roof to drain properly after the installation of new metal deck – 2 new roof drains will be added to East and West lower roofs. Thermal insulation shall be under roof sheathing.

1) Per attached plan, add two new roof and overflow drains to each East and West roof. Route through ceiling space and CMU wall to connect to existing. Drains to be installed at metal deck.
2) Provide shop drawing for rigid insulation showing positive drainage using less than 2".
3) Credit R30 rigid insulation.
4) Install R30 batt insulation below roof at occupied areas with pins and self locking anchors.

Requested By: David Pegg, SVUSD
Reason: Specified R30 rigid on top of new metal deck would be higher than existing roof assembly and does not allow for drainage.
Documentation: revised A4.00
DSA Approval Required **no**

Regards,

VANESSA L. PELTIER, ARCHITECT
Architecture for Education

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:	Royal High School	RFI Number:	172
Project Name:	Royal HS MPR Renovations	Date:	7/15/2021
To: (Architect)	Architecture for Education	Project No.:	X000-64-17
From:	The Nazerian Group/Crosby	Bid Number:	20B27BX332

Drawing Number Detail	Specification Section	Page

Request:

Re: PR 2
We are in receipt of PR-2. Plumbing scope is not clear and we cannot provide a COP based on the provided architectural drawings. Please provide plumbing plans reflecting the changes made in PR-2 and please clarify plumbing scope.

Request Issued by: Steve Tanijian (*Contractor's Signature*) Steve Tanijian (*Name (Printed)*) 7/15/2021 (*Date*)

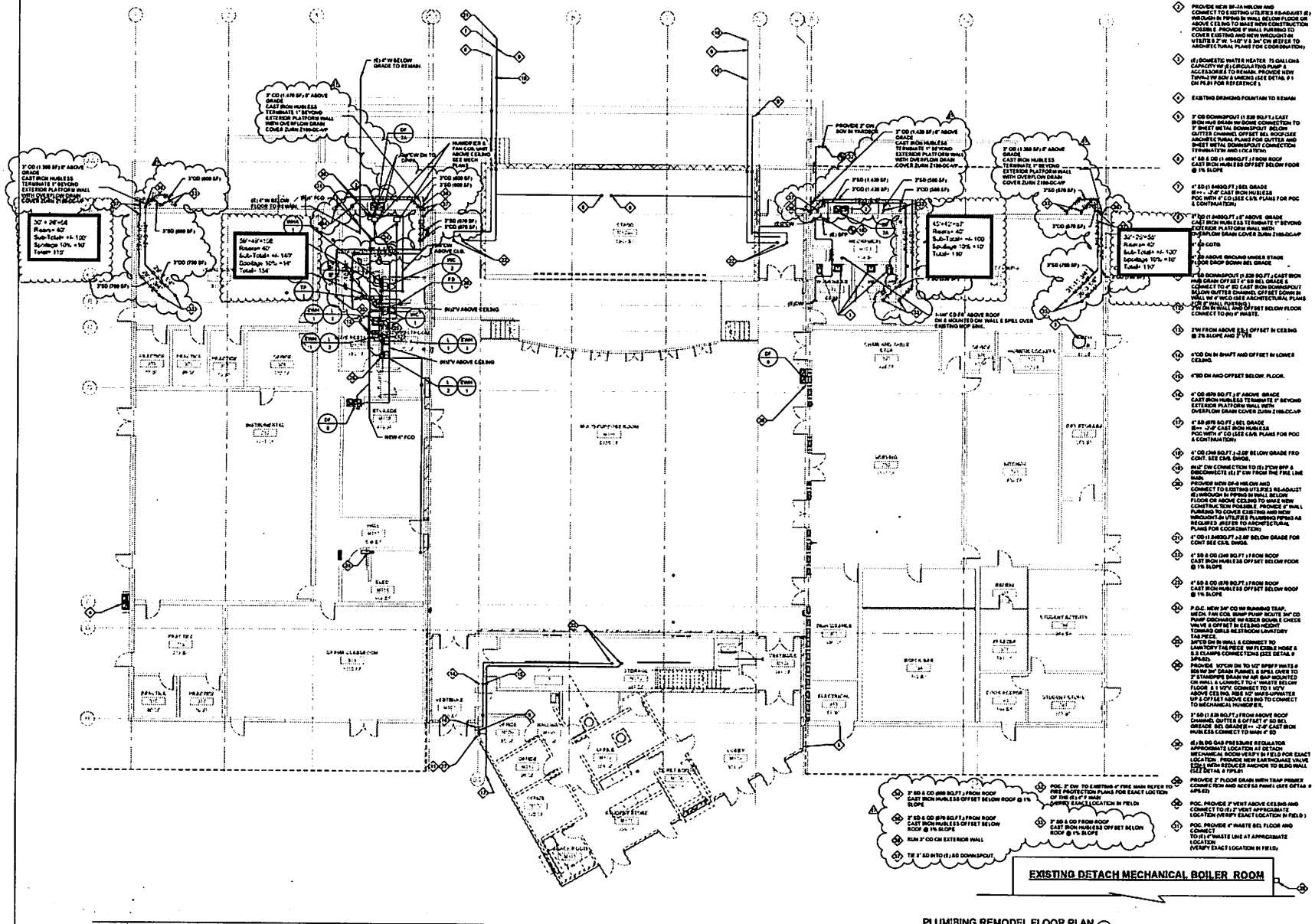
Response:

See attached revised P2.11 and P2.12.
VPeltier, A4E, 8.12.21

Response Issued by: _____ (*Architect's Signature*) _____ (*Name (Printed)*) _____ (*Date*)

Response Reviewed by: _____ (*Project Coordinator's Signature*) DAVID PEGG (*Name (Printed)*) _____ (*Date*)

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.



PLUMBING REMODEL FLOOR PLAN 1
1/8" = 1'-0"

GENERAL NOTES:

1. REFER TO STRUCTURAL DRAWING FOR PIPE ANCHORAGE.
2. ALL NEW PLUMBING FIXTURES SHALL BE INSTALLED W/ NEW ROUGH-IN AS PER FIXTURE SCHEDULE ON P6.01. THE SANITARY VENTS SHALL BE CONNECTED TO (E) VENTS ABOVE CEILING

KEY NOTES:

1. EXISTING PLUMBING FIXTURES TO REMAIN
2. PROVIDE NEW 6P-3A HIBLOW AND CONNECT TO (E) EXISTING UTILIRES RE-ADJUST (E) HIBOUGH IN PIPING IN WALL BELOW FLOOR OR ABOVE CEILING TO MAKE NEW CONSTRUCTION POSSIBLE. PROVIDE 8" WALL PURRING TO COVER EXISTING AND NEW WROUGHT-IN UTILITIE & 2" W. 1-1/2" V & 3/4" CW (REFER TO ARCHITECTURAL PLANS FOR COORDINATION)
3. (E) DOMESTIC WATER HEATER 75 GALLONS CAPACITY W/ (E) CIRCULATING PUMP & ACCESSORIES TO REMAIN. PROVIDE NEW TWO-2 W BOX & UNIONS (SEE DETAIL # 1 ON P6.01 FOR REFERENCE)
4. EXISTING DRINKING FOUNTAIN TO REMAIN
5. 3" CO DOWNSPOUT (1,620 SQ.FT.) CAST IRON HUB DRAIN W/ DOME CONNECTION TO 3" SHEET METAL DOWNSPOUT BELOW GUTTER CHANNEL OFFSET BEL ROOF(SEE ARCHITECTURAL PLANS FOR GUTTER AND SHEET METAL DOWNSPOUT CONNECTION TERMINATION AND LOCATION)
6. 4" SD & OD (1,480SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW FLOOR @ 1% SLOPE
7. 4" SD (1,640SQ.FT.) BEL GRADE IE= - -2'-6" CAST IRON HUBLESS POC WITH 4" CO (SEE C&S PLANS FOR POC & CONTINUATION)
8. 3" SD (1,640SQ.FT.) 6" ABOVE GRADE CAST IRON HUBLESS TERMINATE 1" BEYOND EXTERIOR PLATFORM WALL WITH OVERFLOW DRAIN COVER ZURN Z100-DC-VP
9. 4" CO COTS
10. 3" 30 ABOVE GROUND UNDER STAGE FLOOR DROP DOWN BEL GRADE
11. 3" SD DOWNSPOUT (1,620 SQ.FT.) CAST IRON HUB DRAIN OFFSET 4" SD BEL GRADE & CONNECT TO 4" SD CAST IRON DOWNSPOUT BLOW GUTTER CHANNEL OFFSET DOWN IN WALL W/ 4" WCO (SEE ARCHITECTURAL PLANS FOR 8" WALL PURRING)
12. 1"W ON IN WALL AND OFFSET BELOW FLOOR CONNECT TO (E) 4" WASTE.
13. 3"W FROM ABOVE S.S. OFFSET IN CEILING @ 2% SLOPE AND 2" VTR
14. 4"CO ON IN SHAFT AND OFFSET IN LOWER CEILING.
15. 4"SD ON AND OFFSET BELOW. FLOOR.
16. 4" OD (670 SQ.FT.) 6" ABOVE GRADE CAST IRON HUBLESS TERMINATE 1" BEYOND EXTERIOR PLATFORM WALL WITH OVERFLOW DRAIN COVER ZURN Z100-DC-VP
17. 4" SD (670 SQ.FT.) BEL GRADE IE= -2'-6" CAST IRON HUBLESS POC WITH 4" CO (SEE C&S PLANS FOR POC & CONTINUATION)
18. 4" OD (360 SQ.FT.) 2-2.5' BELOW GRADE FRO CONT. SEE CIVIL DWGS.
19. INLET ON CONNECTION TO (E) 3"CW BFP & DISCONNECTS (E) 1" CW FROM THE FIRE LINE SIDE.
20. PROVIDE NEW 6P-6 HIBLOW AND CONNECT TO EXISTING UTILIRES RE-ADJUST (E) HIBOUGH IN PIPING IN WALL BELOW FLOOR OR ABOVE CEILING TO MAKE NEW CONSTRUCTION POSSIBLE. PROVIDE 2" WALL PURRING TO COVER EXISTING AND NEW WROUGHT-IN UTILITIES PLUMBING PIPING AS REQUIRED (REFER TO ARCHITECTURAL PLANS FOR COORDINATION)
21. 4" OD (1,640SQ.FT.) 2-2.5' BELOW GRADE FOR CONT SEE CIVIL DWGS.
22. 4" SD & OD (340 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW FOOR @ 1% SLOPE
23. 4" SD & OD (670 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE
24. P.O.C. NEW 3/4" CO W/ PUMPING TRAP, MECH. FAN COIL SUMP PUMP ROUTE 3/4" CO PUMP DISCHARGE W/ KEEP DOUBLE CHECK VALVE & OFFSET IN CEILING HEIGHT TOWARD GIRLS RESTROOM LAVATORY TAILPIECE.
25. 3/4"CO ON IN WALL & CONNECT TO LAVATORY TAIL PIECE W/ FLEXIBLE HOSE & S.S. CLAMPS CONNECTING (SEE DETAIL 8 SP6.02).
26. PROVIDE 1/2"CW ON TO 1/2" BFBP F WATS & 3/4 W 3/4" DRAIN FUNNEL & SPILL OVER TO 2" STANDPIPE DRAIN W/ AIR GAP MOUNTED ON WALL & CONNECT TO 4" WASTE BELOW FLOOR & 1 1/2" V CONNECT TO 1 1/2" V ABOVE CEILING. RINE 1/2" WASE-UP/WATER UP & OFFSET ABOVE CEILING TO CONNECT TO MECHANICAL HUMIDIFIER.
27. 3" SD (1,620 SQ.FT.) FROM ABOVE ROOF CHANNEL GUTTER & OFFSET 4" SD BEL GRADE BEL GRADE IE= -2'-6" CAST IRON HUBLESS CONNECT TO MAIN 4" SD
28. (E) BLDG GAS PRESSURE REGULATOR APPROXIMATE LOCATION AT DETACH MECHANICAL BOOM VERIFY IN FIELD FOR EXACT LOCATION . PROVIDE NEW EARTHQUAKE VALVE 2-1/2 WITH REDUCER ANCHOR TO BLDG WALL (SEE DETAIL 6 SP6.01)
29. PROVIDE 2" FLOOR DRAIN WITH TRAP PRIMER CONNECTION AND ACCESS PANEL (SEE DETAIL 8 SP6.02)
30. POC. PROVIDE 2" VENT ABOVE CEILING AND CONNECT TO (E) 2" VENT APPROXIMATE LOCATION (VERIFY EXACT LOCATION IN FIELD)
31. POC. PROVIDE 4" WASTE BEL FLOOR AND CONNECT TO (E) 4" WASTE LINE AT APPROXIMATE LOCATION (VERIFY EXACT LOCATION IN FIELD)
32. POC. 2" CW TO EXISTING 4" FIRE MAIN REFER TO FIRE PROTECTION PLANS FOR EXACT LOCTION OF THE (E) 4" F MAIN (VERIFY EXACT LOCATION IN FIELD)
33. 2" SD & CO FROM ROOF CAST IRON HUBLESS OFF SET BELOW ROOF @ 1% SLOPE
34. 3" SD & CO (670 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE
35. 3" SD & CO (670 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE
36. RUN 3" CO ON EXTERIOR WALL
37. TIE 3" SD INTO (E) SD DOWNSPOUT

41 NORTH FAIR OAKS AVENUE
PASADENA, CA 91103
626 356 3080
626 356 3080 F
www.architecture-fe.com

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE,
SIMI VALLEY CA. 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

IMEG

Agency Approval — FILE NO. 56-46
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 52-11797
AC ____ FLS ____ SS ____
DATE ____

NUMBER	ISSUE	DATE
27	BR 112	6/23/2021
	REVISED RESPONSE TO RFI 12	12/10/2021

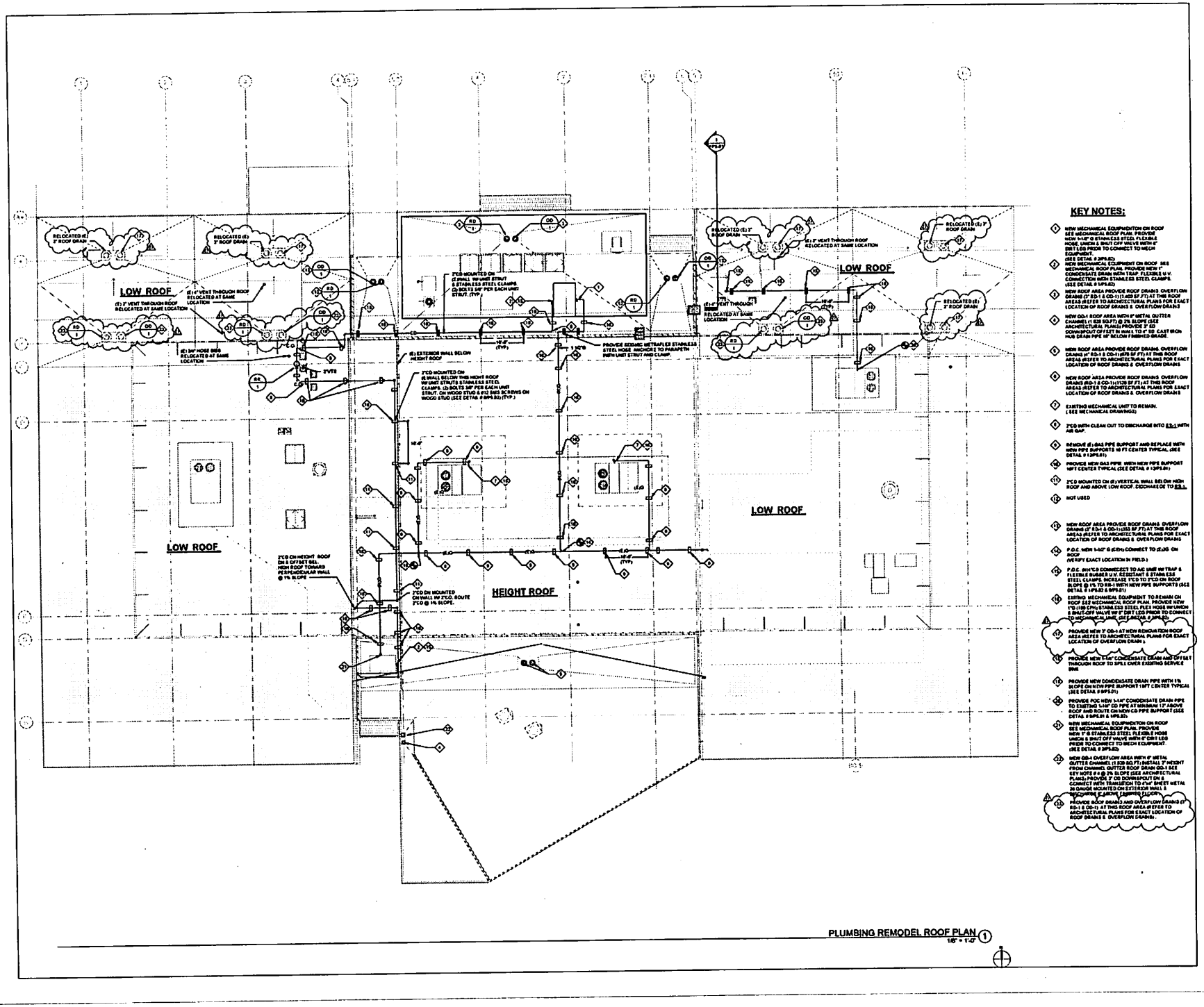
REVISIONS

DATE	10/15/2010
JOB NUMBER	1715-02
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
PLUMBING REMODEL FLOOR PLAN

SHEET
P2.11



PLUMBING REMODEL ROOF PLAN 1
1/8" = 1'-0"

KEY NOTES:

1. NEW MECHANICAL EQUIPMENTON ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1-1/2" S STAINLESS STEEL FLEXIBLE HOSE, UNION & SHUT OFF VALVE WITH 6" DIRT LEG PRIOR TO CONNECT TO MECH EQUIPMENT. (SEE DETAIL # MPS.02).
2. NEW MECHANICAL EQUIPMENT ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1" CONDENSATE DRAIN WITH TRAP. FLEXIBLE U.V. CONNECTION WITH STAINLESS STEEL CLAMPS. (SEE DETAIL # MPS.02)
3. NEW ROOF AREA PROVIDE ROOF DRAINS, OVERFLOW DRAINS (2" RD-1 & CO-1) (1,400 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
4. NEW OD-1 ROOF AREA WITH 6" METAL GUTTER CHANNEL (1,820 SQ.FT) @ 2% SLOPE (SEE ARCHITECTURAL PLANS) PROVIDE 3" SD DOWNSPOUT OF 5 FEET IN SHALL TO 4" FIB CAST IRON HUB DRAIN PIPE 18" BELOW FINISHED GRADE.
5. NEW ROOF AREA PROVIDE ROOF DRAINS, OVERFLOW DRAINS (4" RD-1 & CO-1) (679 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
6. NEW ROOF AREA PROVIDE ROOF DRAINS, OVERFLOW DRAINS (RD-1 & CO-1) (1,125 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
7. EXISTING MECHANICAL UNIT TO REMAIN. (SEE MECHANICAL DRAWINGS)
8. 2"CO WITH CLEAN OUT TO DISCHARGE INTO RS-1 WITH AIR GAP.
9. REMOVE (E) GAS PIPE SUPPORT AND REPLACE WITH NEW PIPE SUPPORTS 10 FT CENTER TYPICAL. (SEE DETAIL # MPS.01)
10. PROVIDE NEW GAS PIPE WITH NEW PIPE SUPPORT 10FT CENTER TYPICAL (SEE DETAIL # MPS.01)
11. 2"CO MOUNTED ON (E) VERTICAL WALL BELOW HIGH ROOF AND ABOVE LOW ROOF. DISCHARGE DE TO RS-1.
12. NOT USED
13. NEW ROOF AREA PROVIDE ROOF DRAINS, OVERFLOW DRAINS (2" RD-1 & CO-1) (353 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
14. P.O.C. NEW 1-1/2" S (E-01) CONNECT TO (E)JG ON ROOF (VERIFY EXACT LOCATION IN FIELD.)
15. P.O.C. NEW 3"CO CONNECT TO AC UNIT W/ TRAP & FLEXIBLE SUBBLE (U.V. RESISTANT & STAINLESS STEEL CLAMPS. INCREASE 3"CO TO 3"CO ON ROOF SLOPE @ 1% TO RS-1 WITH NEW PIPE SUPPORTS (SEE DETAIL # MPS.01 & MPS.01)
16. EXISTING MECHANICAL EQUIPMENT TO REMAIN ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1"G (1/8 GPM) STAINLESS STEEL FLEX HOSE W/ UNION & SHUT OFF VALVE W/ 6" DIRT LEG PRIOR TO CONNECT TO MECHANICAL UNIT. (SEE DETAIL # MPS.02)
17. PROVIDE NEW 3" CO-1 AT NEW RENOVATION ROOF AREA (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF OVERFLOW DRAIN.)
18. PROVIDE NEW 1-1/4" CONDENSATE DRAIN AND OFF SET THROUGH ROOF TO SPILL OVER EXISTING SERVICE SINK
19. PROVIDE NEW CONDENSATE DRAIN PIPE WITH 1% SLOPE ON N DW PIPE SUPPORT 10FT CENTER TYPICAL (SEE DETAIL # MPS.01)
20. PROVIDE POC NEW 1-1/4" CONDENSATE DRAIN PIPE TO EXISTING 1-1/4" CO PIPE AT MINIMUM 12" ABOVE ROOF AND ROUTE ON NEW CO PIPE SUPPORT (SEE DETAIL # MPS.01 & MPS.02)
21. NEW MECHANICAL EQUIPMENTON ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1" G STAINLESS STEEL FLEXIBLE HOSE UNION & SHUT OFF VALVE WITH 6" DIRT LEG PRIOR TO CONNECT TO MECH EQUIPMENT. (SEE DETAIL # MPS.02)
22. NEW OD-1 OVERFLOW AREA WITH 6" METAL GUTTER CHANNEL (1,820 SQ.FT) INSTALL 3" HEIGHT FROM CHANNEL GUTTER ROOF DRAIN OD-1 SEE KEY NOTE # 4 @ 2% SLOPE (SEE ARCHITECTURAL PLANS) PROVIDE 3" OD DOWNSPOUT ON & CONNECT WITH TRANSITION TO 4"x4" SHEET METAL 36 GAUGE MOUNTED ON EXTERIOR WALL & [illegible] (REFER TO PLAN)
23. PROVIDE ROOF DRAINS AND OVERFLOW DRAINS (2" RD-1 & CO-1) AT THIS ROOF AREA (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS.

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ROYAL HS - MPR RENOVATION

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APPL. 03-116757
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DATE ____

NUMBER	ISSUE	DATE
27	IWR 172	8/23/2021

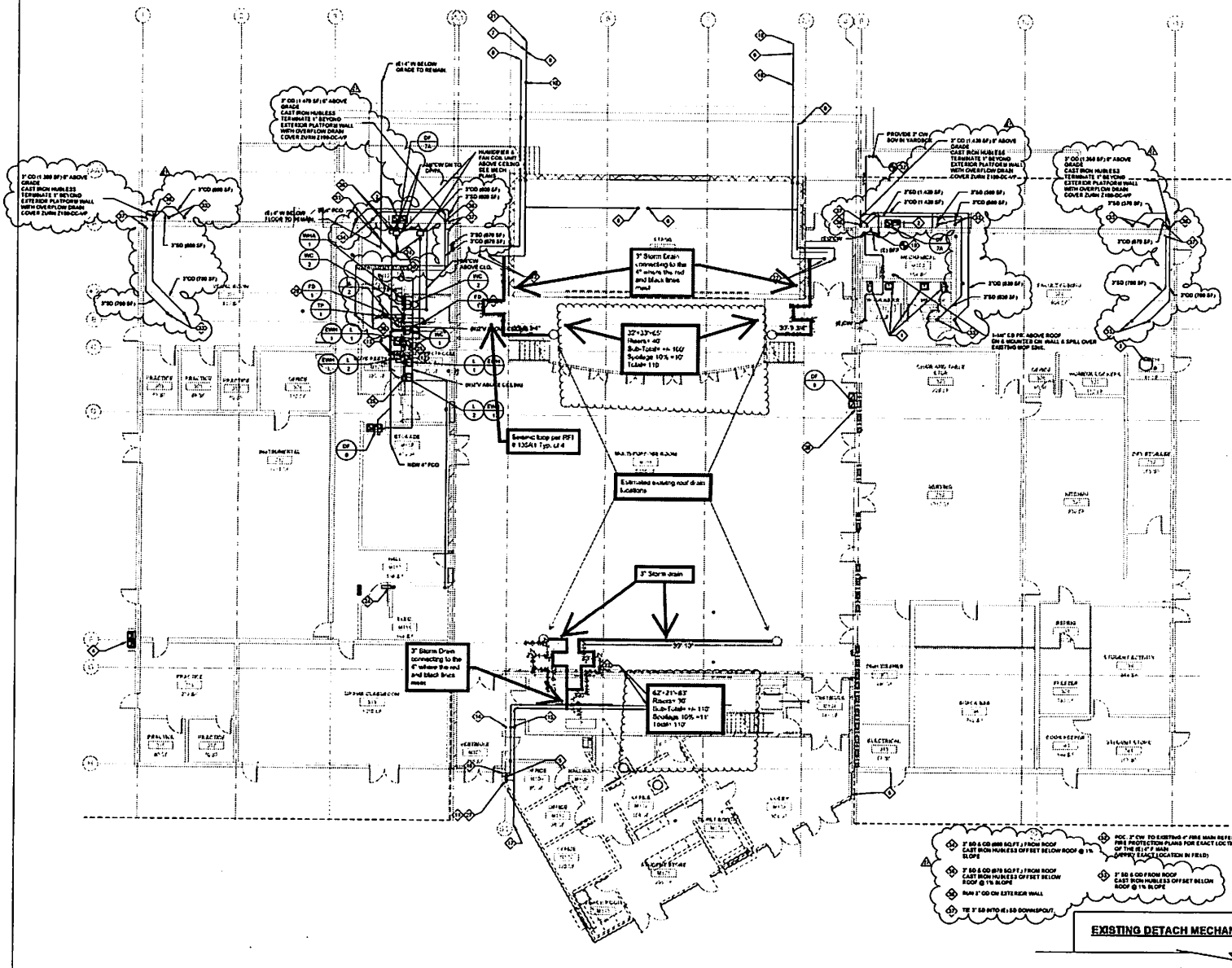
REVISIONS

DATE	06/01/2016
JOB NUMBER	1394-01
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
PLUMBING REMODEL ROOF PLAN

SHEET
P2.12



PLUMBING REMODEL FLOOR PLAN ①
1/8" = 1'-0"

GENERAL NOTES:

1. REFER TO STRUCTURAL DRAWING FOR PIPE ANCHORAGE
2. ALL NEW PLUMBING FIXTURES SHALL BE INSTALLED IN NEW ROUGH-IN AS PER FIXTURE SCHEDULE ON PLAN. THE SANITARY VENTS SHALL BE CONNECTED TO ELEVENTS ABOVE CEILING

KEY NOTES:

1. EXISTING PLUMBING FIXTURES TO REMAIN
2. PROVIDE NEW DF-7A IN ROW AND CONNECT TO EXISTING UTILITIES RE-ADJUST (E) WROUGH IN PIPING IN WALL BELOW FLOOR OR ABOVE CEILING TO MAKE NEW CONSTRUCTION POSSIBLE. PROVIDE 6" WALL FURRING TO COVER EXISTING AND NEW WROUGHT-IN UTILITIES 2" IN 1-1/2" V & 3/4" CW (REFER TO ARCHITECTURAL PLANS FOR COORDINATION)
3. (E) DOMESTIC WATER HEATER 75 GALLONS CAPACITY W/ (E) CIRCULATING PUMP & ACCESSORIES TO REMAIN. PROVIDE NEW THERMO-2 W/ SOV & MIXING (SEE DETAIL # 1 ON PLAN FOR REFERENCE).
4. EXISTING DRINKING FOUNTAIN TO REMAIN
5. 3" CO DOWNSPOUT (1 020 SQ.FT.) CAST IRON HUB DRAIN W/ DOME CONNECTION TO 3" SHEET METAL DOWNSPOUT BELOW GUTTER CHANNEL OFFSET BEL ROOF(SEE ARCHITECTURAL PLANS FOR GUTTER AND SHEET METAL DOWNSPOUT CONNECTION TERMINATION AND LOCATION)
6. 6" SD & CO (1 400SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW FOOR @ 1% SLOPE
7. 6" SD (1 040SQ.FT.) BEL GRADE E=+ -2'-0" CAST IRON HUBLESS POC WITH 4" CO (SEE CIVIL PLANS FOR POC & CONTINUATION)
8. 4" CO (1 040SQ.FT.) 6" ABOVE GRADE CAST IRON HUBLESS TERMINATE 1" BEYOND EXTERIOR PLATFORM WALL WITH OVERFLOW DRAIN COVER ZURN Z100-DC-VP
9. 4" SD COTO
10. 4" SD ABOVE GROUND UNDER STAGE FLOOR DROP DOWN BEL GRADE
11. 3" SD DOWNSPOUT (1 020 SQ.FT.) CAST IRON HUB DRAIN OFFSET 4" SD BEL GRADE & CONNECT TO 6" SD CAST IRON DOWNSPOUT BELOW GUTTER CHANNEL OFF SET DOWN IN WALL W/ 4" WCO (SEE ARCHITECTURAL PLANS FOR GUTTER AND SHEET METAL DOWNSPOUT CONNECTION TERMINATION AND LOCATION) 2'-0" BELOW FLOOR CONNECT TO (E) 4" WASTE.
12. 1"W FROM ABOVE 3'-0" OFFSET IN CEILING @ 2% SLOPE AND 2" VTO
13. 1"CO DN IN SHAFT AND OFFSET IN LOWER CEILING.
14. 4"SD DN AND OFFSET BELOW. FLOOR.
15. 6" CO (870 SQ.FT.) 6" ABOVE GRADE CAST IRON HUBLESS TERMINATE 1" BEYOND EXTERIOR PLATFORM WALL WITH OVERFLOW DRAIN COVER ZURN Z100-DC-VP
16. 6" SD (870 SQ.FT.) BEL GRADE E=+ -2'-0" CAST IRON HUBLESS POC WITH 4" CO (SEE CIVIL PLANS FOR POC & CONTINUATION)
17. 4" CO (240 SQ.FT.) -2.00' BELOW GRADE FRO CONT. SEE CIVIL DWGS.
18. 4"W CW CONNECTION TO (E) 3"CW BFP & DISCONNECTS (E) 2" CW FROM THE FIRE LINE MAIN.
19. PROVIDE NEW DF-8 HI-LOW AND CONNECT TO EXISTING UTILITIES RE-ADJUST (E) WROUGH IN PIPING IN WALL BELOW FLOOR OR ABOVE CEILING TO MAKE NEW CONSTRUCTION POSSIBLE. PROVIDE 6" WALL FURRING TO COVER EXISTING AND NEW WROUGHT-IN UTILITIES PLUMBING PIPING AS REQUIRED. (REFER TO ARCHITECTURAL PLANS FOR COORDINATION)
20. 4" CO (1 040SQ.FT.) -2.00' BELOW GRADE FOR CONT SEE CIVIL DWGS.
21. 4" SD & CO (240 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW FOOR @ 1% SLOPE
22. 4" SD & CO (870 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE
23. P.O.C. NEW 3/4" CO W/ PLUMBING TRAP, MECH. FAN COIL SUMP PUMP ROUTE 3/4" CO PUMP DISCHARGE W/ RISER DOUBLE CHECK VALVE & OFFSET IN CEILING HEIGHT TOWARD GIRLS RESTROOM LAVATORY TAILPIECE.
24. 1/2"CO DN IN WALL & CONNECT TO LAVATORY TAILPIECE W/ FLEXIBLE HOSE & S.S CLAMPS CONNECTIONS (SEE DETAIL # 6/P5.02).
25. PROVIDE 1/2"CW DN TO 1/2" BFBFP WATS & 1/2" BFP 3/4" DRAIN PUMPS & SPILL OVER TO 3" STANDPIPE DRAIN W/ AIR GAP MOUNTED ON WALL & CONNECT TO 1" WASTE BELOW FLOOR & 1 1/2"V. CONNECT TO 1 1/2"V ABOVE CEILING. RISE 1/2" MAKEUP WATER UP & OFFSET ABOVE CEILING TO CONNECT TO MECHANICAL HUMIDIFIER.
26. 3" SD (1 020 SQ.FT.) FROM ABOVE ROOF CHANNEL GUTTER & OFFSET 4" SD BEL GRADE MIN. GRADE E=+ -2'-0" CAST IRON HUBLESS CONNECT TO MAIN 4" SD
27. (E) BLDG GAS PRESSURE REGULATOR APPROXIMATE LOCATION AT DETACH MECHANICAL ROOM VERIFY IN FIELD FOR EXACT LOCATION. PROVIDE NEW EARTHQUAKE VALVE (EQV) WITH REDUCER ANCHOR TO BLDG WALL (SEE DETAIL # 7/P5.01)
28. PROVIDE 3" FLOOR DRAIN WITH TRAP PRIMER CONNECTION AND ACCESS PANEL (SEE DETAIL # 4/P5.02)
29. POC. PROVIDE 2" VENT ABOVE CEILING AND CONNECT TO (E) 2" VENT APPROXIMATE LOCATION (VERIFY EXACT LOCATION IN FIELD)
30. POC. PROVIDE 4" WASTE BEL FLOOR AND CONNECT TO (E) 4" WASTE LINE AT APPROXIMATE LOCATION (VERIFY EXACT LOCATION IN FIELD)
31. 3" SD & CO (880 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE
32. 3" SD & CO (870 SQ.FT.) FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE
33. RUN 3" CO ON EXTERIOR WALL
34. TIE 3" SD INTO (E) SD DOWNSPOUT
35. POC. 2" CW TO EXISTING 4" FIRE MAIN REFER TO FIRE PROTECTION PLANS FOR EXACT LOCTION OF THE (E) 4" FIRE MAIN (VERIFY EXACT LOCATION IN FIELD)
36. 3" SD & CO FROM ROOF CAST IRON HUBLESS OFFSET BELOW ROOF @ 1% SLOPE

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Agency Approval FILE NO. 56-116

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AC ____ FLS ____ SS ____
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NUMBER	ISSUE	DATE
27	RFI 172 REVISED BLDPSHEET TO RFI 12	9/30/2011 CH/SCHP

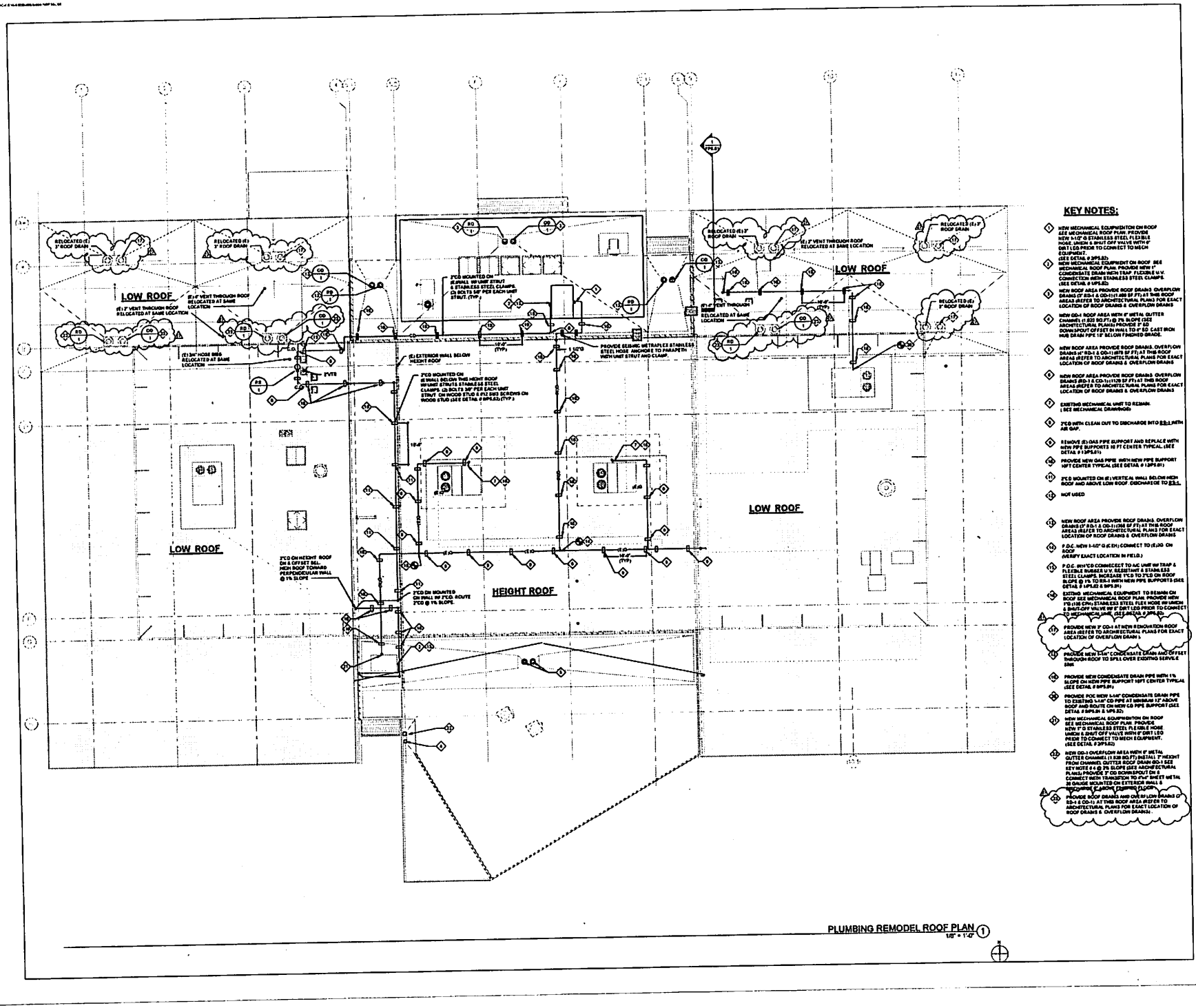
REVISIONS

DATE	10/10/2010
JOB NUMBER	1101-02
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
PLUMBING REMODEL FLOOR PLAN

SHEET
P2.11



PLUMBING REMODEL ROOF PLAN (1)
1/8" = 1'-0"

KEY NOTES:

1. NEW MECHANICAL EQUIPMENT ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1-1/2" Ø STAINLESS STEEL FLEXIBLE HOSE, UNION & SHUT OFF VALVE WITH 6" DIST LEG PRIOR TO CONNECT TO MECH EQUIPMENT. (SEE DETAIL # 3/P5.E2)
2. NEW MECHANICAL EQUIPMENT ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1" CONDENSATE DRAIN WITH TRAP FLEXIBLE U.V. CONNECTION WITH STAINLESS STEEL CLAMPS. (SEE DETAIL # 1/P5.E2)
3. NEW ROOF AREA PROVIDE ROOF DRAINS OVERFLOW DRAINS (7" RD-1 & OD-1) (1,486 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
4. NEW OD-1 ROOF AREA WITH 6" METAL GUTTER CHANNEL (1,820 SQ.FT) @ 2% SLOPE (SEE ARCHITECTURAL PLAN). PROVIDE 3" SQ DOWNSPOUT OFFSET IN WALL TO 4" SD CAST IRON HUB DRAIN PIPE 18" BELOW FINISHED GRADE.
5. NEW ROOF AREA PROVIDE ROOF DRAINS, OVERFLOW DRAINS (4" RD-1 & OD-1) (978 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
6. NEW ROOF AREA PROVIDE ROOF DRAINS OVERFLOW DRAINS (RD-1 & OD-1) (1,120 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
7. EXISTING MECHANICAL UNIT TO REMAIN. (SEE MECHANICAL DRAWINGS)
8. 2"CO WITH CLEAN OUT TO DISCHARGE INTO RS-1 WITH AIR GAP.
9. REMOVE (E) GAS PIPE SUPPORT AND REPLACE WITH NEW PIPE SUPPORTS 10 FT CENTER TYPICAL. (SEE DETAIL # 1/P5.E1)
10. PROVIDE NEW GAS PIPE WITH NEW PIPE SUPPORT 10FT CENTER TYPICAL (SEE DETAIL # 1/P5.E1)
11. 2"CO MOUNTED ON (E) VERTICAL WALL BELOW HIGH ROOF AND ABOVE LOW ROOF. DISCHARGE TO RS-1.
12. NOT USED
13. NEW ROOF AREA PROVIDE ROOF DRAINS, OVERFLOW DRAINS (7" RD-1 & OD-1) (356 SF FT) AT THIS ROOF AREAS (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS
14. P.O.C. NEW 1-1/2" Ø (E.CH) CONNECT TO (E)JG ON ROOF (VERIFY EXACT LOCATION IN FIELD.)
15. P.O.C. NEW 1"CO CONNECCT TO A/C UNIT W/ TRAP & FLEXIBLE RUBBER U.V. RESISTANT & STAINLESS STEEL CLAMPS. INCREASE 1"CO TO 2"CO ON ROOF SLOPE @ 1% TO RS-1 WITH NEW PIPE SUPPORTS (SEE DETAIL # 1/P5.E2 & 5/P5.E1)
16. EXISTING MECHANICAL EQUIPMENT TO REMAIN ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1"Ø (1/8 CPM) STAINLESS STEEL FLEX HOSE W/ UNION & SHUT-OFF VALVE W/ 6" DIST LEG PRIOR TO CONNECT TO MECHANICAL UNIT. (SEE DETAIL # 3/P5.E2)
17. PROVIDE NEW 2" CO-1 AT NEW RENOVATION ROOF AREA (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF OVERFLOW DRAIN.)
18. PROVIDE NEW 1-1/4" CONDENSATE DRAIN AND OFFSET THROUGH ROOF TO SPILL OVER EXISTING SERVICE SINK
19. PROVIDE NEW CONDENSATE DRAIN PIPE WITH 1% SLOPE ON NEW PIPE SUPPORT 10FT CENTER TYPICAL (SEE DETAIL # 5/P5.E1)
20. PROVIDE POC NEW 1-1/4" CONDENSATE DRAIN PIPE TO EXISTING 1-1/4" CO PIPE AT MINIMUM 12" ABOVE ROOF AND ROUTE ON NEW CO PIPE SUPPORT (SEE DETAIL # 5/P5.E1 & 1/P5.E2)
21. NEW MECHANICAL EQUIPMENTON ON ROOF SEE MECHANICAL ROOF PLAN. PROVIDE NEW 1" Ø STAINLESS STEEL FLEXIBLE HOSE UNION & SHUT OFF VALVE WITH 6" DIST LEG PRIOR TO CONNECT TO MECH EQUIPMENT. (SEE DETAIL # 3/P5.E2)
22. NEW OD-1 OVERFLOW AREA WITH 6" METAL GUTTER CHANNEL (1,820 SQ.FT) INSTALL 7" HEIGHT FROM CHANNEL GUTTER ROOF DRAIN (RD-1 SEE KEY NOTE 4 & @ 2% SLOPE (SEE ARCHITECTURAL PLAN). PROVIDE 3" CO DOWNSPOUT ON A CONNECT WITH TRANSITION TO 4"x4" SHEET METAL 20 GAUGE MOUNTED ON EXTERIOR WALL & REQUIRING FLASHING COLLAR.
23. PROVIDE ROOF DRAINS AND OVERFLOW DRAINS (7" RD-1 & OD-1) AT THIS ROOF AREA (REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ROOF DRAINS & OVERFLOW DRAINS.

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Agency Approval — FILE NO. 56-H6

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NUMBER	ISSUE	DATE
23	RR 172	9/30/021

REVISIONS

DATE	10/01/2002
JOB NUMBER	1105-02
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
PLUMBING REMODEL ROOF PLAN

SHEET
P2.12

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

Additional Work Authorization

Subcontractor Cost Proposal

Royal High School

COR #05 R4

Company Name	Trade/ Description	Date
CROSBY PLUMBING, Inc.	PLUMBING	11/18/2021

WORK DESCRIPTION:

Subcontractor Labor Costs: (Attach additional forms or Information as required)

Description of work	No. of Workers	Hours	Rate	Ext. Costs
Per PR 2 R1, RFI 135	1 Forman	35	$ 108.53	$ 3,798.55
	2 Plumber	70	$ 99.30	$ 13,902.00
Furnish and install piping for roof drains	1 Laborer	70	$ 74.41	$ 5,208.70
and overflow drains with seismic loops	1 Operator		$ 98.11	$ -
at the building separations				
NOTE: The roof drains and overflow drains				
and their installation are not included in				
this price. They are to be done on T&M				
basis per Steve/District				
			SUBTOTAL:	$ 22,909.25

Subcontractor Material And equipment Costs: (Attach supporting invoices)

Item Description	Quantity	Unit Costs	Ext. Costs
3" CI pipe	700	$ 8.95	$ 6,265.00
3" Fittings	125	$ 26.85	$ 3,356.25
3" No hub couplings	300	$ 13.64	$ 4,092.00
3" hangers and supports	250	$ 16.52	$ 4,130.00
Scissor lift (per day)	10	$ 118.00	$ 1,180.00
Zurn Z-199-DC-VP	4	$ 1,124.00	$ 4,496.00
Core drills	8	$ 215.00	$ 1,720.00
X- ray	1	$ 985.00	$ 985.00
		Subtotal	$ 26,224.25
		Tax	$ 2,753.55
		Total Mat.	$ 28,977.80
	L & M Sub-total		$ 51,887.05
	15% OH&P		$ 7,783.06
	Subcontractor Total Costs:		**$ 59,670.10**

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DITTEMORE INSULATION CONTRACTORS, INC.
805 E. Cerritos Ave, Anaheim, CA 92805 / Ph: 714-289-7095 / Fax: 714-771-0230
Commercial & Industrial LIC.#750723 www.dittemore.net

Proposal:
The Nazerian Group

Project:
Royal HS MPR Renovation
875 Cochran Street
Simi Valley, Ca 93065

Change Order #1 Per Proposal Request 2, R1.

1. Install R-30 FSK faced fiberglass batts pinned at underside of roof in place of rigid.

Material: R-30 FSK and Pins/Glue	$12,640.25
Labor: 160 Hours @ $82.22	$13,155.20
Sub-total:	$25,795.45
O+P 10%	$2,579.55
Total:	**$28,375.00**

DIR Registration #1000001566

PAYMENT FOR WORK DUE UPON COMPLETION UNLESS OTHERWISE AGREED UPON IN WRITING
THIS BID BECOMES INVALID 30 DAYS FROM DATE OF PROPOSAL UNLESS OTHERWISE STATED ABOVE

Date: 10-29-21 Date Accepted: _____

Price: As noted above

Estimator: David Serdinsky david@dittemore.net Accepted By: _____

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

Change Order Request

C.O.R. # **20151-0002**

G.C. # RFI 2

Date: 9/15/2021

Project Name: 20151 / ROYAL HS MPR RENOVATION

Project #: 20151

To: The Nazerian Group
Attn:
16200 Ventura Blvd.
Suite 226
Encino, CA 91435

Phone: (818) 990-5115 **Fax:** (818) 986-1448

From: Best Contracting Services, Inc.
Randy Ayala
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Per RFI#2, Best to inatall 1/4" Dens Deck prime over metal deck at east and West Roofs

Change Order Price $17,469.32

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Randy Ayala
Author

9/15/2021
Date Sent

☐ Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request

BEST Contracting Services INCORPORATED
Specializing in the Building Envelope

C.O.R. # **20151-0002**
G.C. # RFI 2
Date: 9/15/2021

Project Name: 20151 / ROYAL HS MPR RENOVATION

Project #: 20151

Labor

Labor Type	Man Hrs	$/Hr	Burden	Fringe	TotalTax	Total Labor
Roofer Journeyman	64.00	$74.02	$0.00	$0.00	$0.00	$4,737.28
				Sub Total	**$0.00**	**$4,737.28**
				Grand Total	**$0.00**	**$4,737.28**

Materials

Materials	Quantity	Cost	TotalTax	Total Materials
1/4" dens deck / SQ	60.00	$61.50	$378.23	$4,068.23
Adhesive 2163 / EA	15.00	$220.00	$338.25	$3,638.25
Fastener and plates / EA	4.00	$475.50	$194.95	$2,096.95
		Sub Total	**$911.43**	**$9,803.43**
		Grand Total	**$911.43**	**$9,803.43**

Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
42' fork lift / Day	1.00	$650.00	$0.00	$650.00
		Sub Total	**0.00**	**$650.00**
		Grand Total	**0.00**	**$650.00**

Total	**$15,190.71**
Overhead	**$1,519.07**
Profit	**$759.54**
Total	**$17,469.32**

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c.a. buchen corp.
9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654
CONTRACTORS LIC #209850
DIR #1000004833

To Nazerian

Regarding project: Royal HS

At *Steve Tanijian*

Job#: SE-A492
Date: 9/13/2021

Request for Change Order # 13

Added roof drains East and West Roof Per. PR #2,R1 (4) Locations

1		***Project Engineering***	-	hr @	$ 80.00			$0
2		***Field measure***		hr @	$ 80.00			$0
3		***Detailing***	3	hr @	$ 95.00			$285
4		***Shop labor***	8	hr @	$ 86.00			$688
5	***Ironworker***	***Foreman Standard***	8	hr @	$ 111.00			$888
		Overtime		hr @	$ 142.00			$0
		Double time		hr @	$ 170.00			$0
	Journeyman	***Standrad***	24	hr @	$ 106.00			$2,544
		Overtime		hr @	$ 133.00			$0
		Double time		hr @	$ 166.00			$0
7	***Materials:***	HSS 4x4			$ -			$0
8		1/4" cap plates			$ -			$0
9		Bent Plates						$0
10		Angles	lot		$ 1.00			$685
11		***Galvanizing***			$ 1.00	/lb		$0
		Primer			$ 1.00	/lb		$0
12	***Buy outs:***	Cane Bolts			$ -			$0
13		Casters			$ -			$0
14		Hinges			$ -			$0
15		Deck			$ -			$0
16		Mesh Panels			$ -			$0
17		***Delivery&Pickup***		round trip	$ 320.00			$0
		Semi Delivery		round trip	$1,100.00			$0
18		***Scanning Rebar***			$ -			$0
19		***33 Ton Crane in/out***			$ -	vary per crane size		$0
20		***Man lift***	-		$ -	varies		$0
21		***8K - Fork lift***	-	day @	$ 300.00	plus delivery		$0
22	***Field equip:***	*Stick weld*		hr @	$ 20.00	(250cc)		$0
23		*Innershield*		hr @	$ 25.00	(300- 400cc)		$0
24		*F.P. inshield*		hr @	$ 25.00	(650cc)		$0
25		*Snap off gun*		hr @	$ 80.00			$0
26		*Working field truck w/tools*		hr @	$ 25.00	Field equip & Rigging		$0
27		*Air compressor*		day @	$ 100.00			$0
28		*Burning outfit*		day @	$ 105.00			$0
29		*Special equipment*		hr @	$ 9.00	Air-arc		$0
30		*Special equipment*		day @	$ 70.00	Fire blanket shield		$0
							Subtotal	$5,090
		Tax on materials & galvanizing (9.5%)						$65
		Profit & Overhead			15%			$773
						Total this change order		**$5,928**

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

9/8/2021

GENERAL CONTRACTORS INC.

Contractor: The Nazeian Group
Attention: David Pegg
Project: Royal High School MPR Building Project
Date:9/7/2021
Description: Demolition of remainder of lightweight concrete from East and West existing Roof.

COP:
QUOTE

TRADE	Straight	Time 1/2	Double time Hours		Total
Project Manager	$ 125.00	$ 187.50	$ 250.00	0	$ -
Superintendent	$ 110.00	$ 165.00	$ 220.00	0	$ -
Administration	$ 75.00	$ 112.50	$ 150.00	0	$ -
Carpenter Foreman	$ 96.83	$ 115.70	$ 141.18	0	$ -
Carpenter Journeyman	$ 97.06	$ 115.70	$ 141.18	0	$ -
Labor Foreman	$ 88.50	$ 103.35	$ 124.81	40	$ 3,539.99
Labor Journeyman	$ 81.90	$ 103.35	$ 124.81	0	$ -
Operator Journeyman	$ 105.24	$ 133.70	$ 162.16	0	$ -
Electrcian Foreman	$ 115.35	$ 138.27	$ 167.79	0	$ -
Electrcian Journeyman	$ 108.75	$ 138.27	$ 167.79	0	$ -
Ironworker Foreman	$ 112.47	$ 132.37	$ 158.87	0	$ -
Ironworker Journeyman	$ 105.87	$ 132.37	$ 158.87	0	$ -
Mason Foreman	$ 101.40	$ 111.22	$ 134.18	0	$ -
Mason Journeyman	$ 88.26	$ 111.22	$ 134.18	0	$ -
LABOR TOTAL					$3,539.99

MATERIALS	Units	Cost	Total
N/A	0.0 Yards	$ -	$ -
N/A	0.0 Case	$ -	$ -
N/A	0.0 Ton(s)	$ -	$ -
N/A	0.0 Load(s)	$ -	$ -
N/A	0.0 EA	$ -	$ -
TOTAL MATERIALS			$ -

EQUIPMENT	Units		Total
Jack Hammer	2.0 Day(s)	$ 100.00	$ 200.00
N/A	0.0 Day(s)	$ -	$ -
N/A	0.0 Day(s)	$ -	$ -
N/A	0.0 Day(s)	$ -	$ -
N/A	0.0 Day(s)	$ -	$ -
TOTAL EQUIPMENT COSTS			$ 200.00

LABOR TOTAL		$ 3,539.99
MATERIAL TOTAL		$ -
EQUIPMENT		$ 200.00
SUBTOTAL		$ 3,739.99
MARKUP	15%	$ 561.00
TOTAL ADD		$ 4,300.99
INSURANCE	1%	$ 43.01
TOTAL		**$ 4,344.00**

Signed by: Garo Muradian

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Royal High School**	Date:	October 27, 2021
Project Name:	**Royal HS MPR Renovations**	**COP Number:**	45
To: *Name & Title*	Steve Tanijian (PM)	Project Number:	**X000-64-17**
From: *Contractor*	**The Nazerian Group**	Bid Number:	**20B27BX332**

Description of Work:

Furnish and Install extra work per CCD-017 and CCD-022. Please note: This price does not include any patching or unforeseen conditions that will be determined as work commences

A. Subcontractor Cost of the Work:			
Apex Fire	$130,205.29		
		Subtotal A:	$ 130,205.29
A1. GC Markup of Subcontractor Cost: (6%)			
B. Contractor Cost of the Work:			
Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -		
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ -
C. Contractor Fee: (As per General Conditions)		**Subtotal C:**	$ -
D. Total of Subcontractor and GC Cost	**Total = (A + A1 + B + C)**	**Total:**	$ 130,205.29
E. GC Bond Rate (1.5%)			$ 1,953.08
F. GC Insurance Rate (2%)			$ 39.06
G. Total COP Cost			$ 132,197.43

☑ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** [ ] **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

Steve Tanijian	Steve Tanijian, Project Manager	October 27th, 2021
Contractor's Signature:	Printed Name & Title	Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DSA **140**

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☑ No ☐)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 022	Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Simi Valley USD	DSA File Number: 56 H6
Project Name/School: Royal High School	DSA Application Number 03 118787

3. APPLICANT INFORMATION:

Date Submitted: 09/13/21	Attached Pages? No ☐ Yes ☑ Number of pages? 11		
Firm Name: Architecture for Education	Contact Name: Vanessa Peltier		
Work Email: vpeltier@architecture4e.com	Work Phone: (562) 537-7843		
Firm Address: 41 N Fair Oaks Ave	City: Pasadena	State: CA	Zip Code: 91103

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction. ☐ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Rachel Adams

Professional License Number: C32429 | Discipline: Architect

Design Professional In General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals*, and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

After demolition, it became apparent that the existing structure is not protected as required for a type IIA building. It is better and cheaper to sprinkle the entire building which allows us to analyze the building as a type IIB. This CCD revises the code analysis and adds sprinklers to the entire building.

List of DSA-approved drawings affected by this post-approval document:

DSA USE ONLY

SSS LZ Date 9/27/2021 ☒ Approved ☐ Disapproved ☐ Not Required

Comments: _____

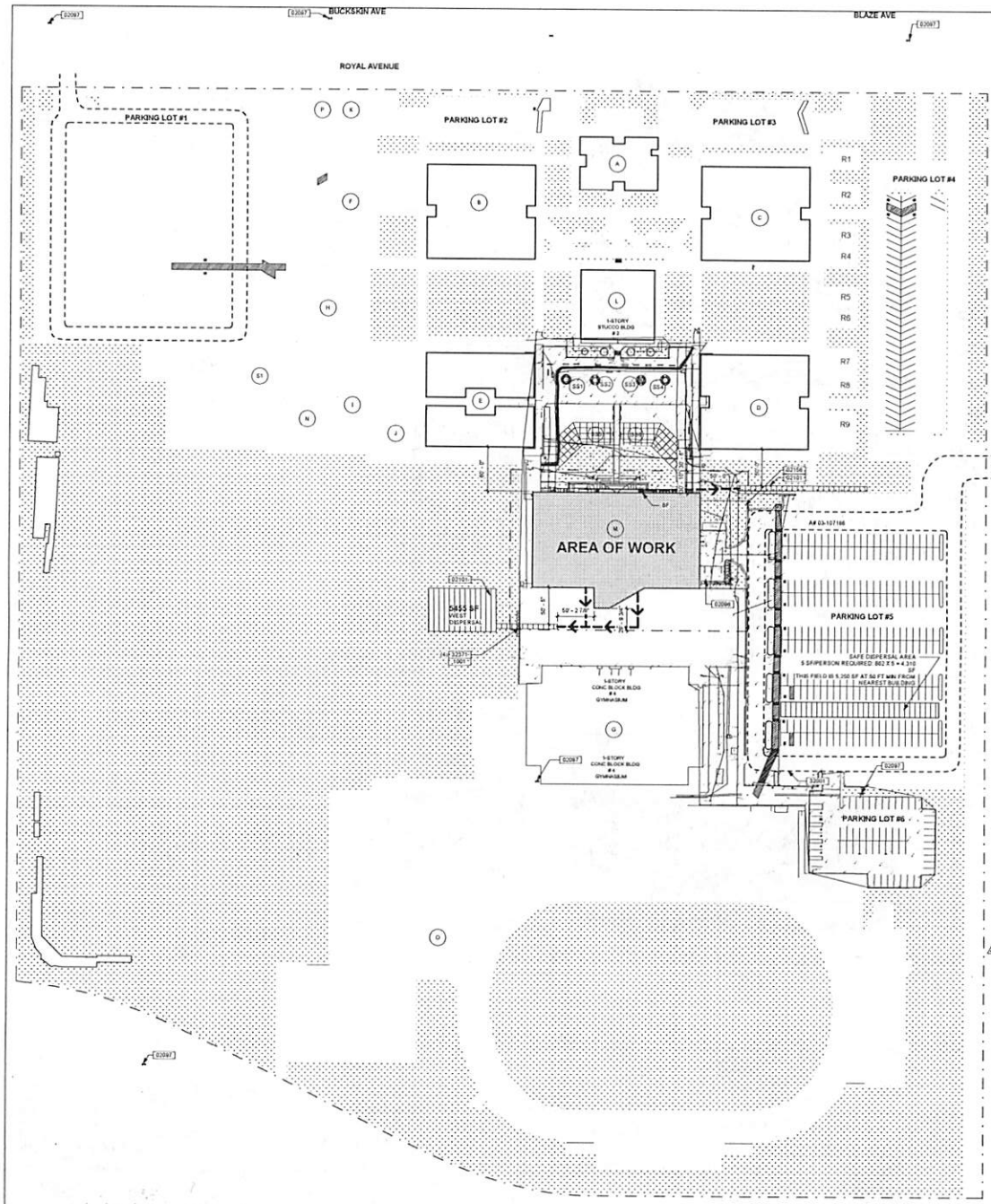
FLS Zara Mosavat Date 09/23/2021 ☐ Approved ☐ Disapproved ☐ Not Required

Comments: _____

ACS _____ Date _____ ☐ Approved ☐ Disapproved ☐ Not Required

Comments: _____

Returned	DSA STAMP
Date:	APPROVED DIV. OF THE STATE ARCHITECT APP: 03-118787 INC: REVIEWED FOR SS ☑ FLS ☑ ACS ☐ DATE: 09/27/2021
By:	



SITE PLAN - FIRE CODE ANALYSIS (1)
1" = 60'-0"

SITE PLAN LEGEND

SAFE DISPERSAL AREA
PLANTED AREA

EXITING LEGEND:

(E) CHAIN LINK FENCE TO REMAIN
ASSUMED PROPERTY LINE
FIRE DEPT ACCESS
(E) FIRE HYDRANT
(E) FDC
BF BACKFLOW PREVENTER PER FP DWGS

KEYNOTE LEGEND

KEY	TEXT
1001	SAFE DISPERSAL AREA SIGN
02096	EXISTING TRANSFORMER ENCLOSURE A# 27167 & A# 03-107180 - PROTECT IN PLACE
02097	EXISTING FIRE HYDRANT TO REMAIN - PROTECT IN PLACE
02101	SAFE DISPERSAL AREA
02156	(E) F.D.C.- PROTECT IN PLACE
32001	FIRE TRUCK ACCESS ROAD PER REQUIREMENTS OF DSA PL 07-03 & CFC CHAPTER 5
32371	DOUBLE PEDESTRIAN GATE WITH PANIC HARDWARE

SITE PLAN FIRE FLOW

CONSTRUCTION TYPE IIIB
BUILDING SF: 25,628
MINIMUM FF REQ: 2,250 2hrs
AVAILABLE FF: 2,542 2hrs

1.CONTRACTOR TO PROVIDE FIRE WATCH PER DSA IR F-2

2. PATH OF EGRESS ILLUMINATION PER ELECT. LIGHTING DRAWINGS

SAFE DISPERSAL ANALYSIS

PER CBC 1027.5

OF OCCUPANTS EXITING FROM BLDGM INTO CAMPUS ENCLOSURE:
BUILDING M = 1,442 1,442 = 1091 TO WEST + 281 TO EAST

WEST DISPERSAL AREA 1091 OCCS @ 5.455 S.F.

EAST DISPERSAL AREA 281 OCCS@ 1.425 S.F.

DSA 810

FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

To facilitate the Drivers of the State Architect's (DSA) fire and life safety plan review of project site conditions, DSA requires the design professional to provide the following information at time of project submittal for projects consisting of construction of a new campus, construction of new buildings, additions to existing buildings, and for site alternate design means for fire department emergency vehicle access, and fire suppression water supply.

Information associated with compliance items 1-3 below is to be provided for all project types indicated plus, information associated with items 4-7 is to be completed when an alternate means is utilized. Acknowledgement by the school district and signature from the local fire authority (LFA) is only required when an alternate design means is being requested.

Page 1 of the completed form must be merged into the fire access site plan. When an alternate design means is proposed, completed pages 1 and 2 are to be merged in the fire access site plan.

For additional information refer to the instructions at the end of this form and DSA Policy 08-01.

PROJECT INFORMATION

School District/Owner: Simi Valley Unified School District
Project Name/School: Royal HS MPR RENOVATION
Project Address: 1402 Royal Ave Simi Valley CA 93065

FIRE & LIFE SAFETY INFORMATION

		Yes	No
1.	Has a fire hydrant flow test been performed within the past 12 months? (If yes, provide a copy of the test data.)	Yes ✓	No ☐
2.	Does the fire hydrant meet fire test performed as part of this LFA review?	Yes ✓	No ☐
3.	Is the project located within a designated fire hazard severity zone as established by Cal-Fire? (If yes, indicate the hazard zone classification below)	Yes ☐	No ✓
	Refer to the following for fire hazard zone literature: www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones.php	Moderate ☐	High ☐ / Very High ☐
	Wildland interface zone (WIFZ)? (If any design items are checked, project design must meet the requirements of CBC Chapter 7A.)		WIFZ ☐

CONDITION MEANS AND METHODS RESOLUTION

		ALTERNATE ACCEPTED Yes	No	N/A	N/R
4.	Emergency vehicle access roadways do not meet CFC requirements.			X	
4a.	**Acceptable Alternate:** Emergency vehicle and personnel access as proposed by the project architect is acceptable for providing fire suppression and protection of life and property.				
5.	**Fire Hydrants:** Number and spacing does not meet CFC requirements.			X	
5a.	**Acceptable Alternate:** Number of fire hydrants and spacing as proposed by the project architect is acceptable for fire suppression and protection of life and property.				
6.	**Fire Hydrants:** Water flow and pressure are less than CFC minimum.			X	
6a.	**Acceptable Alternate:** The available flow and pressure is acceptable for providing fire suppression and protection of life and property.				
7.	Location of fire department connection(s) serving fire sprinkler systems or standpipe systems does not meet CFC requirements.			X	
7a.	**Acceptable Alternate:** The location of the department connection serving the fire sprinkler system and/or standpipe system is acceptable for providing fire suppression and protection of life and property.				

DSA 810 Rev 10-22-08 Page 1 of 4
DIVISION OF THE STATE ARCHITECT — DEPARTMENT OF GENERAL SERVICES — STATE OF CALIFORNIA

BUILDING ANALYSIS

Aa = [At + (NS x If)]

MIXED OCCUPANCY SEPARATD

BLDG NAME	# OF STORIES	CONST. TYPE	LEVEL	SPRINKLER	OCC	At (*)	NS (*)	If (*)	(Aa)TOTAL ALLOWABLE	ACTUAL AREA (SF)	OCCUPIED RATIO	ALLOWABLE HEIGHT
MPR	2	IIB	FIRST FLOOR	YES	A-1	34,000	8,500	.75	40,375	8,274	.20	75' - 0'
					A-2	38,000	15,500		45,125	2,159	.05	
					B	92,000	23,000		109,250	1,356	.01	
					E	58,000	14,500		68,875	6,812	.10	
					F-1	62,000	15,500		73,625	3,154	.04	
					M**	50,000	12,500		59,375	865	.01	
					S-2	104,000	26,000		123,500	2,370	.02	
			SECOND FLOOR	YES	E	58,000	14,500	.75	68,875	639	.01	
(40,375= [34,000 + (8,500 x .75)]									40,375	25,628	44<1	

FOOTNOTES:
At - TABULAR AREA FACTOR PER CBC TABLE 506.2
NS - TABULAR ALLOWANCE FOR NON-SPRINKLERED PER CBC TABLE 506.2
If - AREA FACTOR INCREASE PER CBC 506.3 (REFER TO CALCULATIONS BELOW)
****ACCESSORY SPACE**

AREA INCREASE

FRONTAGE INCREASE (506.3.3) IW= L1xW1 + L2 xW2 + L3xW3 + L4xW4)/P
LENGTH OF EXTERIOR WALLS
L1=10, L2=40,L3=229,L4=130, L5=84, L6=28, L7=11, L8=59, L9=81, L10=36, L11=80, L12=10
WIDTH OF PUBLIC WAY (<20')
L1=30, L2=30,L3=30,L4=30, L5=30, L6=30, L7=30, L8=30, L9=30, L10=30, L11=30, L12 =30

AMOUNT OF INCREASE (506.3.3) (If = [F/P - 0.25]/W/30
LENGTH OF EXTERIOR WALLS
L1=10, L2=40,L3=229,L4=130, L5=84, L6=28, L7=11, L8=59, L9=81, L10=36, L11=80, L12=
WIDTH OF PUBLIC WAY (<20')
L1=30, L2=30,L3=30,L4=30, L5=30, L6=30, L7=30, L8=30, L9=30, L10=30, L11=30, L12=
AMOUNT OF INCREASE
[752/752- 64]/30 = If = .75

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PASADENA, CA 91103
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626.356.3080 F
www.architecture4e.com

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE,
SIMI VALLEY CA. 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

LICENSED ARCHITECT — STATE OF CALIFORNIA

Agency Approval FILE NO.

NUMBER	ISSUE	DATE
1	CCD#03	04/13/21

REVISIONS

DATE	11/18/20
JOB NUMBER	1705-00-02
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	
KEY PLAN	

TITLE
SITE PLAN - FIRE CODE ANALYSIS

SHEET
G0.10B

KEYNOTE LEGEND

KEY	TEXT
02025	EXISTING ROOFING TO REMAIN - PROTECT IN PLACE. PATCH AND REPAIR AS REQUIRED
02071	EXISTING CEILING W/ ALL RELATED LIGHTING AND ELECTRICAL DEVICES TO REMAIN AND PROTECT IN PLACE.
07002	LINE OF NEW ROOF ABOVE
07320	HORIZONTAL SEISMIC EXPANSION JOINT & COVER - REFER TO SPECIFICATIONS
07626	ROOF DRAIN & OVERFLOW
07722	SMOKE-FIRE VENT HATCH
08070	TUBULAR SKYLIGHT, SEE 4/A9.30
09502	SUSPENDED GYPSUM BOARD CEILING - REFER TO CEILING PLANS

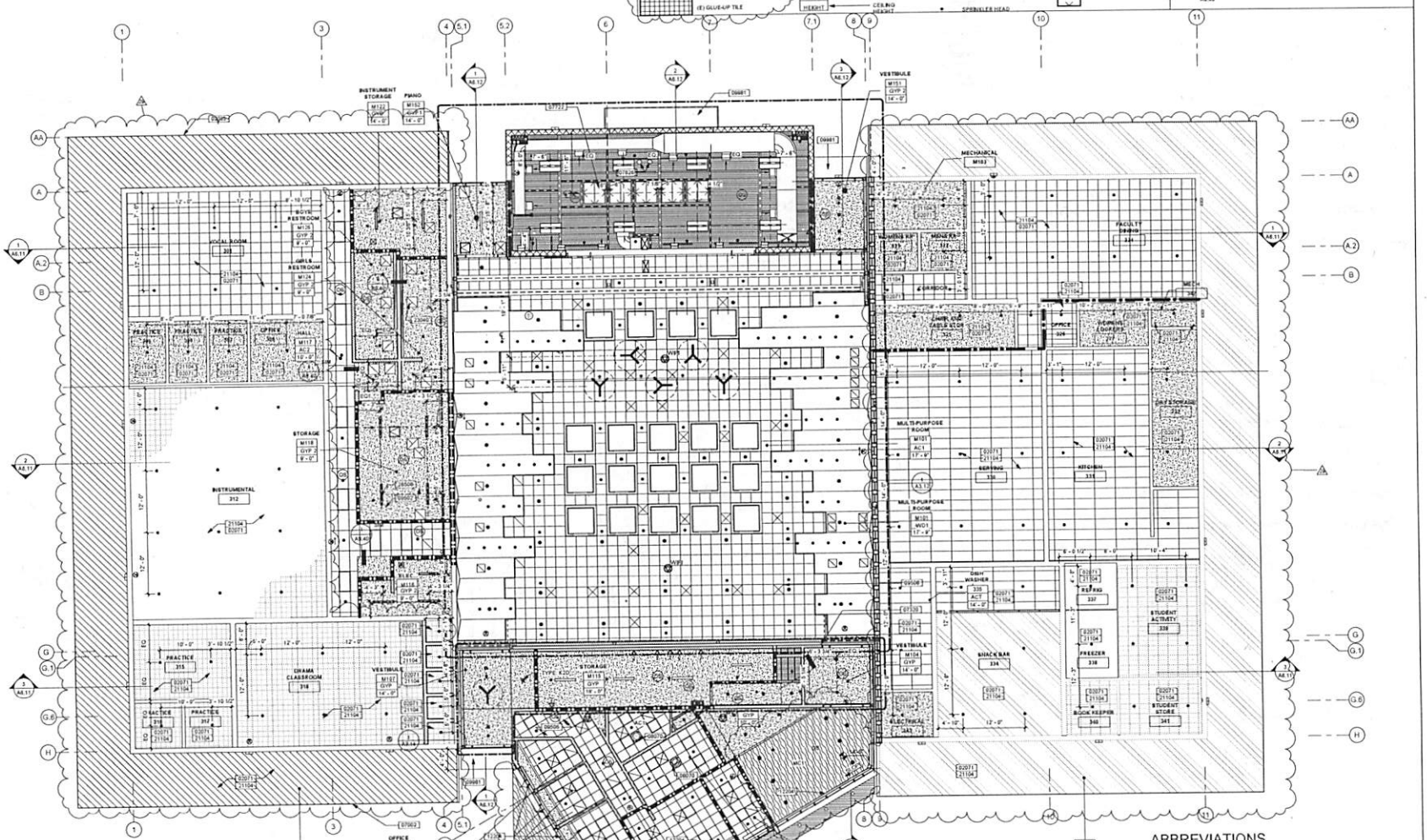
KEY	TEXT
09506	SUSPENDED 2'X2' ACOUSTIC CEILING TILE SYSTEM - SEE DETAILS AND SPECS FOR ADDITIONAL INFORMATION
09981	SEE DETAILS 3&10/A9.32 FOR FINISH INFO AT CANOPIES.
11153	PIPE GRID & STAGE LIGHTING - REFER TO THEATRICAL DRAWINGS FOR MORE INFORMATION
12204	ROLLER SHADE (122400) , SEE ENLARGED RCP.
21104	FIRE SPRINKLER - REFER TO FIRE PROTECTION DRAWINGS FOR MORE INFORMATION
23040	MECHANICAL DUCTWORK - REFER TO MECHANICAL DRAWINGS
26508	LIGHT FIXTURE PER ELECTRICAL DRAWINGS

RCP LEGEND

FRAMED GYP. BD. CEILING, SEE SHEET A9.40
(E)FRAMED GYP. BD. CEILING
SUSPENDED 2X4 ACOUSTICAL TILE SEE SHEET A9.40 AC.2
EXPOSED MTL DECK W/ EXPOSED BEAM
(E) METAL PANEL CEILING
MODULAR METAL CEILING SYSTEM MC1 (09542)
(E) GLUE-UP TILE
SUSPENDED 2X2 ACOUSTICAL TILE. SEE SHEET A9.40 AC.1
METAL EXPOSED DECK
ACCESS PANEL
SUPPLY DIFFUSER. SEE MECHANICAL DWGS.
RETURN AIR DIFFUSER. SEE MECHANICAL DWGS.
CLASSROOM — ROOM NAME
— ROOM NUMBER
TYPE — CEILING FINISH
HEIGHT — CEILING HEIGHT
2X4 LIGHT FIXTURE, RECESSED
2X2 LIGHT FIXTURE, RECESSED
LINEAR LIGHT FIXTURE, SURFACE MOUNTED
EXIT SIGN
LINEAR PERIMETER LIGHT FIXTURE, RECESSED
LARGE DECORATIVE PENDANT
DECORATIVE PENDANT
2X4 LIGHT FIXTURE, SUSPENDED
DOWNLIGHT LIGHT FIXTURE, RECESSED
SPRINKLER HEAD
SMALL PENDANT LIGHT FIXTURE
SMALL PENDANT LIGHT FIXTURE
WALL SCONE LIGHT FIXTURE, SURFACE MOUNTED
TRACK LIGHTING FIXTURE, SURFACE MOUNTED
CEILING MOUNTED OCCUPANCY SENSOR
SOLATUBE
ROOF HATCH
AUTOMATIC SMOKE HATCH

RCP GENERAL NOTES

1. CEILING PLAN DIMENSIONS ARE TO FACE OF FINISH, U.N.O.
2. "RCP" DIMENSIONS REPRESENT EQUAL DIMENSIONS WITHIN THE SAME ROOM.
3. CENTER CEILING MOUNTED DEVICES AND FIXTURES IN CEILING TILES, U.N.O.
4. SEE SHEETS A9.40 & A9.41 FOR ADDITIONAL DETAILS AND LIGHTING ATTACHMENT DETAILS.
5. ALL EXPOSED HVAC EQUIP. AND ATTACHMENTS TO BE PAINTED OR PRE-FINISHED.
6. ALL EXPOSED FIRE SPRINKLER PIPES, HANGERS AND FASTENERS TO BE PAINTED.
7. ALL EXPOSED STEEL TO BE FINISHED.
8. ALL WOOD WALL COVERINGS ARE WOOD WALL PAPER COVERINGS WITH MAX. UNIT WEIGHT OF 15 LBS PER 100 SF
9. WHERE WIRE RUNNERS INTERRUPTED BY OPENING FOR DEFLECTION ADJUST HANGER LOCATION AND ADD ADDITIONAL AS NEEDED TO COMPLY WITH A9.40



NOTE:
SEE ENLARGED CEILING PLANS FOR ACOUSTIC PANEL, THEATER LIGHTING, AND PIPE GRID LAYOUTS.

REFLECTED CEILING PLAN 1
1/8" = 1'-0"

WALL TYPE LEGEND

- EXISTING WALLS
- NEW METAL STUD WALL
- MASONRY WALL
- 1-HR OCCUPANCY SEPARATION
- 3-HR FIRE AREA SEPARATION

ABBREVIATIONS

AC2 SUSPENDED 2X4 ACOUSTICAL TILE, SEE CEILING DETAILS & SPEC SECTION 095100

AC1 SUSPENDED 2X2 ACOUSTICAL TILE, SEE CEILING DETAILS & SPEC SECTION 095100

EXP1 EXPOSED ACOUSTIC MTL DECK

EXP2 EXPOSED MTL DECK, SEE SPEC SECTION 090600 FOR FINISH

ES EXTERIOR PLASTER, SEE ELEVATION & SPEC 09 06 00 FOR FINISH

GYP1 FRAMED GYP 1 HR CEILING U.L.#505 SEE STRUCTURAL FOR JOIST INFO

GYP2 FRAMED GYP BD CEILING, SEE CEILING DETAILS & SPEC SECTION 090600 FOR FINISH

WD1 SUSPENDED GYP CEILING WITH WOOD WALL COVERING.

MC1 METAL CEILING

APPROVED
ONLY FOR THE OFFICE ARCHITECT
AYP, EDUTRUST, INC.
REVIEWED FOR
DSA ☒ FLS ☐ ACS ☐
DATE 09/27/2021

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SIMI VALLEY, CA 93065

LICENSED ARCHITECT
Kirk A. Evans
C 32429
Exp. 10/5/23
STATE OF CALIFORNIA

NUMBER	ISSUE	DATE
1	CCD#02	09/13/21

REVISIONS

DATE	11/18/09
JOB NUMBER	1709-00-02
SCALE	AS NOTED
DRAWN	–
CHECKED	–
APPROVED	
KEY PLAN	

TITLE
REFLECTED CEILING PLAN

SHEET
A3.11

DESIGN PARAMETERS

[illegible]

HANGER NOTES

HANGING OF SYSTEM PIPING SHALL BE PER NFPA 13 SECTION 9.1.

HANGERS SHALL ATTACH TO STRUCTURE PER NFPA 20. LOADS IMPOSED SHALL NOT EXCEED THE ALLOWABLE LIMITS USED. ATTACHMENT TO METAL DECK IS ONLY PERMITTED IF METAL DECK IS 20GA OR THICKER.

MAXIMUM DISTANCE BETWEEN HANGERS

THE MAXIMUM DISTANCE BETWEEN HANGERS SHALL NOT EXCEED THAT SPECIFIED IN TABLE NFPA 13 9.2.2.1(A) EXCEPT WHERE THE PROVISIONS OF NFPA 13, SECTION 9.2.4 APPLY.
TABLE 9.2.2.1(A) MAXIMUM DISTANCE BETWEEN HANGERS (FT-IN)

	3/4	1	1 1/4	1 1/2	2	2 1/2	3	3 1/2	4	5	6
STEEL PIPE EXCEPT THREADED CPVC/PVC	NR	12-0	12-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0
THREADED CPVC/PVC	NR	10-0	10-0	10-0	10-0	10-0	10-0	NR	NR	NR	NR

LOCATION OF HANGERS ON BRANCH LINES

THERE SHALL BE NOT LESS THAN ONE HANGER FOR EACH SECTION OF PIPE, EXCEPT WHERE SPRINKLERS AND MULTIPLE PIPE FITTINGS ARE SPACED LESS THAN 8 FT THE APART. HANGERS SHALL BE SPACED UP TO A MAXIMUM OF 12 FT. HANGERS ARE NOT REQUIRED WHERE BRANCH LINES STARTER LENGTHS ARE LESS THAN 8 FT. UNLESS ON THE END LINE OF A BIDE FEED SYSTEM OR WHERE AN INTERMEDIATE CROSS MAIN HANGER HAS BEEN OMITTED.

UNSUPPORTED LINE PIPE LENGTH

THE UNSUPPORTED LENGTH BETWEE EN THE END SPRINKLER AND THE LAST HANGER ON THE LINE SHALL NOT BE GREATER THEN 36 INCHES FOR 1 INCH PIPE, 48 INCH FOR 1 1/4 INCH PIPE, AND 60 INCHES FOR 1 1/2 INCH OR LARGER PIPE. WHERE THE LIMITS ARE EXCEEDED THE PIPE SHALL BE EXTENDED BEYOND THE END SPRINKLER AND SHALL BE SUPPORTED BY ADDITIONAL HANGER.

UNSUPPORTED ARMOVER LENGTH

THE CUMULATIVE HORIZONTAL LENGTH OF AN UNSUPPORTED ARMOVER TO A SPRINKLER. SPRINKLER DROP OR SPRIG SHALL NOT EXCEED 24 INCHES FOR STEEL PIPE.

LOCATION OF HANGERS ON MAINS

LOCATION OF HANGERS ON MAINS SHALL COMPLY WITH NFPA 13, SECTION 9.3.4 AND SHALL BE PER PLANS. FOR STEEL PIPE CROSS MAINS A HANGER CAN BE INSTALLED BETWEEN EVERY TWO BRANCH LINES OR ALTERNATIVELY ON EACH BRANCHLINE AS NEAR AS POSSIBLE TO THE CROSS MAIN. WHILE OMITTING ONE INTERMEDIATE CROSS MAIN HANGER IN EACH BAY. THE OPTION TO OMIT THE INTERMEDIATE CROSS MAIN HANGER APPLIES TO THE LAST PIECE OF CROSS MAIN ONLY IF THE MAIN IS EXTENDED TO THE NEXT FRAMING MEMBER AND A HANGER IS INSTALLED AT THAT POINT.

END OF LINE RESTRAINT

1. WIRE USED FOR RESTRAINT PER DETAIL FP FP-01 SHALL BE LOCATED WITHIN 2 FT OF A HANGER. THE HANGER CLOSEST TO A RESTRAINT SHALL HAVE A BURGE RESTRAINER TO BE BEST UPWARD MOVEMENT OF THE BRANCHLINE.
   BRANCHLINE SHALL BE RESTRAINED AT

   PER NFPA 13 TABLE 9.3.5.2 ..... CP= 1.61

   Δ=2.100g

   20' FOR 1" PIPE
   27' FOR 1 1/4" PIPE
   30' FOR 1 1/2" PIPE
   31' FOR 2" PIPE
2. THE END SPRINKLER ON A LINE SHALL BE RESTRAINED AGAINST EXCESSIVE VERTICAL AND LATERAL MOVEMENT.
3. SPRIGS 4 FT. OR LONGER SHALL BE RESTRAINED AGAINST LATERAL MOVEMENT.
4. BRACES AND RESTRAINTS SHALL NOT OBSTRUCT SPRINKLERS.
5. WHEN THE MAXIMUM STATIC OR FLOWING PRESSURE AT THE SPRINKLER EXCEEDS 100 PSI BRANCH LINES ABOVE THE CEILING WHICH SUPPLIES SPRINKLERS 3 IN A PENDENT POSITION BELOW THE CEILING, THE HANGER ASSEMBLY SUPPORTING THE PIPE SUPPLYING AN END SPRINKLER IN A PENDENT POSITION SHALL BE OF A TYPE THAT PREVENTS UPWARD MOVEMENT OF THE PIPE.
6. HANGER SUPPORTING 1" ARMOVER LONGER THAT 12 INCHES, THE HANGER CLOSEST TO THE SPRINKLER SHALL BE OF A TYPE THAT PREVENTS UPWARD MOVEMENT OF THE PIPING.

SWAY BRACING NOTES

1. SEISMICALLY BRACE ALL REQUIRED PIPING IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 13 CURRENT EDITION.
2. SWAY BRACING SIZE, LOCATION, SPACING AND CONNECTIONS SHALL BE IN ACCORDANCE WITH NFPA 13, SECTION 9.3.5. AND ON THIS APPROVED PLAN. SEE DETAILS FOR SPACING, BRACE TYPE, AND ATTACHMENT METHODS.
3. LATERAL SWAY BRACING MAY BE OMITTED WHERE ROD TYPE HANGERS DO NOT EXCEED 6" IN OVERALL LENGTH ACCORDANCE WITH NFPA 13, SECTION 9.3.5.8.10
4. SWAY BRACING SHALL BE REQUIRED ON ALL FEED AND CROSS MAINS REGARDLESS OF SIZE AND ON ALL BRANCH LINES AND PIPING WITH A DIAMETER OF 2 1/2" AND LARGER.
5. LATERAL SWAY BRACES SHALL BE ABLE TO ACT AS LONGITUDINAL BRACES IF THEY ARE LOCATED WITH 24 INCHES ON THE CENTERLINE OF THE PIPING BRACED.
6. BRACES AND RESTRAINTS SHALL NOT OBSTRUCT SPRINKLERS

MATERIAL

1. ALL DEVICES AND EQUIPMENT SHALL BE NEW, U.L. LISTED AND OR F.M. APPROVED FOR FIRE SPRINKLER APPLICATION.
2. ALL MATERIAL SHALL BE PROTECTED FROM DAMAGE WHILE STORED ON SITE.
3. MAIN PIPE FEED MAINS AND RISERS SHALL BE SCHEDULE 40 BLACK STEEL PIPE.
   a. ALL MAIN OUTLETS SHALL BE U.L. LISTED WELDED.
   b. ALL MAIN FITTINGS SHALL BE GROOVED.
   c. ALL MAIN COUPLINGS SHALL BE GROOVED.
   d. FLEXIBLE COUPLINGS SHALL BE INSTALLED ON THE SYSTEM PIPING PER NFPA 13, SECTION 6.3.2. COUPLINGS.
4. BRANCH LINE (2" NOMINAL DIAMETER AND UNDER) BRANCHLINE PIPING SHALL BE SCHEDULE 40 BLACK STEEL.
5. ALL EXPOSED UNDER CEILING PIPING SHALL BE PAINTED TO MATCH THE BACKGROUND.
6. ALL WELD PIPE SHALL BE MADE AVAILABLE FOR INSPECTION BY THE SERVICE FIRE DEPARTMENT BEFORE START OF INSTALLATION. CERTIFIED WELDER SHALL PROVIDE LOJ STAMP ON EACH WELD.
7. ALL PIPE HANGERS SHALL BE IN ACCORDANCE WITH NFPA 13, SECTION 5.3 AND UL LISTED.
8. IDENTIFICATION SIGNS SHALL BE PROVIDED FOR EACH LOCAL ALARM BELL, CONTROL VALVE, TEST AND DRAIN VALVE, MAIN AUXILIARY DRAINS AND FIRE DEPARTMENT CONNECTION. ALL SIGNS SHALL BE METAL.

FIELD TESTING AND FLUSHING

1. OVERHEAD SYSTEM HYDROSTATIC TEST @ 200 PSI FOR 2 HOURS.
2. UNDERGROUND SYSTEM INSTALLED, FLUSHED AND TESTED BY OTHERS.
3. BUILDING SPRINKLER SYSTEM SHALL NOT BE CONNECTED TO THE SITE UNDERGROUND MAIN UNTIL THE SITE PIPING HAS BEEN FLUSHED AND TESTED PER NFPA 24.
4. PROVIDE INSPECTION AND HYDROSTATIC TEST CERTIFICATE AND SUBMIT THE CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR LIGHT GAUGE PIPING

PROJECT DESCRIPTION

PROJECT DESCRIPTION
TO UPGRADE THE EXISTING MPR BUILDING FIRE PROTECTION SYSTEM AND FIRE RISER BASED ON TYPE 5B CONSTRUCTION.

FIRE SPRINKLER SYSTEM DESCRIPTION

SCOPE OF WORK
PROVIDE DESCRIPTION: RENOVATION & UPGRADE OF COMPLETE WET PIPE FIRE PROTECTION SYSTEM INCLUDING NEW RISER FOR THE MPR BUILDING RENOVATION PROJECT. THE MPR BUILDING SHALL BE TYPE 5B CONSTRUCTION AND HAVE A FULLY SPRINKLERED DESIGN PER APPLICABLE CODES AND STANDARDS LISTED ON THIS SHEET.

APPLICABLE CODES & STANDARDS

- 2016 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 1
- 2016 CALIFORNIA BUILDING CODE (CBC) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 2 (2012 INTERNATIONAL BUILDING CODE (IBC) INCALIFORNIA AMENDMENTS)
- 2016 CALIFORNIA ELECTRICAL CODE (CEC) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 3 (2014 NATIONAL ELECTRICAL CODE (NEC) INCALIFORNIA AMENDMENTS)
- 2016 CALIFORNIA MECHANICAL CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 4 (2015 UNIFORM MECHANICAL CODE (UMC) INCALIFORNIA AMENDMENTS)
- 2016 CALIFORNIA PLUMBING CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 5 (2015 UNIFORM PLUMBING CODE (UPC) INCALIFORNIA AMENDMENTS)
- 2016 CALIFORNIA ENERGY EFFICIENCY STANDARDS CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 6
- 2016 CALIFORNIA FIRE CODE (CFC) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 9 (2015 INTERNATIONAL FIRE CODE (IFC) INCALIFORNIA AMENDMENTS)
- 2016 CALIFORNIA REFERENCED STANDARDS CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 12
- AMERICANS WITH DISABILITIES ACT (ADA) TITLE II - ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAG) 1990 STATE FIRE MARSHAL REGULATIONS AND AMENDMENTS TO DATE
  - CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, CALIFORNIA STATE ACCESSIBILITY STANDARDS CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 19
- 2016 NFPA 13
- 2016 NFPA 14

DSA FIRE NOTES

1. A FIRE WATCH SHALL BE IMPOSED ON CAMPUS WHEN ANY EXISTING CAMPUS FIRE ALARM AND/OR AUTOMATIC FIRE SPRINKLER SYSTEM IS IMPAIRED. FIRE WATCH PERSONNEL SHALL BE PROVIDED WITH AT LEAST ONE APPROVED MEANS FOR NOTIFICATION OF THE FIRE DEPARTMENT AND THEIR SOLE DUTY SHALL BE TO PERFORM CONSTANT PATROL AND WATCH FOR THE OCCURRENCE OF FIRE. CFC CHP. 32

SUPPORT OF RISERS

1. RISER SHALL BE SUPPORTED BY RISER CLAMPS OR BY HANGERS LOCATED ON THE HORIZONTAL CONNECTIONS WITHIN 24 INCHES OF THE CENTERLINE OF THE RISER.
2. RISER CLAMPS ANCHORED TO WALLS USING HANGER RODS IN THE HORIZONTAL POSITION SHALL NOT BE PERMITTED TO VERTICALLY SUPPORT RISERS.
3. SUPPORTS ABOVE THE LOWEST LEVEL SHALL ALSO RESTRAIN THE PIPE TO PREVENT MOVEMENT BY AN UPWARD THRUST WHERE FLEXIBLE FITTINGS ARE USED.
4. WHERE RISERS ARE SUPPORTED FROM THE GROUND, THE GROUND SUPPORT SHALL CONSTITUTE THE FIRST LEVEL OF RISER SUPPORT.
5. DISTANCE BETWEEN SUPPORTS FOR RISERS SHALL NOT EXCEED 25 FT.

FIRE PROTECTION NOTES

1. POINT OF CONNECTION IS 200 INCHES ABOVE FINISH BLAB. ALL UNDERGROUND AND AND BACKFLOW DEVICE ARE BY OTHERS.
2. ALL FIRE PROTECTION SYSTEMS WORK SHALL BE BY UNDER A LICENSED C16 CONTRACTOR.
3. ALL WORK AND MATERIAL SHALL COMPLY WITH THE LATEST. CALIFORNIA BUILDING CODE, CALIFORNIA FIRE CODES, NFPA 13, 24, 25, 72, 73, AND 101. CALIFORNIA STATE FIRE MARSHAL, AND APPLICABLE LOCAL CODES, AMENDMENTS AND REQUIREMENTS.
4. THE FIRE PROTECTION SYSTEMS SHALL BE DESIGNED TO MEET OWNER'S INSURANCE COMPANY STANDARDS WHERE APPLICABLE. THE MORE STRINGENT OF THE OWNER'S INSURANCE UNDERWRITER'S DESIGN CRITERIA AND THE NFPA STANDARDS SHALL BE USED.
5. ALL BUILDING AREAS SHALL BE FULLY SPRINKLERED INCLUDING CANOPIES, WALKWAYS OR AND BUILDING PROJECTION OVER 48 INCHES.
6. ALL ACCESSIBLE COMBUSTIBLE CONCEALED SPACES SHALL BE FULLY PROTECTED BY THE SPRINKLER SYSTEM
7. THE ENTIRE SYSTEM SHALL BE HYDRAULICALLY CALCULATED.
8. THE INSTALLATION OF THE SEISMIC BRACING FOR THE FIRE SPRINKLER SYSTEM SHALL BE SUBJECT TO THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION.
9. THERE SHALL BE NO SPRINKLER PIPING THAT PASSES BELOW ANY DEVIGHT, ROOF HATCH OR CLERESTORY THAT MAY BE SEEN FROM BELOW.
10. ALL PIPES SHALL BE LOCATED AS HIGH AS POSSIBLE AND SHALL HAVE THEIR ROUTING FULLY COORDINATED WITH THE MECHANICAL CONTRACTOR AND ALL OTHER TRADES.
11. REFER TO THE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF PARTITIONS, SUSPENDED CEILINGS, SOFFITS ETC.
12. THE SPRINKLER HEADS SHALL BE INSTALLED APPROXIMATE AS INDICATED ON THE PIPING PLAN OR THE DRAWINGS, BUT NOT LIMITED TO, COORDINATE WITH ARCHITECTURAL REFLECTING AND SPECIAL STAGE LIGHTING CONSULTANT REQUIREMENTS.
13. SPRINKLER HEADS SHALL BE QUICK-RESPONSE UL LISTED, AND FM APPROVED.
14. SPRINKLER HEADS LOCATED IN ACOUSTICAL TILE CEILINGS SHALL BE INSTALLED IN THE CENTER OF THE TILE OR HALF TILE.
15. IF REQUIRED, THE CONTRACTOR SHALL REVISE ANY EXISTING SPRINKLER HEADS AS NECESSARY SUCH THAT THEY WILL BE ARE ALIGNED WITH THE MULLIONS. (EXCEPTING OPENERS) ANY OTHER FEATURE IN THE CEILING. ANY SUCH REVISION REQUIRE APPROVAL OF THE DIVISION OF STATE ARCHITECT.
16. IN GYPSUM CEILING AREAS THE SPRINKLERS SHALL BE CONCEALED WITH A FACTORY FINISH AS DEFINED BY THE ARCHITECT.
17. IN ACOUSTICAL TILE CEILING AREAS THE SPRINKLERS SHALL BE RECESSED AND/OR CONCEALED WITH A FACTORY FINISH AS DEFINED BY THE ARCHITECT.
18. IN EXPOSED AREAS THE SPRINKLERS SHALL BE UPRIGHT AND/OR PENDANT HEADS WITH A FACTORY FINISH AS DEFINED
19. FINAL HEAD LOCATION, TYPE AND FINISH SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE APPROVED SPRINKLER LOCATION IS BASED UNLESS APPROVED AS A ADDENDUM OR CCD BY DSA.
20. SPRINKLER DRAINS SHALL BE DISCHARGED INTO APPROVED RECEPTORS.
21. THE BUILDING ENGINEER MUST BE NOTIFIED PRIOR TO EACH AND EVERY DRAINING OR RECHARGING OF THE SPRINKLER SYSTEM.
22. ALARM AND TROUBLE SIGNAL SHALL BE MONITORED BY AN OFF-SITE SUPERVISORY STATION. SUPERVISORY SYSTEM AND CENTRAL STATION SHALL BE UL LISTED AND/OR FM APPROVED, AND ACCEPTABLE TO THE SERVING FIRE DEPARTMENT.
23. ELECTRICAL ALARM SWITCHES AND BELLS/HORN AS REQUIRED TO PROVIDE INTERCONNECTION TO THE FIRE ALARM SYSTEM SHALL PROVIDE AN AUDIBLE LOCAL WATERFLOW ALARM. ALL ALARM DEVICES SHALL COMPLY WITH NFPA 72 AND BE UL LISTED AND CSFM APPROVED.
   a. HORNBELL OR OTHER AUDIBLE DEVICE AS REQUIRED BY THE SERVING FIRE DEPARTMENT.
   b. WATERFLOW ALARM SWITCH FOR MAIN SYSTEM RISER.
   c. SUPERVISORY (TAMPER) SWITCHES SHALL BE INSTALLED ON ALL VALVES CONTROLLING FIRE PROTECTION WATER SUPPLIES.
24. PIPING PASSING THRU WALLS, FLOORS, PLATFORMS, AND FOUNDATIONS, AND BEAMS CONSIDERED PRIMARY STRUCTURAL MEMBERS SHALL BE PREVENTED FROM BEING DAMAGED ACCORDING TO NFPA 13, SECTION 8.3.4 CLEARANCES. NO CLEARANCE IS REQUIRED FOR GYPSUM BOARD OR FIRAMOBILE CONSTRUCTION THAT IS NOT REQUIRE TO HAVE A FIRE RATING.
25. UNDER UNOBSTRUCTED CONSTRUCTION, THE DISTANCE BETWEEN THE SPRINKLER DEFLECTOR AND THE CEILING SHALL BE A MINIMUM OF 1 INCH AND A MAXIMUM OF 12 INCH THROUGHOUT THE AREA OF COVERAGE OF THE SPRINKLER.
26. SPRINKLER HEADS SHALL BE SPACED PER NFPA 13 AND/OR IN ACCORDANCE WITH THE MANUFACTURER'S LISTING. SPRINKLER ARE SPACED AT A MAXIMUM OF 144 FT IN LIGHT HAZARD ROOMS/AREAS WHEN USING QUICK RESPONSE UPRIGHT OR PENDENT SPRINKLERS.
   SMALL ROOM RULE APPLIES TO LIGHT HAZARD ROOMS 800 FT MAX. (PER NFPA 13 9.3.17)
   SPRINKLER ARE SPACED AT A MAXIMUM OF 130 FT IN ORDINARY HAZARD ROOMS/AREAS WHEN USING QUICK RESPONSE UPRIGHT OR PENDENT SPRINKLERS.
   SPRINKLER SHALL BE COMPLIED WITH HYDRAULIC CALC. SPRINKLER COVERAGE SQ. FT.
27. PROPERLY FIRE STOP ALL PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS, OR PARTITIONS WITH A UL APPROVED SYSTEM APPROPRIATE TYPE AND FIRE RATING IN ACCORDANCE WITH THE MANUFACTURES INSTALLATION INSTRUCTIONS. REFER TO DETAIL SFP5.01
28. PAINT ALL EXPOSED PIPING TO MATCH BACKGROUND OR AS DIRECTED BY THE ARCHITECT.
29. SOFFITING AND FURRING TO CONCEAL PIPE BY OTHERS.
30. ACCESS PANELS/DOORS INSTALLED BY OTHERS.
31. PENETRATIONS THROUGH CEILING FOR SPRINKLER HEADS AND OTHER SIMILAR DEVICES THAT ARE NOT INTEGRALLY TIED TO THE CEILING SYSTEM SHALL HAVE A 3" OVERSIZED RING OR SLEEVE THROUGH THE CEILING TILE TO ALLOW 1" MOVEMENT IN ALL HORIZONTAL DIRECTIONS. FLEXIBLE SPRINKLER HOSE THAT CAN ACCOMMODATE 1" OF MOVEMENT SHALL NOT REQUIRE AN OVERSIZED SLEEVE OR ADAPTOR.
32. PROVIDE FIRE HOSE CABINET LABEL "FIRE HOSE, FOR USE BY TRAINED PERSONNEL" PER NFPA 14, 4.8.5 AND 4.M. REQUIREMENT STAND PIPE OUTLET FOR PLATFORM / STAGE GREATER OR EQUAL THAN 100 SQ.FT AND BACK AND 1000 PEOPLE OR MORE AT SEATING AREAS.
33. COMPLY WITH NFPA 13 6.2.1.1 WHEN A SPRINKLER HAS BEEN REMOVED FOR ANY REASON IT SHALL NOT BE REINSTALLED.
34. NFPA 13 6.2.6.2.1 WHERE HAVE PAINT APPLIED BY OTHER THAN THE SPRINKLER MANUF., THEY SHALL BE REMOVED AND REPLACED WITH A LISTED SPRINKLER.
35. PROVIDE CABINET AND SPARE SPRINKLER HEADS PER NFPA 6.2.8.
36. NFPA 6.2.8.4. ONE SPRINKLER WRENCH AS SPECIFIED BY SPRINKLER MANUF. SHALL BE PROVIDED IN THE CABINET FOR EACH TYPE OF SPRINKLER INSTALLED.
37. NFPA 13 6.2.1.1 WHEN A SPRINKLER IS REMOVED FROM A FITTING OR A WELDED OUT. IT SHALL NOT BE REINSTALLED.

FIRE PROTECTION SHEET INDEX

Sheet Number	Sheet Name
FP0.01	FIRE PROTECTION SCHEDULES AND FIRE SPRINKLER NOTES
FP1.01	SITE PLAN NORTH PORTION
FP2.01	FIRE PROTECTION DEMOLITION FLOOR PLAN
FP3.01	FIRE PROTECTION REVISED FLOOR PLAN
FP3.11	FIRE PROTECTION REFLECTED CEILING PLAN
FP3.21	FIRE PROTECTION ENLARGED PLAN - CONTROL ROOM
FP5.01	FIRE PROTECTION DETAILS
FP5.11	FIRE PROTECTION DETAILS
FP5.21	FIRE PROTECTION DETAILS

LEGEND

SYMBOL	ABBREV.	DESCRIPTION
		FIRE PROTECTION
		SPRINKLER, UPRIGHT
		SPRINKLER, PENDENT
DS		DRY PENDENT SPRINKLER
		SPRINKLER CONCEALED PENDENT
		SPRINKLER, SIDEWALL
		PIPE DOWN
		PIPE UP
		PIPE TEE DOWN
		PIPE CAP
		HANGERS
		UNISTRUT
		HANGER, END OF LINE RESTRAINT
		WIRE RESTRAINT
		WALL BRACET
		SEISMIC BRACE, 3 WAY
		SEISMIC BRACE, 4 WAY
	GV	GATE VALVE
	BV	BALL VALVE
	BFV	BUTTERFLY VALVE
	GLV	GLOBE VALVE
	AGV	ANGLE VALVE (GLOBE)
	CV	CHECK VALVE
	UN	UNION
	STR	STRAINER
		THREADED PIPE CROSS FITTING
		REDUCING COUPLING
	IV	LISTED INDICATING VALVE
	NOV	HOSE GATE VALVE
	AHV	ANGLE HOSE (GLOBE) VALVE
	PRV	PRESSURE REDUCING VALVE
	POPRV	PILOT OPERATED PRV
	AHV	PRESSURE REDUCING HOSE VALVE
B	ASR	AUTOMATIC SPRINKLER RISER
C	CASR	COMBINED SPRINKLER RISER
	AV	ALARM CHECK VALVE
	PAV	PRE-ACTION VALVE
	FLS	FLOW SWITCH
	PS	PRESSURE SWITCH
	EAB	ELECTRIC ALARM BELL
	AD	AUTOMATIC DRAIN
	PG	PRESSURE GAUGE W/COCK
	FH	FIRE HYDRANT
	PIV	POST INDICATOR VALVE
	RPBFP	REDUCED PRESSURE BFP
	DCBFP	DOUBLE CHECK BFP
	FDC	FIRE DEPARTMENT SIAMESE CONNECTION
	FDC	FDC MULTI CONNECTION
		HORNSTROBE
		STROBE
FCP	FSCP	FIRE SUPPRESSION CONTROL PANEL
SCP	SDCP	SAMPLING DETECTOR CONTROL PANEL
	POD	POINT OF DISCONNECTION
	POC	POINT OF CONNECTION
		KEY NOTE
		HYDRANT FLOW
		DETAIL OR ENLARGEMENT CALL OUT

EQUIPMENT SCHEDULE

TYPE DESCRIPTION	REMARKS
PIPING & FITTING MATERIAL	SPI/AMVIL, THREADED AND GROOVED.
ALARM BELL	POTTER ROEMER, MODEL PBA2416, 10 INCH BELL.
TAMPER SWITCH	POTTER ROEMER, OSYSU SERIES.
GROOVED COUPLING	VICTAULIC, STYLE 177 & 107.
ACCESS PANEL	SMITH MODEL NO. 4788, 24"X36". STEEL CONSTRUCTION, PRIME COATED. ALLEN KEY LATCH.

EQUIPMENT SCHEDULE

EQUIP. TAG	TYPE DESCRIPTION	REMARKS
FHV 1	FIRE HOSE VALVE	POTTER ROEMER MODEL NO. 4886, 1 1/2" FEMALE BY MALE ANGLE HOSE VALVE, 200 PSI, ROUGH CAST BRASS, WITH HANDWHEEL AND MODEL NO. 4828, 2 1/2", CAST BRASS CAP AND CHAIN.
FCV 1	FLOOR CONTROL VALVE	VIKING MODEL NO. EASYPAC RISER MANIFOLD. 2" WITH PRESSURE GAUGE, TEST AND DRAIN CONNECTION, FLOW SWITCH, PAINTED RED. PIPING TO E SCHEDULE 40.
FHC 1	FIRE HOSE CABINET	POTTER ROEMER MODEL NO. 1386 RECESSED STEEL CONSTRUCTION OPENING IN BOTTOM OF CABINET, FULL GLASS FRONT.
FL 1	FLEX LOOP	METRAFLEX, MODEL NO. MUAG100100, 1", SEISMIC LOOP, GROOVED ENDS, BRACED HOSE, +/- 8" DEFLECTION.
FL 2	FLEX LOOP	METRAFLEX, MODEL NO. MUAG100200, 2", SEISMIC LOOP, GROOVED ENDS, BRACED HOSE, +/- 8" DEFLECTION.
FL 2	FLEX LOOP	METRAFLEX, MODEL NO. MUAG100250, 2.5", SEISMIC LOOP, GROOVED ENDS, BRACED HOSE, +/- 8" DEFLECTION.
FL 3	FLEX LOOP	METRAFLEX, MODEL NO. MUAG100300, 3", SEISMIC LOOP, GROOVED ENDS, BRACED HOSE, +/- 8" DEFLECTION.

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DATE_____

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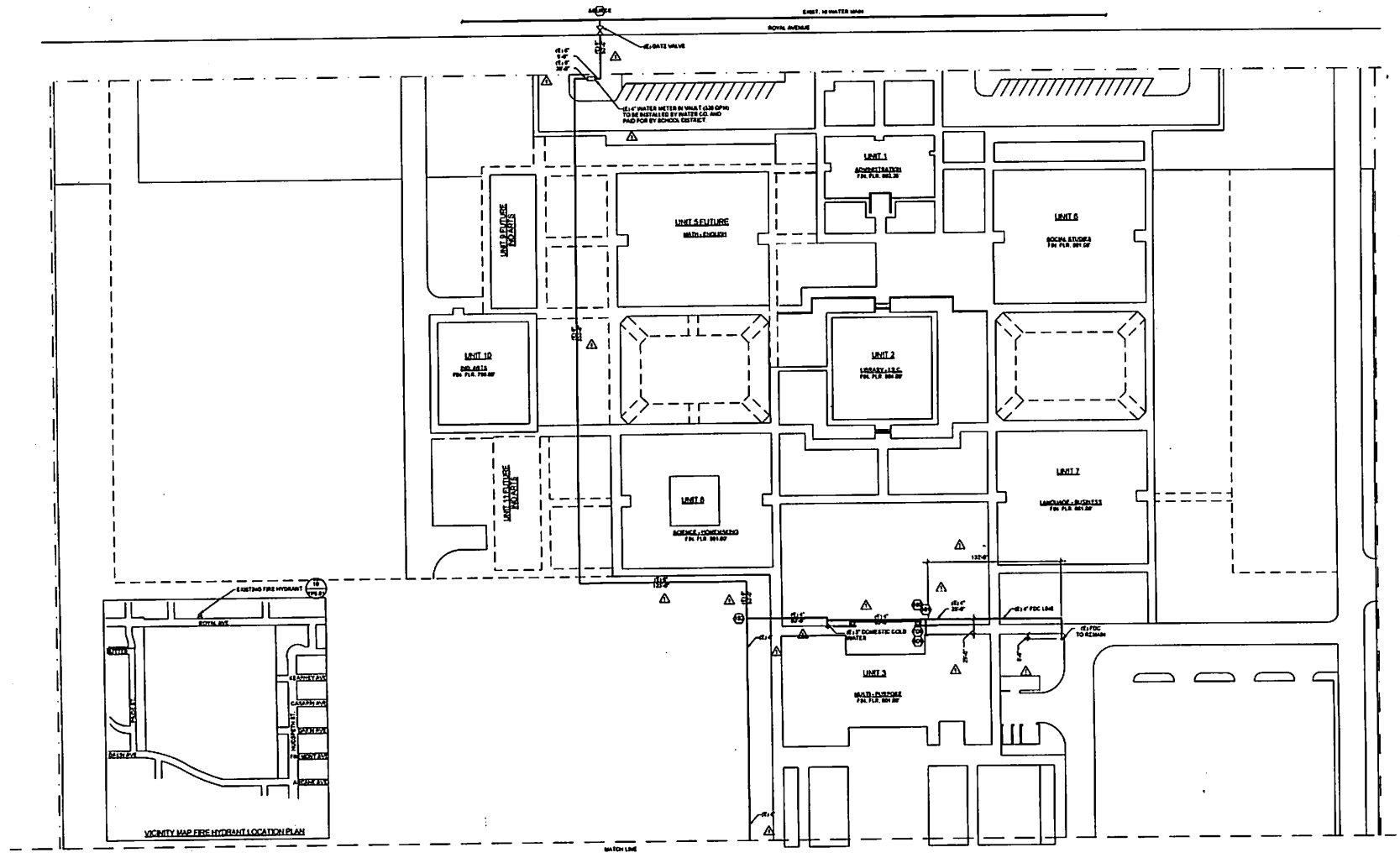
1	CCD 22	9/13/2021
2	CCD 02	9/14/2022

REVISIONS

DATE 10/14/2019
JOB NUMBER 1796-02
SCALE AS NOTED
DRAWN --
CHECKED --
APPROVED
KEY PLAN

TITLE
FIRE PROTECTION SCHEDULES AND FIRE SPRINKLER NOTES

SHEET
FP0.01



SITE PLAN NORTH PORTION
SCALE 1"=40'-0"

FOR REFERENCE ONLY

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DATE	10/1/2023
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SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	
KEY PLAN	

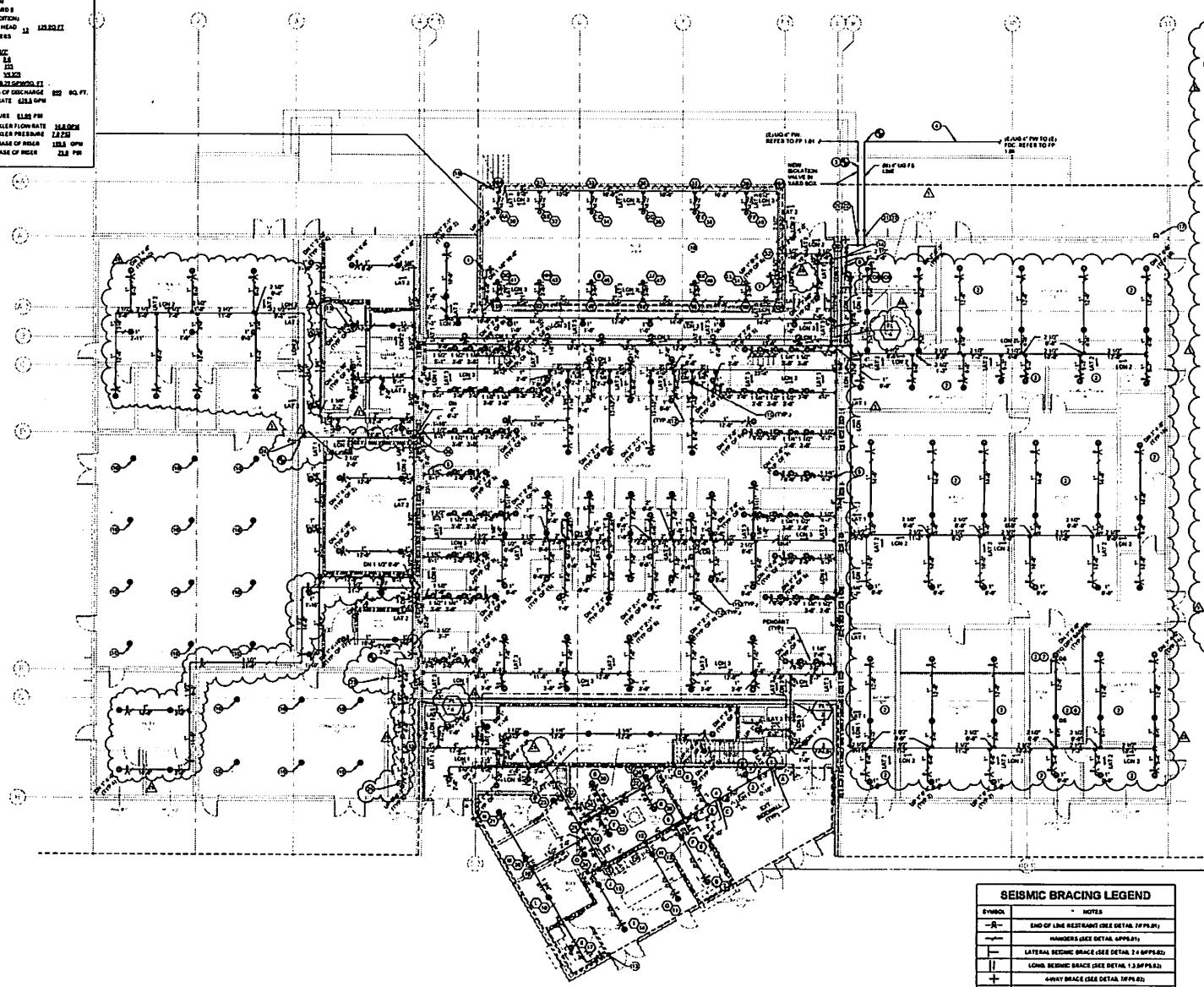
TITLE
SITE PLAN NORTH PORTION

SHEET
FP1.01

MOST REMOTE
HYDRAULIC SYSTEM
THIS BUILDING IS PROTECTED
BY A HYDRAULICALLY DESIGNED
AUTOMATIC SPRINKLER SYSTEM

LOCATION STAGE
BASIS OF DESIGN
ORDINARY HAZARD II
NFPA 13 (2013 EDITION)
COVERAGE PER HEAD 12 129.60 FT
NO. OF SPRINKLERS
PENDANT TYPE
ORIFICE 1/2"
K FACTOR 5.6
TEMPERATURE 155
SM # V1.V2
DENSITY 0.20 GPM/SQ.FT.
DESIGNED AREA OF DISCHARGE 1500 SQ. FT.
SYSTEM FLOW RATE 428.8 GPM

SYSTEM PRESSURE 61.80 PSI
MINIMUM SPRINKLER FLOW RATE 16.8 GPM
MINIMUM SPRINKLER PRESSURE 7.8 PSI
FLOW RATE AT BASE OF RISER 428.8 GPM
PRESSURE AT BASE OF RISER 73.8 PSI



GENERAL NOTES:

1. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS ON HIGH ROOF STRUCTURE REFER TO 1/FP.00
2. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS TO LOW ROOF STRUCTURE REFER TO 4/FP.00
3. REFER TO SHEET FP1.11 FOR SPRINKLER HEAD SCHEDULE

KEY NOTES:

1. PROVIDE NEW FHC-1 CABINET WITH EXTINGUISHER
2. THIS AREA IS TO BE DRAINED BACK TO FIRE MAIN
3. PROVIDE (N) 6" FIRE LINE AND CONNECT TO EXISTING 6" SUPPLY.
4. (E) 4" FDC UNDERGROUND TO REMAIN.
5. PROVIDE NEW 4" FIRE SPRINKLER LINE ABOVE CEILING & MOUNT ON (E) UM WITH UNISTRUT & CLAMPS. SEE MFPS.01
6. FREEZER TEMPERATURE SET AT 0°F.
7. REFRIGERATOR TEMPERATURE SET AT 40°F.
8. NOT USED.
9. NOT USED.
10. ALL (E) SPRINKLER HEADS IN THIS AREA ARE TO BE REMOVED AND REPLACED WITH NEW VIKING 360 HEADS WITH FUSIBLE TO MATCH EXISTING (TYP). (C) CONTRACTOR TO VERIFY EXACT LOCATION IN FIELD. VK 360 ORIFICE 1/2", K-FACTOR 5.6 AND TEMP RATING 155 DEGREES.
11. NOT USED.
12. DROP PENDANT HEADS W/ WATER SHIELD. PIPING TO BE PAINTED COLOR PER ARCHITECT
13. 1" AUXILIARY DRAIN PROVIDED ABOVE CEILING WITH ISOLATION VALVE AND HOSE CONNECTION.
14. NEW FIRE RISER SYSTEM PER DETAIL 1/FP.01
15. PROVIDE AND LOCATE UPRIGHT SPRINKLER HEAD BELOW CEILING ABOVE CLOUD PANEL.
16. NOT USED.
17. PROVIDE FIRE ALARM HORN MOUNTED ON EXTERIOR BUILDING WALL (REFER TO LOW VOLTAGE / ELECTRICAL PLANS)
18. STAGE IS UNOBSTRUCTED. NFPA 6.6.4.1.1.1. UNDER UNOBSTRUCTED CONSTR. THE DISTANCE BETWEEN SPRINKLERS, DEFLECTORS AND THE CEILING SHALL BE A MIN. OF 1" AND A MAX. OF 12" THROUGHOUT THE AREA OF COVERAGE OF THE SPRINKLER
19. PROVIDE AIRVENTING. PER NFPA 13 5.16.6. VENT SHALL BE LOCATED AT HIGH POINT IN SYSTEM TO ALLOW AIR TO BE REMOVED FROM THE PORTION OF THE SYSTEM BY MANUAL VALVE. (MODEL 6172/6001/ ADV)
20. PROVIDE 2" ANNULAR SPACE AROUND 4" FIRE MAIN THAT PENETRATES THRU THE (E) MECHANICAL SHELL. EXISTING REBAR SHALL BE LOCATED PRIOR TO CUTTING/DRILLING. EXISTING REBAR SHALL NOT CUT OR DAMAGED.
21. PROVIDE 2" ANNULAR SPACE AROUND NEW 4" FDC LINE THAT PENTRATES THRU THE (E) MECHANICAL SHALL. EXISTING REBAR SHALL BE LOCATED PRIOR TO CUTTING/DRILLING. EXISTING REBAR SHALL NOT CUT OR DAMAGED.
22. SEAL PENETRATIONS WATER TIGHT
23. (N) 1 1/2" FS LINE - CONNECT TO (E) 1 1/2" LINE SERVING SYSTEM IN DRAMA CLASSROOM
24. (N) 4" FS LINE - CONNECT TO (E) 2 1/2" LINE SERVING SYSTEM IN INSTRUMENTAL ROOM.
25. (N) 1 1/2" FS LINE TO BE RAN BELOW BCP TO SERVE UPRIGHT SPRINKLERS IN SMALL CLASSROOMS.
26. (N) 4" FS LINE TO PENETRATE EXPOSED THRU PARAPET WALL AND EXTEND DOWN THRU LOWER ROOF INTO CEILING SPACE

SEISMIC BRACING LEGEND

SYMBOL	NOTES
—R—	END OF LINE RESTRAINT (SEE DETAIL 7/FP5.01)
—^—	HANGERS (SEE DETAIL 4/FP5.01)
|—	LATERAL SEISMIC BRACE (SEE DETAIL 2 & 6/FP5.02)
||	LONG. SEISMIC BRACE (SEE DETAIL 1,3 &5/FP5.02)
+	4-WAY BRACE (SEE DETAIL 3/FP5.02)
—H—	HANGER ATTACH. TO CMU (SEE DETAIL 6/FP5.01)

FIRE PROTECTION REMODEL FLOOR PLAN 1
1/8" = 1'-0"

MOST REMOTE
HYDRAULIC SYSTEM
THIS BUILDING IS PROTECTED
BY A HYDRAULICALLY DESIGNED
AUTOMATIC SPRINKLER SYSTEM

LOCATION OFFICE & STUDENT STORE
BASIS OF DESIGN
LIGHT HAZARD
NFPA 13 (2013 EDITION)
COVERAGE PER HEAD 144.00 FT
NO. OF SPRINKLERS 20
PENDANT TYPE
ORIFICE 1/2"
K FACTOR 5.6 & 8.0 & 11.2 & 16.8
TEMPERATURE 155
SM # V1.V2.V3.V4.V5
DENSITY 0.15 GPM/SQ. FT.
DESIGNED AREA OF DISCHARGE 1500 SQ. FT.
SYSTEM FLOW RATE 324.0 GPM

SYSTEM PRESSURE 84.83 PSI
MINIMUM SPRINKLER FLOW RATE 15.7 GPM
MINIMUM SPRINKLER PRESSURE 13.8 PSI
FLOW RATE AT BASE OF RISER 324.0 GPM
PRESSURE AT BASE OF RISER 84.8 PSI

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NUMBER	ISSUE	DATE
3	CCD 03	8/13/2021
2	95 1/2	6/23/2021
1	CCD 01	6/21/2021
	Revision 2	Date 2
1	CCD 02	9/13/2019

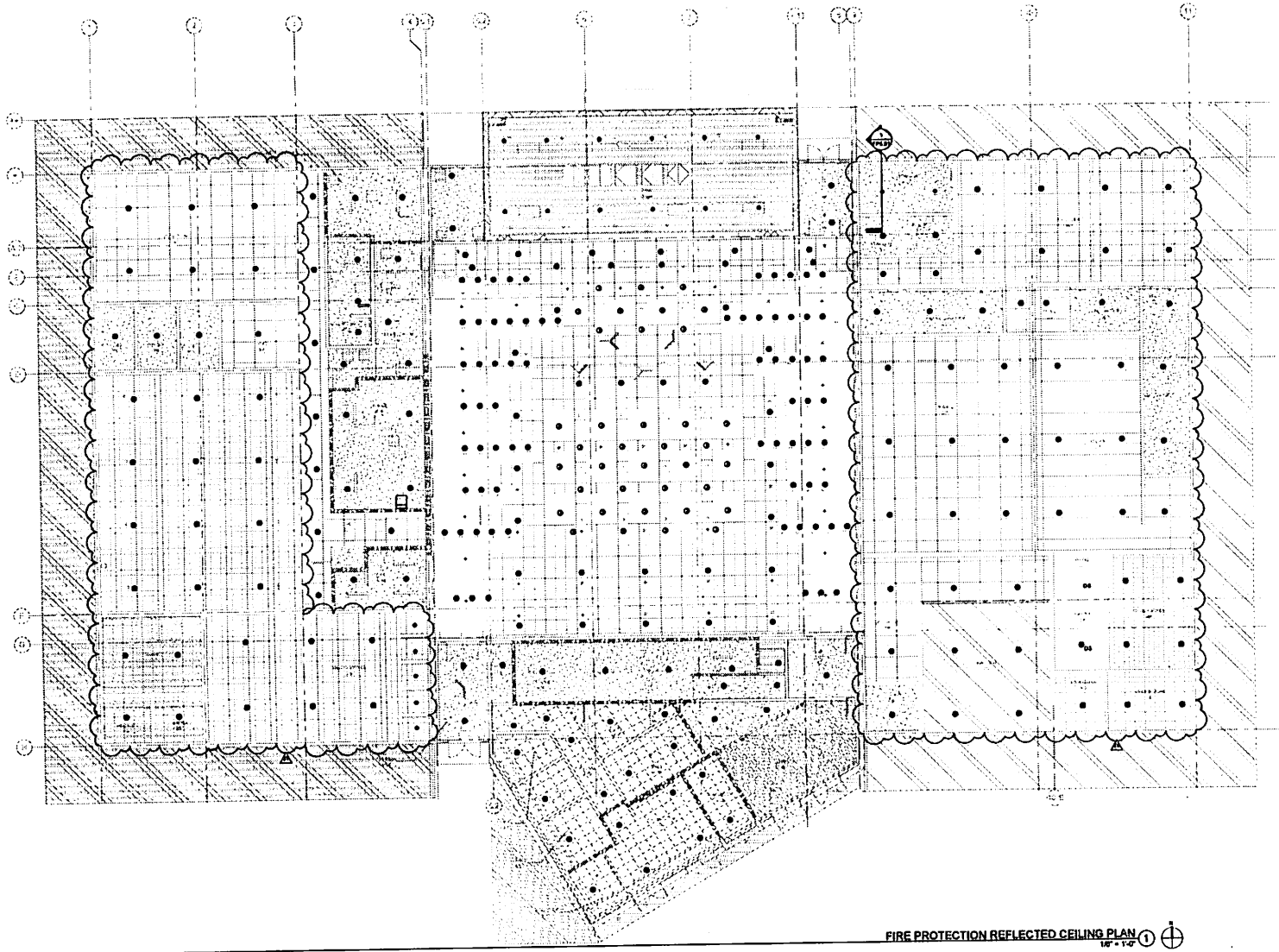
REVISIONS

DATE	10/21/2016
JOB NUMBER	1705-03
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
FIRE PROTECTION REMODEL FLOOR PLAN

SHEET
FP2.11



FIRE PROTECTION REFLECTED CEILING PLAN 1 1/8" = 1'-0"

SPRINKLER SCHEDULE AND LEGEND

SYMBOL	MANUFACTURER	MODEL	SIN#	ESCUTCHEON	ORIFICE	'K' FACTOR	TEMPERATURE	RESPONSE	FINISH	SUMMER QUANTITY	WINTER QUANTITY	SLEEP QUANTITY
	VR3343	VR462	VR462	CONCEALED PENDANT WITH 1.25" COVER PLATE	1/2"	5.6	165°	QUICK RESPONSE	POLISHED CHROME	250	250	230
	VR3343	VR689	VR689	CONCEALED EXTENDED RECESSALL WITH 1.25" COVER PLATE	1/2"	5.6	165°	QUICK RESPONSE	BRASS	2	2	2
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	BRASS	10	10	10
DS	VR3343	VR176	VR176	DRY PENDENT SPRINKLER W/ 12 INCH BARREL	1/2"	5.6	155°	QUICK RESPONSE	POLISHED CHROME	2	2	2
	VR3343	VR382	VR382	PENDENT	1/2"	5.6	165°	QUICK RESPONSE	POLISHED CHROME	36	36	36

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NUMBER	ISSUE	DATE
1	CCD 01	9/13/2011

REVISIONS

DATE	10/21/2010
JOB NUMBER	1765-00
SCALE	AS NOTED
DRAWN	--
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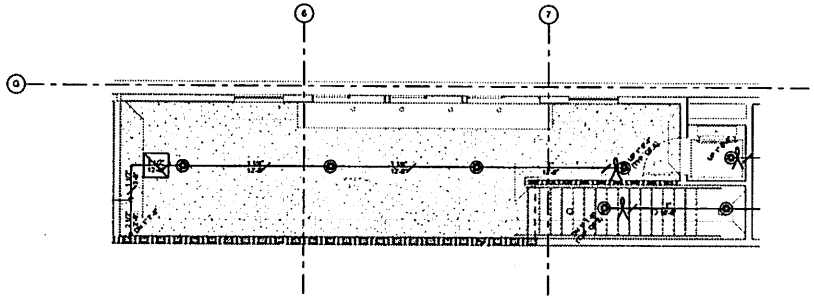
KEY PLAN

TITLE
FIRE PROTECTION REFLECTED CEILING PLAN

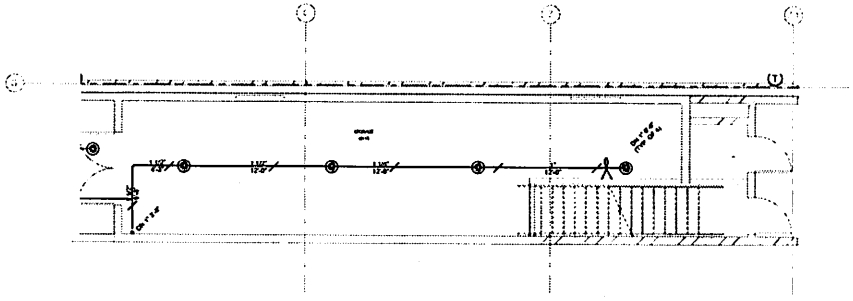
SHEET
FP3.11

GENERAL NOTES:

1. FOR SEISMIC BRACING END OF LINE RESTRAINTS. PIPE HANGERS ATTACHMENTS ON HIGH ROOF STRUCTURE REFER TO M5.6R.
2. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS TO LOW ROOF STRUCTURE REFER TO M5.6R.



CONTROL ROOM UPPER LEVEL ENLARGED PLAN - FIRE PROTECTION (1)
1/4" = 1'-0"



STORAGE ROOM LEVEL ENLARGED PLAN - FIRE PROTECTION (2)
1/4" = 1'-0"

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SCALE	AS NOTED
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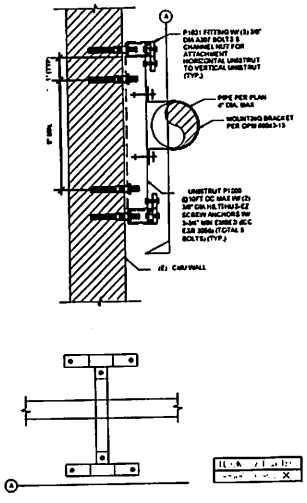
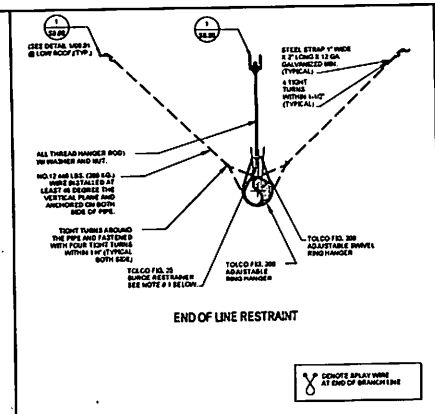
KEY PLAN

TITLE
FIRE PROTECTION ENLARGED PLAN - CONTROL ROOM

SHEET
FP4.01



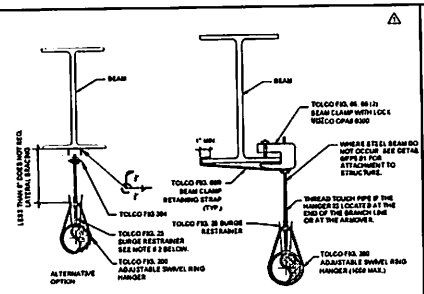
HANGER ATTACHMENT TO CMU WALL



END OF LINE RESTRAINT

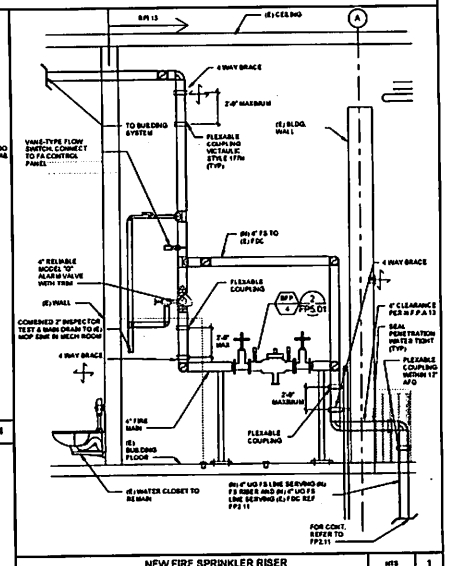
NOTE:
1. TOLCO FIG. 25 SURGE RESTRAINER ONLY TO BE USED ON THE HANGER CLOSE IT TO END OF LINE STRAINER AND AT BRACING LOCATIONS (FIG 25 SURGE RESTRAINER TO BE USED TO PREVENT PIPE UPWARD MOVEMENT.
2. AT LOCATIONS SUSPENDED FROM HIGH ROOF, REFER TO STRUCTURAL DETAILS ON S0.01. AT LOCATIONS SUSPENDED FROM LOW ROOF, REFER TO STRUCTURAL DETAILS ON S0.01.
3. SEISMIC WIRE BRACING DETAIL AT THE END OF BRANCH LINE TO BE LOCATED WITHIN 2'-0" OF A HANGER AND 2'-0" MAXIMUM FROM END ON LINE.
4. ADD HANGER AND BRACE LOCATIONS AS NECESSARY TO COMPLY WITH LOAD LIMITATIONS ON 1/09.00 AND 1/09.01.

HANGERS END OF LINE RESTRAINTS (STEEL) | NTS | 7

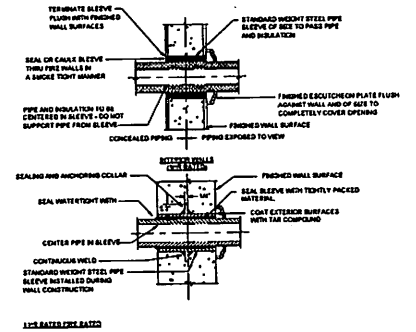


NOTE:
1. WHEN DIRAVITY HANGER LANDS BETWEEN TWO STEEL BEAMS. SEE OPM 0C03-13 SHEET 11-57.
2. TOLCO FIG. 25 SURGE RESTRAINER ONLY TO BE USED ON THE HANGER CLOSER TO END OF LINE STRAINER AND AT BRACING LOCATIONS
3. REFER TO NFPA 13 9.3.5.4(e) FOR MAXIMUM SPACING OF BRANCH LINE RESTRAINTS.

PIPE HANGER FOR STEEL BEAM | NTS | 4



NEW FIRE SPRINKLER RISER | NTS | 1

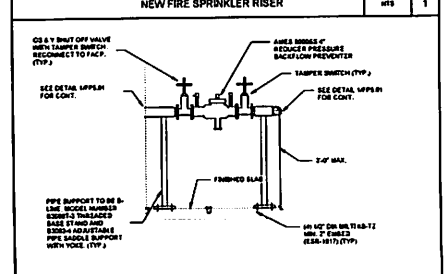


1 1/2 RATED FIRE RATED

FIRE BARRIER 3M MODEL FS2700M CAL. STATE FIRE MARSHAL LISTING NO. A405-0041 1 HR.

HOLE IN CONCRETE MUST PROVIDE 1" ANNULAR CLEARANCE FOR PIPES 3 1/2" AND SMALLER AND MUST PROVIDE 2" ANNULAR CLEARANCE FOR PIPES LARGER THAN 3 1/2"

PIPE SLEEVES THRU WALL DETAIL | NTS | 5



BACKFLOW INSTALLATION DETAIL | NTS | 2

Location of Test: Royal High School - 1402 Royal Ave., Simi Valley

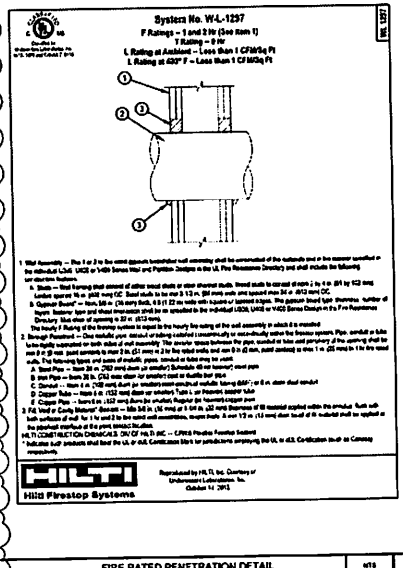
Simi Valley Unified School District

Date of Test	09/10/21	9/10/21
Time	10:01am	10:28am
Day	Friday	Friday
Water Main Diameter:	Private On Site	Private On Site
Pest PSI:	65	95
Residual PSI:	84	65
Static PSI:	92	102
Hydrant ID No. Tested / Location	S W Corner Bldg#4	S. Section Parking Lot#3
Hydrant ID No. Residual Gauged / Location	S. Section Parking Lot#3	S W Corner Bldg#4
Orifice Size (inches)	2.5"	2.5"
Observed GPM	2519	2543
20 PSI GPM	4184	3667

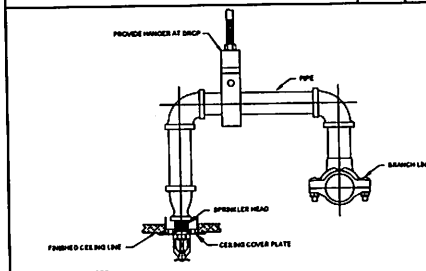
Remarks:
RLD Fire Protection, Inc.- Robert Apostol and Sam Calloway 805-233-8052
SVUSD - David Pegg 818-515-0628
DSA - Timothy Hoyt 805-443-3002

RLD Fire Protection, Inc. - 1878 Lirio Ave., Ventura, CA 93004
805-233-8052 State License 914923, C(16)
Roy J Lee 805-625-2518 Roy J Lee 09/10/21

FLOW TEST | NTS | 10

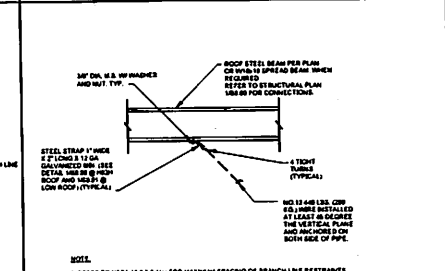


FIRE RATED PENETRATION DETAIL | NTS | 8



NOTE
SUSPENDED CEILING ASSEMBLIES SHALL HAVE A 2" OVERSIZE RING, SLEEVE OR ADAPTOR THROUGH THE CEILING TILE TO ALLOW FOR FREE MOVEMENT OF AT LEAST 1" IN ALL HORIZONTAL DIRECTIONS.

SPRINKLER INSTALLATION DETAIL | NTS | 6



NOTE:
1. REFER TO NFPA 13 9.3.5.4(e) FOR MAXIMUM SPACING OF BRANCH LINE RESTRAINTS. FOR ADDITIONAL INFORMATION SEE STRUCTURAL PLANS.

END OF LINE RESTRAINT (STEEL) | NTS | 3

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2	CCD 22	9/13/2021
1	CCD 02	9/10/2021

REVISIONS

DATE	06/10/2019
JOB NUMBER	1701-01
SCALE	AS NOTED
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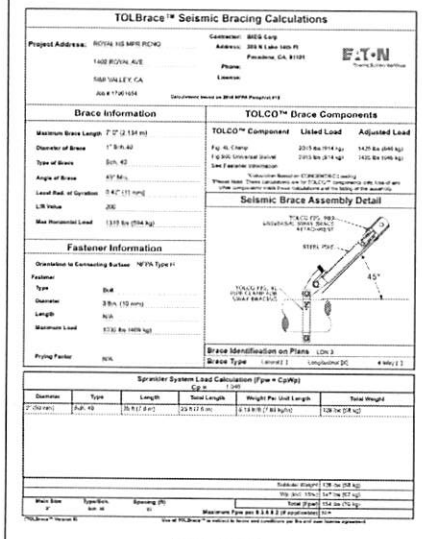
KEY PLAN	

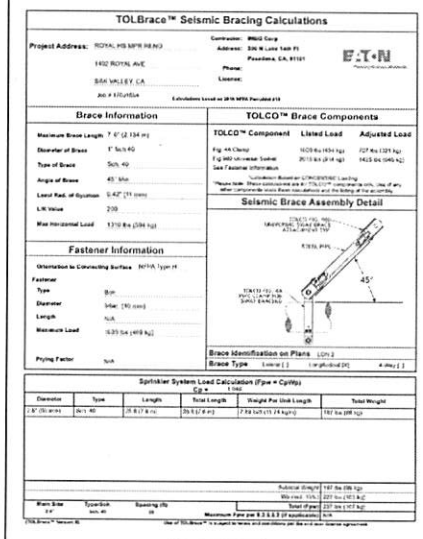
TITLE
FIRE PROTECTION DETAILS

SHEET
FP5.01

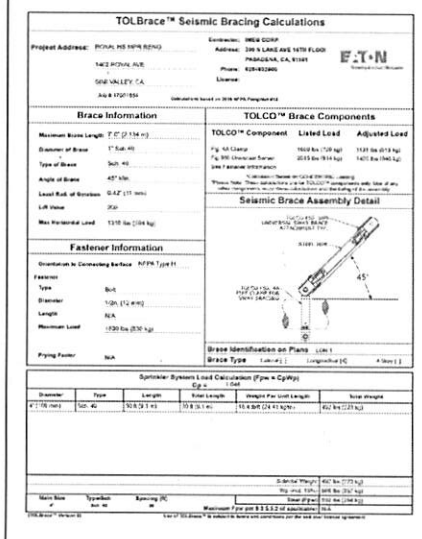
4 WAY SWAY BRACE | NTS | 7



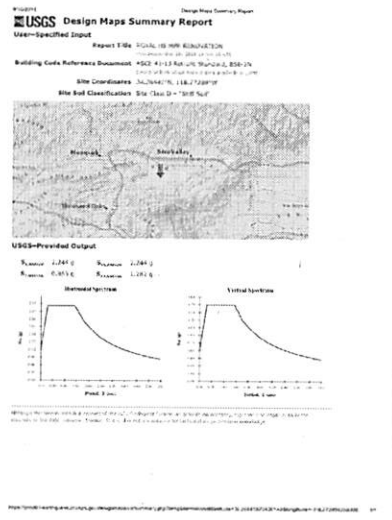
SEISMIC BRACE LON 3 | NTS | 5



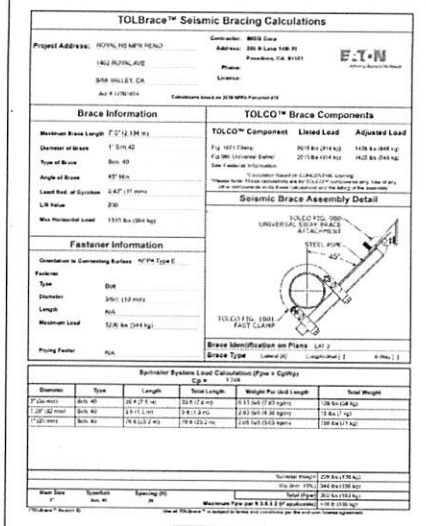
SEISMIC BRACE LON 2 | NTS | 3



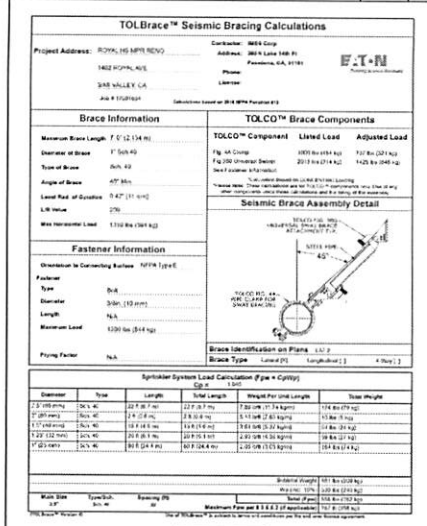
SEISMIC BRACE LON 1 | NTS | 1



USGS REPORT | NTS | 8



SEISMIC BRACE LAT 3 | NTS | 6



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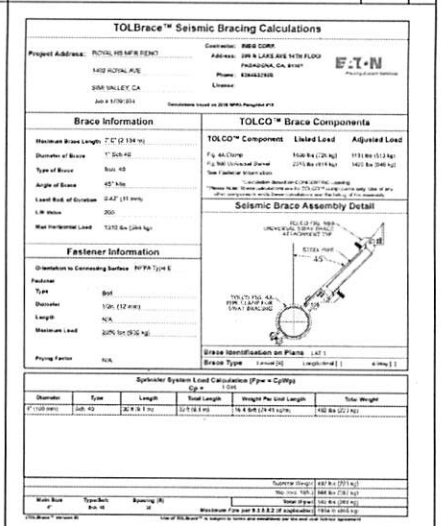

SEISMIC BRACE LAT 1 | NTS | 2

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REVISIONS		

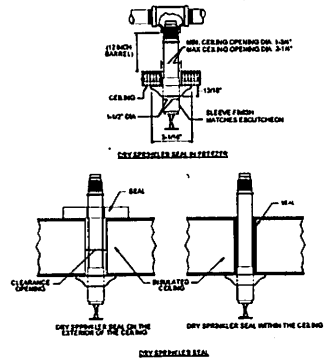
DATE	10/1/2019
JOB NUMBER	170-02
SCALE	AS NOTED
DRAWN	–
CHECKED	–
APPROVED	

KEY PLAN

TITLE
FIRE PROTECTION SEISMIC BRACING

SHEET
FP5.02

NOT USED	NTS	7	
NOT USED	NTS	5	
NOT USED	NTS	3	
DRY PENDENT SPRINKLER DETAIL	NTS	1	
NOT USED	NTS	8	
NOT USED	NTS	6	
NOT USED	NTS	4	
NOT USED	NTS	2	



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1	CCD 22	9/13/2021

REVISIONS

DATE	10/21/2019
JOB NUMBER	1795-03
SCALE	AS NOTED
DRAWN	--
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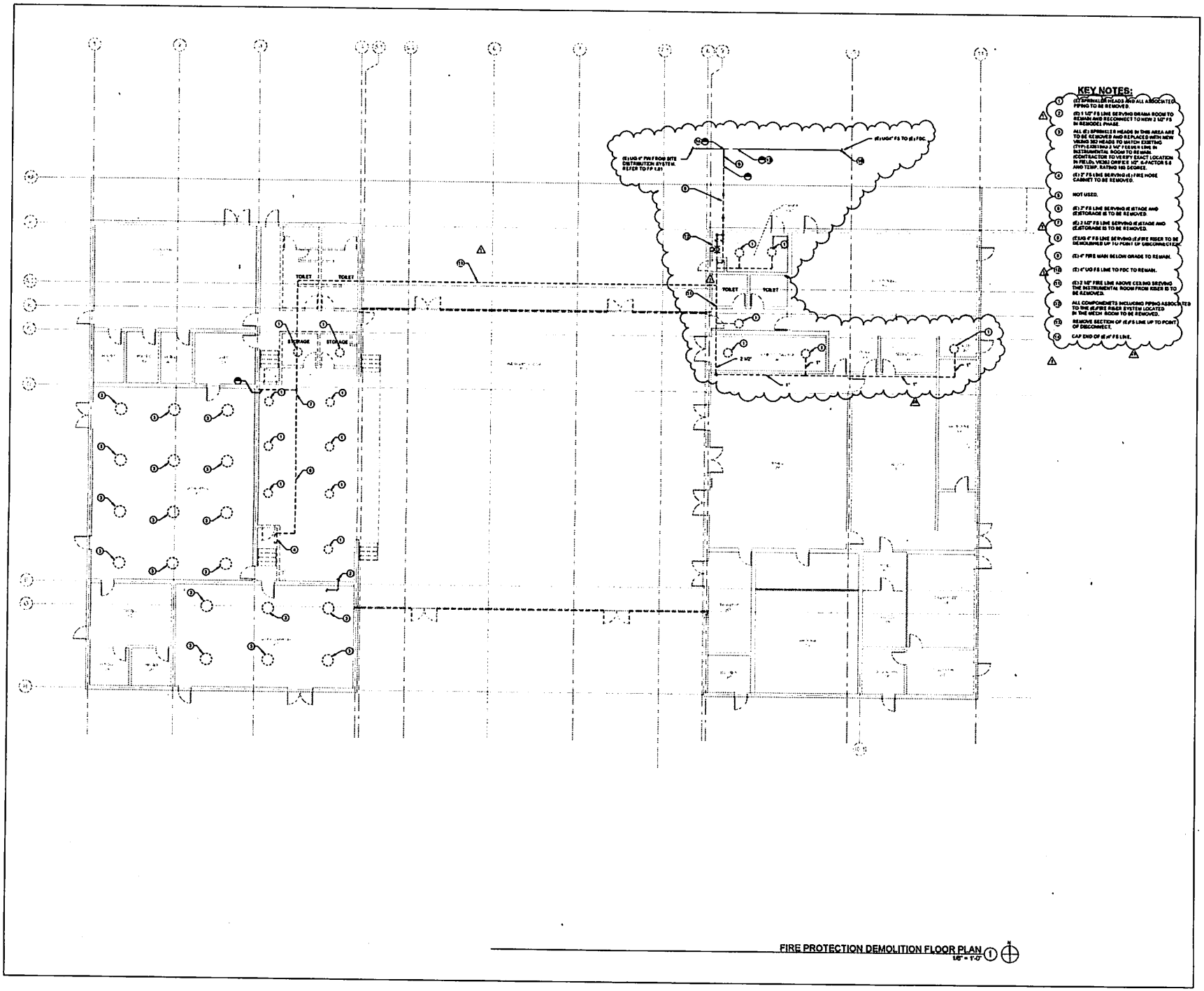
APPROVED	

KEY PLAN

TITLE
FIRE PROTECTION DETAILS

SHEET
FP5.03



FIRE PROTECTION DEMOLITION FLOOR PLAN 1
1/8" = 1'-0"

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SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

IMEG

Agency Approval FILE NO. 56-16

IDENTIFICATION STAMP
DIV OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL. 03-110797
AS ____ FLS ____ SS ____
DATE _____

NUMBER	ISSUE	DATE
2	CCD 22	9/13/2021
	Revision 2	Date 2
1	CCD 10	9/14/2020

REVISIONS

DATE	10/12/2020
JOB NUMBER	1700-02
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
FIRE PROTECTION DEMOLITION FLOOR PLAN

SHEET
FPD2.11

DSA

140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☑ No ☐)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 022	Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Simi Valley USD	DSA File Number: 56 H6
Project Name/School: Royal High School	DSA Application Number 03 118787

3. APPLICANT INFORMATION:

Date Submitted: 09/13/21	Attached Pages? No ☐ Yes ☑ Number of pages? 11		
Firm Name: Architecture for Education	Contact Name: Vanessa Peltier		
Work Email: vpeltier@architecture4e.com	Work Phone: (562) 537-7843		
Firm Address: 41 N Fair Oaks Ave	City: Pasadena	State: CA	Zip Code: 91103

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction. ☐ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Rachel Adams

Professional License Number: C32429 | Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals*, and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

After demolition, it became apparent that the existing structure is not protected as required for a type IIA building. It is better and cheaper to sprinkle the entire building which allows us to analyze the building as a type IIB. This CCD revises the code analysis and adds sprinklers to the entire building.

List of DSA-approved drawings affected by this post-approval document:

DSA USE ONLY

SSS KK Date 07/01/2021 ☐Approved ☐Disapproved ☐Not Required

Comments: _____

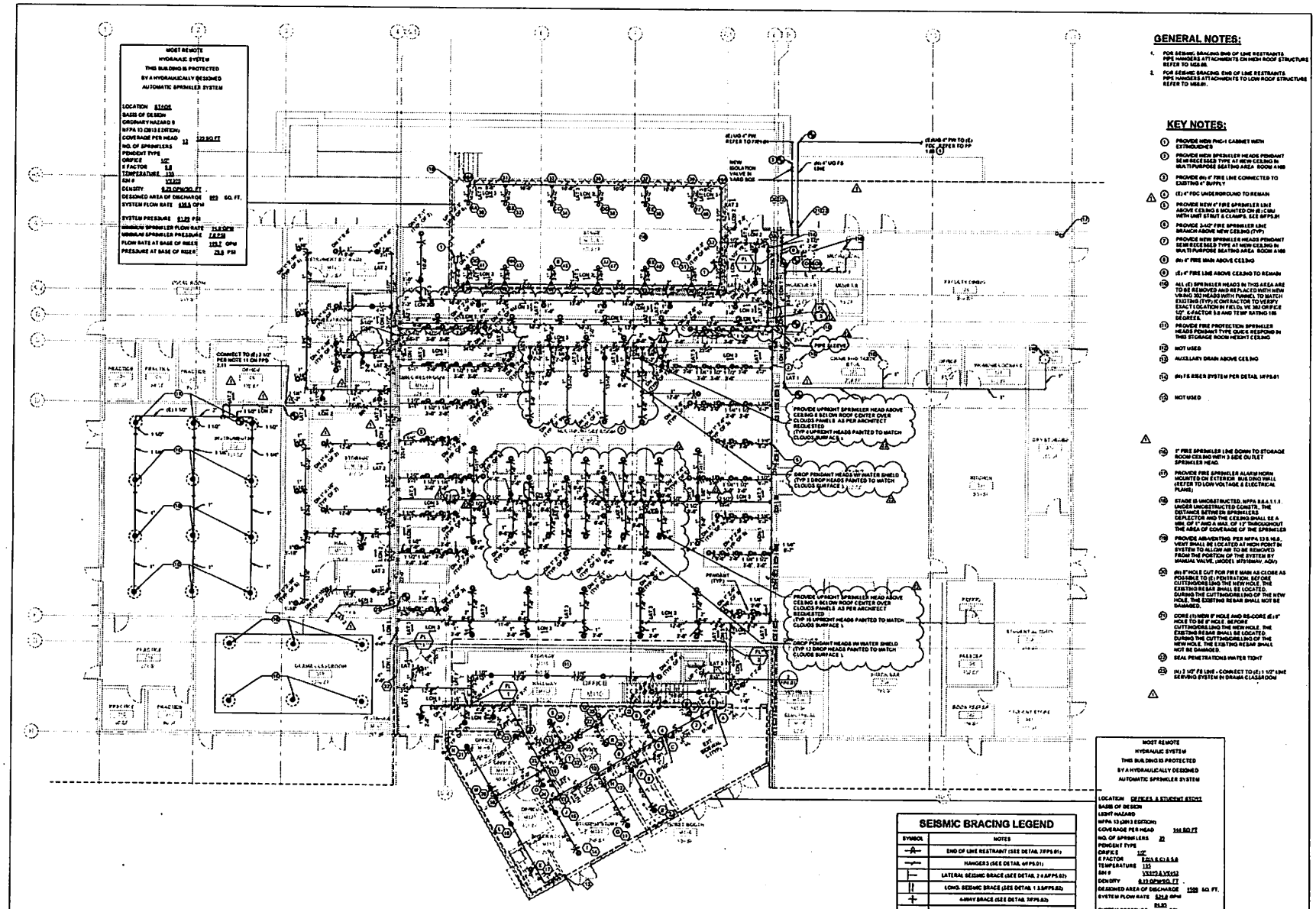
FLS EJ Date 07.01.21 ☒Approved ☐Disapproved ☐Not Required

Comments: _____

ACS _____ Date _____ ☐Approved ☐Disapproved ☐Not Required

Comments: _____

Returned	DSA STAMP
Date:	APPROVED DIV. OF THE STATE ARCHITECT APP: 03-118787 INC: REVIEWED FOR SS ☑ FLS ☑ ACS ☐ DATE: 07/01/2021
By:	



FIRE PROTECTION REMODEL FLOOR PLAN 1

1/8" = 1'-0"

GENERAL NOTES:

1. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS ON HIGH ROOF STRUCTURE REFER TO M5.01.
2. FOR SEISMIC BRACING END OF LINE RESTRAINTS PIPE HANGERS ATTACHMENTS TO LOW ROOF STRUCTURE REFER TO M5.01.

KEY NOTES:

1. PROVIDE NEW PNC-1 CABINET WITH EXTINGUISHER
2. PROVIDE NEW SPRINKLER HEADS PENDANT SEMI RECESSED TYPE AT NEW CEILING IN MULTI PURPOSE SEATING AREA ROOM A100
3. PROVIDE (N) 4" FIRE LINE CONNECTED TO EXISTING 4" SUPPLY
4. (E) 4" FDC UNDERGROUND TO REMAIN
5. PROVIDE NEW 1" FIRE SPRINKLER LINE ABOVE CEILING & MOUNTED ON (E) C-BAR WITH UNIT STRUT & C-CLAMPS, SEE MP5.01
6. PROVIDE 2-1/2" FIRE SPRINKLER LINE BRANCH ABOVE NEW CEILING (TYP)
7. PROVIDE NEW SPRINKLER HEADS PENDANT SEMI RECESSED TYPE AT NEW CEILING IN MULTI PURPOSE SEATING AREA ROOM A100
8. (N) 4" FIRE MAIN ABOVE CEILING
9. (E) 4" FIRE LINE ABOVE CEILING TO REMAIN
10. ALL (E) SPRINKLER HEADS IN THIS AREA ARE TO BE REMOVED AND RE PLACED WITH NEW VIKING 3D HEADS WITH PANEL TO MATCH EXISTING (TYP) (CONTRACTOR TO VERIFY EXACT LOCATION IN FIELD), VK 383 ORIFICE 1/2", K-FACTOR 5.6 AND TEMP RATING 155 DEGREES
11. PROVIDE FIRE PROTECTION SPRINKLER HEADS PENDANT TYPE QUICK RESPONSE IN THIS STORAGE ROOM HEIGHT CEILING
12. NOT USED
13. AUXILIARY DRAIN ABOVE CEILING
14. (N) FS RISER SYSTEM PER DETAIL MP5.01
15. NOT USED
16. 1" FIRE SPRINKLER LINE DOWN TO STORAGE ROOM CEILING WITH 3 SIDE OUTLET SPRINKLER HEAD.
17. PROVIDE FIRE SPRINKLER ALARM HORN MOUNTED ON EXTERIOR BUILDING WALL (REFER TO LOW VOLTAGE & ELECTRICAL PLANS)
18. STAGE IS UNOBSTRUCTED. NFPA 8.6.1.1.3 UNDER UNOBSTRUCTED CONSTR., THE DISTANCE BETWEEN SPRINKLERS, DEFLECTOR AND THE CEILING SHALL BE A MIN. OF 1" AND A MAX. OF 12" THROUGHOUT THE AREA OF COVERAGE OF THE SPRINKLER
19. PROVIDE MINIVENTING PER NFPA 13 5.16.6. VENT SHALL BE LOCATED AT HIGH POINT IN SYSTEM TO ALLOW AIR TO BE REMOVED FROM THE PORTION OF THE SYSTEM BY MANUAL VALVE. (MODEL #F3100MV, ADV)
20. (N) 8" HOLE CUT FOR FIRE MAIN AS CLOSE AS POSSIBLE TO (E) PENETRATION. BEFORE CUTTING/DRILLING THE NEW HOLE, THE EXISTING RE BAR SHALL BE LOCATED. DURING THE CUTTING/DRILLING OF THE NEW HOLE, THE EXISTING REBAR SHALL NOT BE DAMAGED.
21. CORE (1) NEW 8" HOLE AND RE-CORE (E) 8" HOLE TO BE 8" HOLE. BEFORE CUTTING/DRILLING THE NEW HOLE, THE EXISTING REBAR SHALL BE LOCATED. DURING THE CUTTING/DRILLING OF THE NEW HOLE, THE EXISTING REBAR SHALL NOT BE DAMAGED.
22. SEAL PENETRATIONS WATER TIGHT
23. (N) 2 1/2" FS LINE - CONNECT TO (E) 1 1/2" LINE SERVING SYSTEM IN DRAMA CLASSROOM

SEISMIC BRACING LEGEND

SYMBOL	NOTES
	END OF LINE RESTRAINT (SEE DETAIL 7/FP5.01)
	HANGERS (SEE DETAIL 4/FP5.01)
	LATERAL SEISMIC BRACE (SEE DETAIL 2 & 3/FP5.02)
	LONG. SEISMIC BRACE (SEE DETAIL 1 & 3/FP5.02)
	4-WAY BRACE (SEE DETAIL 7/FP5.02)
	HANGER ATTACH. TO CMU (SEE DETAIL 6/FP5.01)

HOST REMOTE
HYDRAULIC SYSTEM
THIS BUILDING IS PROTECTED
BY A HYDRAULICALLY DESIGNED
AUTOMATIC SPRINKLER SYSTEM

LOCATION OFFICES & STUDENT STORE
BASIS OF DESIGN
LIGHT HAZARD
NFPA 13 (2013 EDITION)
COVERAGE PER HEAD 144 SQ.FT.
NO. OF SPRINKLERS 22
PENDENT TYPE
ORIFICE 1/2"
K FACTOR 5.6 & C1 & 5.6
TEMPERATURE 155
SIN # V3123 & VK152
DENSITY 0.10 GPM/SQ.FT.
DESIGNED AREA OF DISCHARGE 1500 SQ. FT.
SYSTEM FLOW RATE 52.8 GPM
SYSTEM PRESSURE 24.80 PSI
MINIMUM SPRINKLER FLOW RATE 19.2 GPM
MINIMUM SPRINKLER PRESSURE 7.8 PSI
FLOW RATE AT BASE OF RISER 52.8 GPM
PRESSURE AT BASE OF RISER 24.8 PSI

SPRINKLER SCHEDULE AND LEGEND

SYMBOL	MANUFACTURER	MODEL	SIN#	POSITION	ESCUTCHEON	ORIFICE	'K' FACTOR	TEMPERATURE	RESPONSE	FINISH	QUANTITY	SYSTEM QUANTITY	BLDG. QUANTITY
●	VIKING	VK462	VK462	SSP	CONCEALED PENDANT WITH 1.50" COVER PLATE	1/2"	5.6	155°	QUICK RESPONSE	POLISHED CHROME	135	135	135
◎	VIKING	VK888	VK888	SSP	CONCEALED EXTENDED SIDEWALL WITH 1.50" COVER PLATE	1/2"	5.6	155°	QUICK RESPONSE	BRASS	2	2	2
⊙	VIKING	VK300	VK300	SSU	UPRIGHT	1/2"	5.6	155°	QUICK RESPONSE	BRASS	13	13	13

ALE
41 NORTH FAIR OAKS AVENUE
PASADENA, CA 91103
626.356.4080
626.356.3080 F
www.architecture-ale.com

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE
SIMI VALLEY CA. 93063

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

IMEG

NUMBER	ISSUE	DATE
2	CCD #2 Revision 2	8/30/2021 Date 2
1	CCD #2	8/11/2021

REVISIONS

DATE	06/11/2020
JOB NUMBER	1719-01
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
FIRE PROTECTION REMODEL FLOOR PLAN

SHEET
FP2.11

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

CO# - 01
CDD # 017 and 022

apex
APEX FIRE PROTECTION INC.

Project : Royal HS **Date:** 10.25.2021

Desription: CCD 017 & 022

Material Breakdown w/ Tax	QTY	Per Item	Extended
Material	1	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
SEE ATTACHED	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
MATERIAL TOTAL			**$19,227.50**
Labor Breakdown	**HRS.**	**Rate Per Hour**	**Extended**
Labor- General Foreman	0	$116.23	$0.00
LABOR- Foreman	392	$103.91	$40,732.72
Labor- Journeyman	0	$97.84	$0.00
Labor- Apprentice 5	0	$54.17	$0.00
Labor- Apprentice 6	0	$57.38	$0.00
Labor- Apprentice 7	0	$61.45	$0.00
Labor- Apprentice 8	0	$66.86	$0.00
Labor- Apprentice 9	0	$71.68	$0.00
Labor- Apprentice 10	392	$77.14	$30,238.88
INSPECTION/TESTING	16	$120.00	$1,920.00
TRAVEL EXPENSE - PER WORKER PER HR.	0	$15.00	$0.00
LABOR TOTAL			**$72,891.60**
Equipment Breakdown			**Extended**
Company Tools	49	$117.77	$5,770.77
Rigit 300 @ $124 per Day	49	$124.00	$6,076.00
19ft Scissor Lifts @ $800 per Week	2	$800.00	$1,600.00
	0	$0.00	$0.00
	0	$0.00	$0.00
EQUIPMENT TOTAL			**$13,446.77**
Other Costs	**QTY.**	**Rate Per Hour**	**Extended**
T&M - ESTIMATING HOURS	4	$95.00	$380.00
DESIGN EXPENSE	16	$160.00	$2,560.00
PERMIT/PLAN CHECK	0	$78.00	$0.00
PROGRAMMING COST	0	$140.00	$0.00
PAYROLL DEP	8	$98.00	$784.00
ADMIN. FEE	8	$95.00	$760.00
SHOP - DELIVERY	6	$48.00	$288.00
FREIGHT	0	2.00%	$0.00
WARRANTY ALLOWANCE - 5% of Material	$19,227.50	5.00%	$961.38
TOTAL OTHER EXPENSE(S)			**$5,733.38**
AMOUNT(S)			
Material w/ Tax		10%	$21,150.25
Labor		-	$72,891.60
Equipment		-	$13,446.77
Other Costs		-	$5,733.38
Overhead & Profit		15%	$16,983.30
GRAND TOTAL			**$130,205.29**

FIRE SPRINKLERS SAVE LIVES AND PROPERTY

Print | Close Window

Subject: Email Bid# B657310
From: Mario Gonzalez - 703 FFFWEST <mario.gonzalez2@ferguson.com>
Date: Thu, Oct 07, 2021 7:43 am
To: <hamoo@apexfire.com>

here is your quote for your knee bracket, thanks.
Mario

Price Quotation # B657310

FERGUSON FIRE & FAB #1776

32543 CORYDON ROAD
SUITE B
LAKE ELSINORE, CA 92530-9130
Phone : 951-253-8027
Fax : 951-905-1642

Bid No.....: B657310
Bid Date...: 10/07/21
Quoted By: JLG
Customer.: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust Phone: 818-968-5773
Terms.....: NET 10TH PROX
Ship To.....: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust PO#..:

Job Name.: ROYAL HIGH SCHOOL

Item	Description	Quantity	Net Price	UM	Total
	6PC. 4" KNEE BRACKET L=12"				
FNW7610P0400	4 PLN STD U-BLT W/ DBL HEX NUT	6	15.156	EA	90.94
BAIKKB20FT	2X2X1/4 20 FT BLK ANG IRON	18	2.871	FT	51.68
HRSFBKB	2X1/4 HR STL FLT BAR	6	1.928	LB	11.57
M=1743FABAB	ANGLE BRKT ASSEMBY FAB BLK	6	50.000	EA	300.00

Subtotal:	$454.19
Inbound Freight:	$0.00
Tax:	$43.15
Order Total:	$497.34

Item Code	Description	Notice
FNW7610P0400	4 PLN STD U-BLT W/ DBL HEX NUT	⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This

Print | Close Window

Subject: Email Bid# B656664
From: Mario Gonzalez - 703 FFFWEST <mario.gonzalez2@ferguson.com>
Date: Tue, Oct 05, 2021 7:16 am
To: <hamoo@apexfire.com>

Hi,
I have a few more items to add and it will be complete I will
send a revise copy later on today.Thanks-Mario

Price Quotation # B656664

FERGUSON FIRE & FAB #703

6421 INDUSTRY WAY
WESTMINSTER, CA 92683-3696

Phone : 714-893-6375
Fax : 714-893-1726

Bid No.....: B656664
Bid Date...: 10/04/21
Quoted By: MBG
Customer.: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

Cust Phone: 818-968-5773
Terms.....: NET 10TH PROX
Ship To.....: APEX FIRE PROTECTION
2155 VERDUGO BLVD SUITE 220
MONTROSE, CA 91020

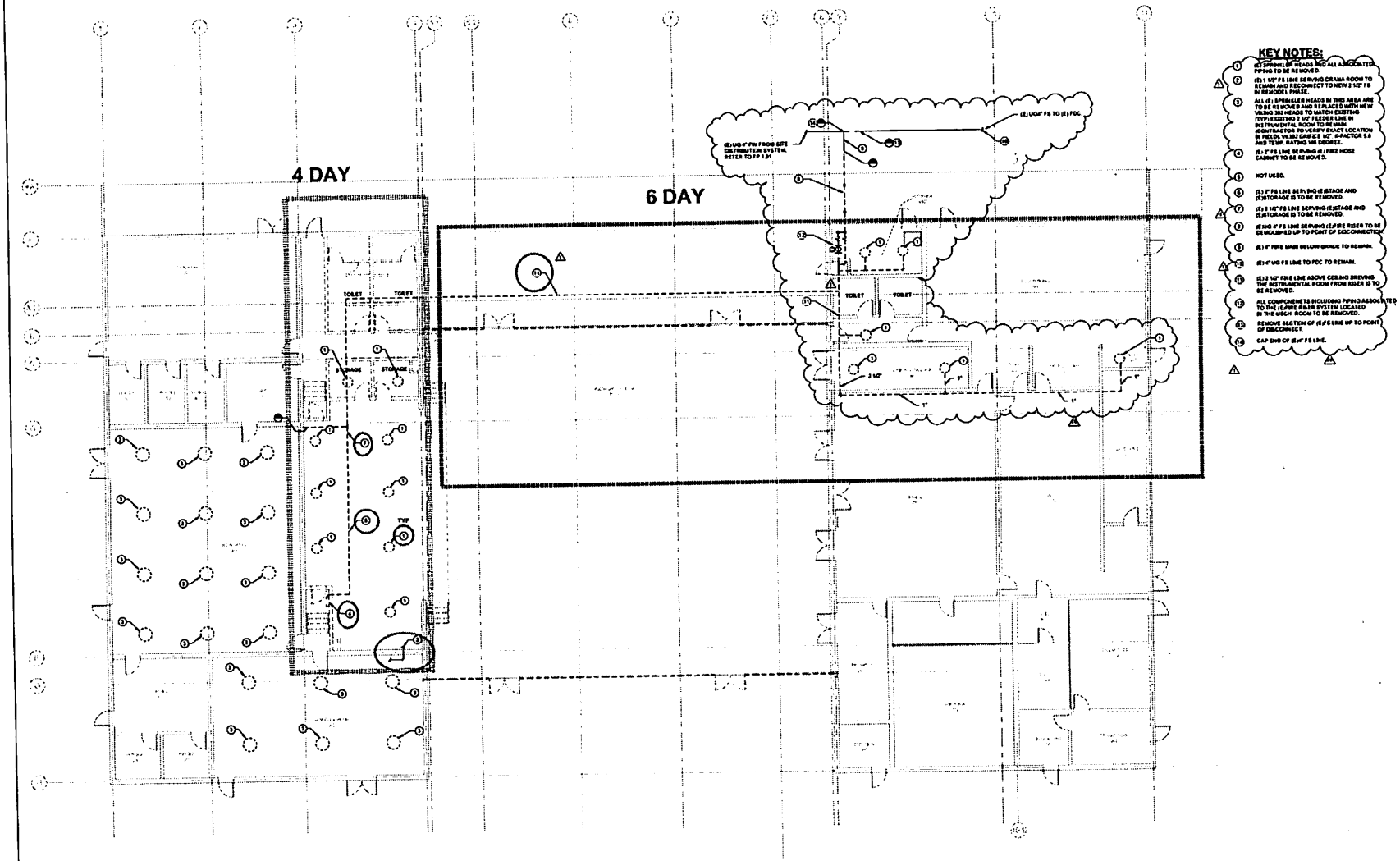
Cust PO#..: NEED PO
Job Name.: ROYAL HS

Item	Description	Quantity	Net Price	UM	Total
DBPPEA135S40P	4X21 BLK PE A135 S40 STL PIPE	210	1869.468	C	3925.88
DBPPEA135S40L	2-1/2X21 BLK PE A135 S40 STL PIPE	312	992.473	C	3096.52
DBPPEA135S40J	1-1/2X21 BLK A135 S40 STL PIPE	126	535.202	C	674.35
DBPPEA135S40G	1X21 BLK A135 S40 STL PIPE	735	331.131	C	2433.81
VF040001P00	4 PTD F/LOCK 90 ELL 001	18	11.457	EA	206.23
VF040002P00	4 PTD F/LOCK TEE 002	9	19.084	EA	171.76
VL04009NPE0	4 PTD F/LOCK EZ RIGID COUP E 009N	60	10.449	EA	626.94
VL040004PE0	4 PTD F/LOCK FLEX COUP E 004	4	11.163	EA	44.65
FNW7005P0400	4 BLK ADJ STD CLEVIS HGR	44	3.039	EA	133.72
B4LPLNP	4 4L IN-LINE SWAY ATTACH PLN	12	19.971	EA	239.65
B1001PLNPG	4X1 1001 SWAY ATTACH PLN	12	12.920	EA	155.04
B980PLND	980 1/2 UNIV SWAY ATTACH PLN	100	8.308	EA	830.80
VLD35750PE0	4X2-1/2 PTD RED GRV COUP E 750	4	16.637	EA	66.55
VF024001P00	2-1/2 PTD F/LOCK 90 ELL 001	7	6.190	EA	43.33
VL02409NPE0	2-1/2 PTD F/LOCK EZ COUP E 009N	26	6.620	EA	172.12
VCC00922YE0	2-1/2X1 BLK OUT TEE W/ E GSKT 922	50	6.698	EA	334.90
S65DC3024	2-1/2 DRN CAP GRV W/ 1 NPT	12	16.993	EA	203.92
B200L	2-1/2 GALV NFPA ADJ SWVL RNG HGR	50	1.501	EA	75.05
B1001PLNLG	2-1/2X1 1001 SWAY ATTACH PLN	20	10.529	EA	210.58
B4LPLNL	2-1/2 4L IN-LINE SWAY ATTACH PLN	13	16.702	EA	217.13

GATRC10	3/8X10 Z/PLT ATR	500	0.470	FT	235.00
B200G	1 GALV NFPA ADJ SWVL RNG HGR	120	0.431	EA	51.72
BCICRGD	1X1/2 BLK CI CONC RED	120	1.971	EA	236.52
BCI9G	1 BLK CI 90 ELL	108	2.393	EA	258.44
BCITG	1 BLK CI TEE	31	3.347	EA	103.76
BCITHHG	1-1/4X1-1/4X1 BLK CI TEE	15	7.548	EA	113.22
BCITJJG	1-1/2X1-1/2X1 BLK CI TEE	5	9.724	EA	48.62
BCITJHG	1-1/2X1-1/4X1 BLK CI TEE	2	9.615	EA	19.23
BCI9J	1-1/2 BLK CI 90 ELL	5	6.212	EA	31.06
B200J	1-1/2 GALV NFPA ADJ SWVL RNG HGR	16	0.473	EA	7.57
BY205003XT	3/8 REV STL BEAM CLMP XT PLN	100	1.789	EA	178.90
B69RPGC12	3/8X12 GALV RETROFIT RETAINING STRP	100	1.952	EA	195.20
PSTTF520	3/4X520 PTFE PIPE THRD TAPE	140	0.814	EA	113.96
BCITJGG	1-1/2X1X1 BLK CI TEE	4	17.030	EA	68.12
DBPPEA135S40H	1-1/4X21 BLK A135 S40 STL PIPE	21	451.771	C	94.87
MMLUGFM160400	4 GXG EXP JT UL/ FM 16 *X	1	1453.276	EA	1453.28
T773701200	TY313 1/2 BRS TY-FRB 200 QR UP	10	5.051	EA	50.51
VV040717PE2	4 GRV F/LOCK RSR CHK VLV 717	1	278.554	EA	278.55
AGF242AK	2 TEST & DRN W/ REL VLV 1/2 ORFC	1	339.415	EA	339.42
GST7882S12ZSD1	1-5/8X1-5/8X10 12 GALV SLD STRUT	40	848.217	C	339.29
T517921155	TY3531 1/2 BRS RFII 155 QR CONC	70	8.898	EA	622.86
D7415SD1PWR	3/8X3-3/4 CS POWER-STUD ANCR SD1	50	51.765	C	25.88
D7422SD1PWR	1/2X3 3/4 CS POWER-STUD ANCR SD1	50	88.798	C	44.40

Subtotal:	$18773.31
Inbound Freight:	$0.00
Tax:	$1783.48
Order Total:	$20556.79

Item Code	Description	Notice
VF040001P00	4 PTD F/LOCK 90 ELL 001	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
VF040002P00	4 PTD F/LOCK TEE 002	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
VL04009NPE0	4 PTD F/LOCK EZ RIGID COUP E 009N	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
VL040004PE0	4 PTD F/LOCK FLEX COUP E 004	⚠ WARNING: The external painted surfaces of these products can expose you to trace amounts of chemicals, including BBP, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.
FNW7005P0400	4 BLK ADJ STD CLEVIS HGR	⚠ WARNING: Cancer and Reproductive Harm WWW.p65warnings.ca.gov



KEY NOTES:

1. (E) SPRINKLER HEADS AND ALL ASSOCIATED PIPING TO BE REMOVED.
2. (E) 1 1/2" FS LINE SERVING DRAMA ROOM TO REMAIN AND RECONNECT TO NEW 2 1/2" FS IN REMODEL PHASE.
3. ALL (E) SPRINKLER HEADS IN THIS AREA ARE TO BE REMOVED AND REPLACED WITH NEW VRSWG 252 HEADS TO MATCH EXISTING (TYP.) (E EXISTING) 2 1/2" FEEDER LINE IN INSTRUMENTAL ROOM TO REMAIN. (CONTRACTOR TO VERIFY EXACT LOCATION IN FIELD). VRSWG ORIFICE 1/2", K-FACTOR 5.6 AND TEMP. RATING 165 DEGREE.
4. (E) 2" FS LINE SERVING (E) FIRE HOSE CABINET TO BE REMOVED.
5. NOT USED.
6. (E) 2" FS LINE SERVING (E) STAGE AND (E) STORAGE IS TO BE REMOVED.
7. (E) 2 1/2" FS LINE SERVING (E) STAGE AND (E) STORAGE IS TO BE REMOVED.
8. (E) UG 6" FS LINE SERVING (E) FIRE RISER TO BE DEMOLISHED UP TO POINT OF DISCONNECTION.
9. (E) 4" FIRE MAIN BELOW GRADE TO REMAIN.
10. (E) 4" UG FS LINE TO FDC TO REMAIN.
11. (E) 2 1/2" FIRE LINE ABOVE CEILING SERVING THE INSTRUMENTAL ROOM FROM RISER IS TO BE REMOVED.
12. ALL COMPONEMETS INCLUDING PIPING ASSOCIATED TO THE (E) FIRE RISER SYSTEM LOCATED IN THE MEDIA ROOM TO BE REMOVED.
13. REMOVE SECTION OF (E) FS LINE UP TO POINT OF DISCONNECT.
14. CAP END OF (E) 4" FS LINE.

CCD 022= 10 DAY DEMO ON THIS PAGE

FIRE PROTECTION DEMOLITION FLOOR PLAN ①
1/8" = 1'-0"

41 NORTH FAIR OAKS AVENUE
PASADENA, CA 91103
626.356.4080
626.356.3080 F
www.architecture-le.com

ROYAL HS - MPR RENOVATION

1402 ROYAL AVENUE,
SIMI VALLEY CA. 93065

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET,
SIMI VALLEY, CA 93065

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Agency Approval — FILE NO. 56-146

IDENTIFICATION STAMP
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NUMBER	ISSUE	DATE
2	CCD 22	8/13/2021
	Revision 2	Date 2
1	CCD 10	8/13/2018

REVISIONS

DATE	08/13/2018
JOB NUMBER	1756-01
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	

KEY PLAN

TITLE
FIRE PROTECTION DEMOLITION FLOOR PLAN

FPD2.11

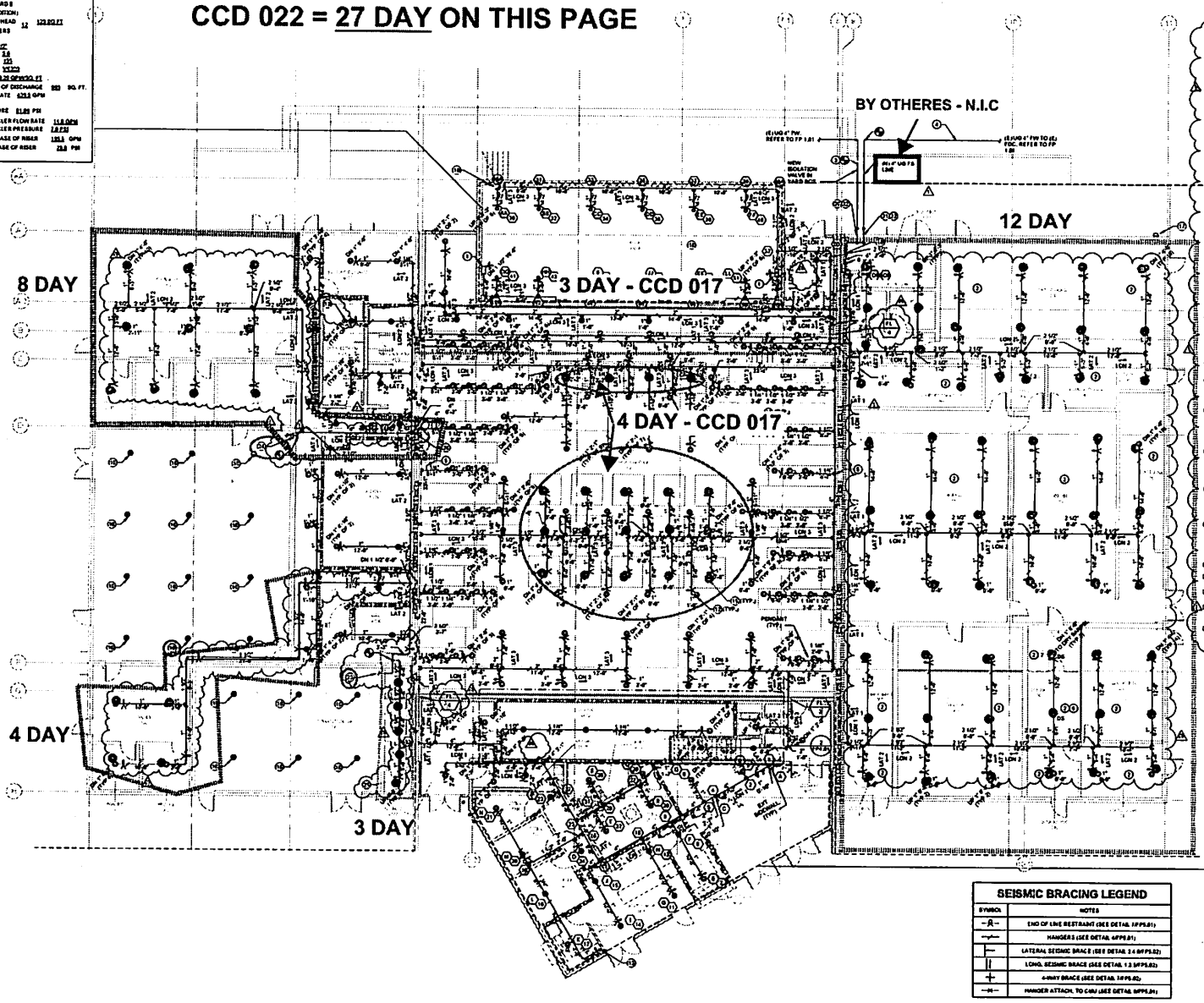
CCD 017 = 7 DAY ON THIS PAGE

CCD 022 = 27 DAY ON THIS PAGE

MOST REMOTE
HYDRAULIC SYSTEM
THIS BUILDING IS PROTECTED
BY A HYDRAULICALLY DESIGNED
AUTOMATIC SPRINKLER SYSTEM

LOCATION STAGE
BASIS OF DESIGN
ORDINARY HAZARD II
NFPA 13 (2013 EDITION)
COVERAGE PER HEAD 12 129.60 FT
NO. OF SPRINKLERS
PENDENT TYPE
ORIFICE 1/2"
K FACTOR 5.6
TEMPERATURE 155
SIN # VY1323
DENSITY 0.20 GPM/SQ. FT.
DESIGNED AREA OF DISCHARGE 960 SQ. FT.
SYSTEM FLOW RATE 576.0 GPM

SYSTEM PRESSURE 61.80 PSI
MINIMUM SPRINKLER FLOW RATE 19.8 GPM
MINIMUM SPRINKLER PRESSURE 19.7 PSI
FLOW RATE AT BASE OF RISER 195.1 GPM
PRESSURE AT BASE OF RISER 29.8 PSI



GENERAL NOTES:

1. FOR SEISMIC BRACING END OF LINE RESTRAINTS PPR HANGERS ATTACHMENTS ON HIGH ROOF STRUCTURE REFER TO M-6.00
2. FOR SEISMIC BRACING END OF LINE RESTRAINTS PPR HANGERS ATTACHMENTS TO LOW ROOF STRUCTURE REFER TO M-6.00
3. REFER TO RCP SHEET FP2.11 FOR SPRINKLER HEAD SCHEDULE

KEY NOTES:

1. PROVIDE NEW FHC-1 CABINET WITH EXTINGUISHER
2. THIS AREA IS TO BE DRAINED BACK TO FIRE RISER
3. PROVIDE (N) 4" FIRE LINE AND CONNECT TO EXISTING 4" SUPPLY.
4. (E) 4" FDC UNDERGROUND TO REMAIN.
5. PROVIDE NEW 4" FIRE SPRINKLER LINE ABOVE CEILING & MOUNT ON (E) MU WITH UNISTRUT & CLAMPS. SEE SP PS.01
6. FREEZER TEMPERATURE SET AT 4°F.
7. REFRIGERATOR TEMPERATURE SET AT 44°F.
8. NOT USED.
9. NOT USED.
10. ALL (E) SPRINKLER HEADS IN THIS AREA ARE TO BE REMOVED AND REPLACED WITH NEW VB.N5.382 HEADS WITH PUDDLE TO MATCH EXISTING (TYP) (CONTRACTOR TO VERIFY EXACT LOCATION IN FIELD). VF. 382 OR FACE 1/2". K-FACTOR 5.6 AND TEMP RATING 155 DEGREES.
11. NOT USED.
12. DROP PENDANT HEADS IN WATER SHIELD PIPING TO BE PAINTED COLOR PER ARCHITECT.
13. 1" AUXILIARY DRAIN PROVIDED ABOVE CEILING WITH ISOLATION VALVE AND HOSE CONNECTION.
14. NEW FIRE RISER SYSTEM PER DETAIL SP PS.01
15. PROVIDE AND LOCATE UPRIGHT SPRINKLER HEAD BELOW CEILING ABOVE CLOUD PANEL.
16. NOT USED.
17. PROVIDE FIRE ALARM HORN MOUNTED ON EXTERIOR BUILDING WALL (REFER TO LOW VOLTAGE / ELECTRICAL PLANS)
18. STAGE IS UNDERSTRUCTURED. NFPA 8.6.1.1.1.3 UNDER UNDERSTRUCTURED CONSTR. THE DISTANCE BETWEEN SPRINKLERS DEFLECTOR AND THE CEILING SHALL BE A MIN. OF 1" AND A MAX. OF 12" THROUGHOUT THE AREA OF COVERAGE OF THE SPRINKLER
19. PROVIDE AIR VENTING. PER NFPA 13.8.14.4. VENT SHALL BE LOCATED AT HIGH POINT IN SYSTEM TO ALLOW AIR TO BE REMOVED FROM THE PORTION OF THE SYSTEM BY MANUAL VALVE. (MODEL M76160AV, ADV)
20. PROVIDE 2" ANNULAR SPACE AROUND 4" FIRE MAIN THAT PENETRATES THRU THE (E) MECHANICAL WALL. EXISTING REBAR SHALL BE LOCATED PRIOR TO CUTTING/DRILLING. EXISTING REBAR SHALL NOT CUT OR DAMAGED.
21. PROVIDE 2" ANNULAR SPACE AROUND NEW 4" FDC LINE THAT PENETRATES THRU THE (E) MECHANICAL WALL. EXISTING REBAR SHALL BE LOCATED PRIOR TO CUTTING/DRILLING. EXISTING REBAR SHALL NOT CUT OR DAMAGED.
22. SEAL PENETRATIONS WATER TIGHT
23. (N) 2 1/2" FB LINE - CONNECT TO (E) 2 1/2" LINE SERVING SYSTEM IN DRAMA CLASSROOM
24. (N) 4" FB LINE - CONNECT TO (E) 2 1/2" LINE SERVING SYSTEM IN INSTRUMENTAL ROOM.
25. (N) 1 1/2" FB LINE TO BE RUN BELOW RCP TO SERVE UPRIGHT SPRINKLERS IN SAME CLASSROOMS.
26. (N) 4" FB LINE TO PENETRATE EXPOSED THRU PARAPET WALL AND EXTEND DOWN THRU LOWER ROOF INTO CEILING SPACE

SEISMIC BRACING LEGEND

SYMBOL	NOTES
-R-	END OF LINE RESTRAINT (SEE DETAIL 1/FP5.01)
-/-	HANGERS (SEE DETAIL 4/FP5.01)
⊢	LATERAL SEISMIC BRACE (SEE DETAIL 2 & 3/FP5.02)
‖	LONG. SEISMIC BRACE (SEE DETAIL 1 & 3/FP5.02)
+	4-WAY BRACE (SEE DETAIL 3/FP5.02)
-H-	HANGER ATTACH. TO CMU (SEE DETAIL 5/FP5.01)

FIRE PROTECTION REMODEL FLOOR PLAN ①
1/8" = 1'-0"

MOST REMOTE
HYDRAULIC SYSTEM
THIS BUILDING IS PROTECTED
BY A HYDRAULICALLY DESIGNED
AUTOMATIC SPRINKLER SYSTEM

LOCATION OFFICES & STUDENT STORE
BASIS OF DESIGN
LIGHT HAZARD
NFPA 13 (2013 EDITION)
COVERAGE PER HEAD 144 SQ FT
NO. OF SPRINKLERS 22
PENDENT TYPE
ORIFICE 1/2"
K FACTOR 5.6 & 8.0 & 5.6
TEMPERATURE 155
SIN # VY1323 & VY1423
DENSITY 0.10 GPM/SQ. FT.
DESIGNED AREA OF DISCHARGE 1320 SQ. FT.
SYSTEM FLOW RATE 132.0 GPM

SYSTEM PRESSURE 84.80 PSI
MINIMUM SPRINKLER FLOW RATE 15.2 GPM
MINIMUM SPRINKLER PRESSURE 13.3 PSI
FLOW RATE AT BASE OF RISER 621.6 GPM
PRESSURE AT BASE OF RISER 61.1 PSI

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NUMBER	ISSUE	DATE
4	CCD 23	9/30/2021
3	RFI 173	9/29/2021
2	CCD 017	8/23/2021
1	Bulletin 1	Date 1
0	CCD 02	9/10/2020

REVISIONS

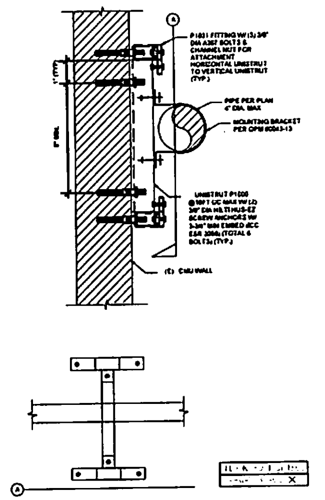
DATE	10/10/2020
JOB NUMBER	1701-01
SCALE	AS NOTED
DRAWN	-
CHECKED	-
APPROVED	-

KEY PLAN

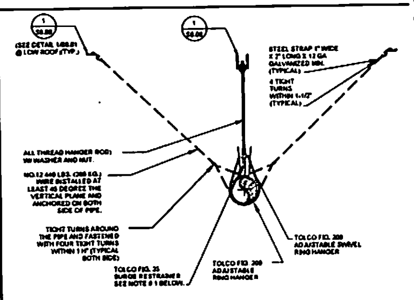
TITLE
FIRE PROTECTION REMODEL FLOOR PLAN

SHEET
FP2.11

CCD 022 = 5 DAY -RISER ROOM
U.G BY OTHERES



HANGER ATTACHMENT TO CMU WALL — NTS — 9

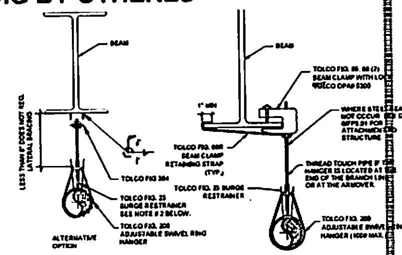


END OF LINE RESTRAINT

NOTES:
1. TOLCO FIG. 25 SURGE RESTRAINER ONLY TO BE USED ON THE HANGER CLOSE IT TO END OF LINE STRAINER AND AT BRACING LOCATIONS (FIG 25 SURGE RESTRAINER TO BE USED TO PREVENT PIPE UPWARD MOVEMENT.
2. AT LOCATIONS SUSPENDED FROM HIGH ROOF, REFER TO STRUCTURAL DETAILS ON S8.80. AT LOCATIONS SUSPENDED FROM LOW ROOF, REFER TO STRUCTURAL DETAILS ON S8.81.
3. SEISMIC WIRE BRACING DETAIL AT THE END OF BRANCH LINE TO BE LOCATED WITHIN 2'-0" OF A HANGER AND 2'-0" MAXIMUM FROM END ON LINE.
4. ADD HANGER AND BRACE LOCATIONS AS NECESSARY TO COMPLY WITH LOAD LIMITATIONS ON 1/S8.80 AND 1/S8.81.

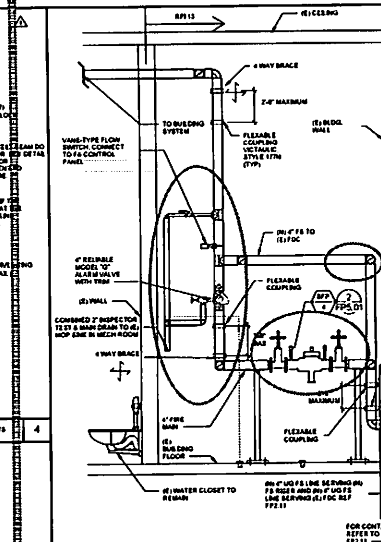
DENOTE SPLAY WIRE AT END OF BRANCH LINE

HANGERS END OF LINE RESTRAINTS (STEEL) — NTS — 7

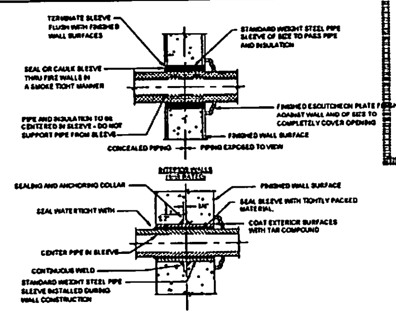


NOTE:
1. WHEN GRAVITY HANGER LANDS BETWEEN TWO STEEL BEAMS, SEE OPM 0053-13 SHEET 11-67.
2. TOLCO FIG. 25 SURGE RESTRAINER ONLY TO BE USED ON THE HANGER CLOSER TO END OF LINE STRAINER AND AT BRACING LOCATIONS
3. REFER TO NFPA 13 9.3.6.4(a) FOR MAXIMUM SPACING OF BRANCH LINE RESTRAINTS.

PIPE HANGER FOR STEEL BEAM — NTS — 4



NEW FIRE SPRINKLER RISER — NTS — 1

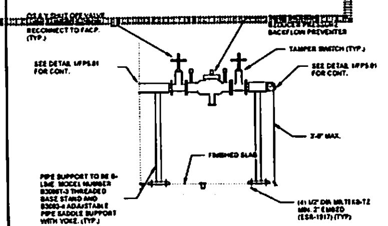


1 HR RATED FIRE RATED

FIRE BARRIER 3M MODEL PSS7904 CAL. STATE FIRE MARSHAL LISTING NO. 4485-0941:100.

HOLE IN CONCRETE MUST PROVIDE 1" ANNULAR CLEARANCE FOR PIPES 3 1/2" AND SMALLER AND MUST PROVIDE 2" ANNULAR CLEARANCE FOR PIPES LARGER THAN 3 1/2"

PIPE SLEEVES THRU WALL DETAIL — NTS — 5



BACKFLOW INSTALLATION DETAIL — NTS — 2

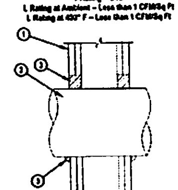
Location of Test: Royal High School - 1402 Royal Ave., Simi Valley

Simi Valley Unified School District

Date of Test	09/10/21	9/10/21
Time	10:01am	10:23am
Day	Friday	Friday
Water Main Diameter:	Private On Site	Private On Site
Pitot PSI	55	56
Residual PSI	64	65
Static PSI	92	102
Hydrant ID No. Tested / Location	S.W Corner Bldg#4	S. Section Parking Lot#3
Hydrant ID No. Residual Observed / Location	S. Section Parking Lot#6	S.W Corner Bldg#4
Orifice Size (inches)	2.5"	2.5"
Observed GPM	2319	2342
20 PSI GPM	4194	3607
Remarks:		
RLD Fire Protection, Inc. - Robert Apostol and Sam Callaway 805-233-8032		
SVUSD - David Pegg 818-515-0828		
DSA - Timothy Hoyt 805-443-3002		

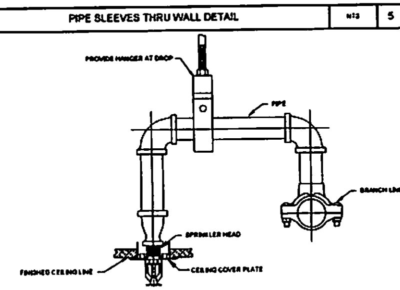
RLD Fire Protection, Inc. - 1678 Lirio Ave., Ventura, CA 93004
805-233-8032 State License 914903 C(16)
Ray J Lee 805-625-2518 09/10/21

FLOW TEST — NTS — 10



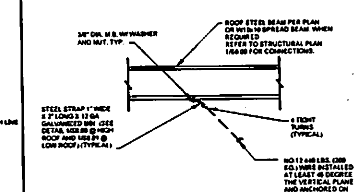
System No. W-L-1297

FIRE RATED PENETRATION DETAIL — NTS — 8



NOTE:
SUSPENDED CEILING ASSEMBLIES SHALL HAVE A 2" OVERSIZE RING, SLEEVE OR ADAPTOR THROUGH THE CEILING TILE TO ALLOW FOR FREE MOVEMENT OF AT LEAST 1" IN ALL HORIZONTAL DIRECTIONS.

SPRINKLER INSTALLATION DETAIL — NTS — 6



NOTE:
1. REFER TO NFPA 13 9.3.6.4(a) FOR MAXIMUM SPACING OF BRANCH LINE RESTRAINTS. FOR ADDITIONAL INFORMATION SEE STRUCTURAL PLANS.

END OF LINE RESTRAINT (STEEL) — NTS — 3

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NUMBER	ISSUE	DATE
1	CCD 02	9/13/2019
2	CCD 22	9/13/2021

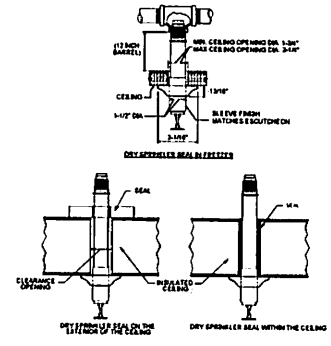
REVISIONS

DATE	10/01/2018
JOB NUMBER	1766-01
SCALE	AS NOTED
DRAWN	-
CHECKED	-
APPROVED	
KEY PLAN	

TITLE
FIRE PROTECTION DETAILS

SHEET
FP5.01

NOT USED	NTS	7	NOT USED	NTS	5	NOT USED	NTS	3	DRY PENDENT SPRINKLER DETAIL	NTS	1
NOT USED	NTS	8	NOT USED	NTS	6	NOT USED	NTS	4	NOT USED	NTS	2



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NUMBER	ISSUE	DATE
3	CCD 22	01/10/21

REVISIONS

DATE	10/21/2020
JOB NUMBER	1701-03
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	
KEY PLAN	

TITLE
FIRE PROTECTION DETAILS

SHEET
FP5.03

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Royal High School**	Date:	January 4, 2022
Project Name:	**Royal HS MPR Renovations**	**COP Number:**	48
To: *Name & Title*	George Kwiter (SPM)	Project Number:	**X000-64-17**
From: *Contractor*	**The Nazerian Group**	Bid Number:	**20B27BX332**

Description of Work:

Rerouting the existing 3" Gas line from the roof to the ceiling at the MPR location per RFI 239 response. (Welding)

A. Subcontractor Cost of the Work:			
Crosby Plumbing,inc	$ 28,229.42		
	$ -		
	$ -	**Subtotal A:**	$ 28,229.42
A1. GC Markup of Subcontractor Cost: (6%)			$ 1,693.77
B. Contractor Cost of the Work:			
Payroll Costs (See attached supporting documentation.)	$ -		
Materials and Equipment (See attached suporting documentation.)	$ -		
Consultant Costs (See attached suporting documentation.)	$ -		
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:**	$ -
		Subtotal C:	$ -
C. Contractor Fee: (15%) - (As per General Conditions)			
D. Total of Subcontractor and GC Cost	**Total = (A + A1 + B + C)**	**Total:**	$ 29,923.19
E. GC Bond Rate (1%)			
G. Total COP Cost			$ 29,923.19

☐ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** ☐ **calendar days.**

☑ **The proposal does NOT affect the Contract Time.**

George Kwiter	George Kwiter /SPM	January 4, 2022
Contractor's Signature:	Printed Name & Title	Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

Additional Work Authorization

Subcontractor Cost Proposal

Royal High School

COR #07 Weld

Company Name	Trade/ Description	Date
CROSBY PLUMBING, Inc.	PLUMBING	1/3/2022

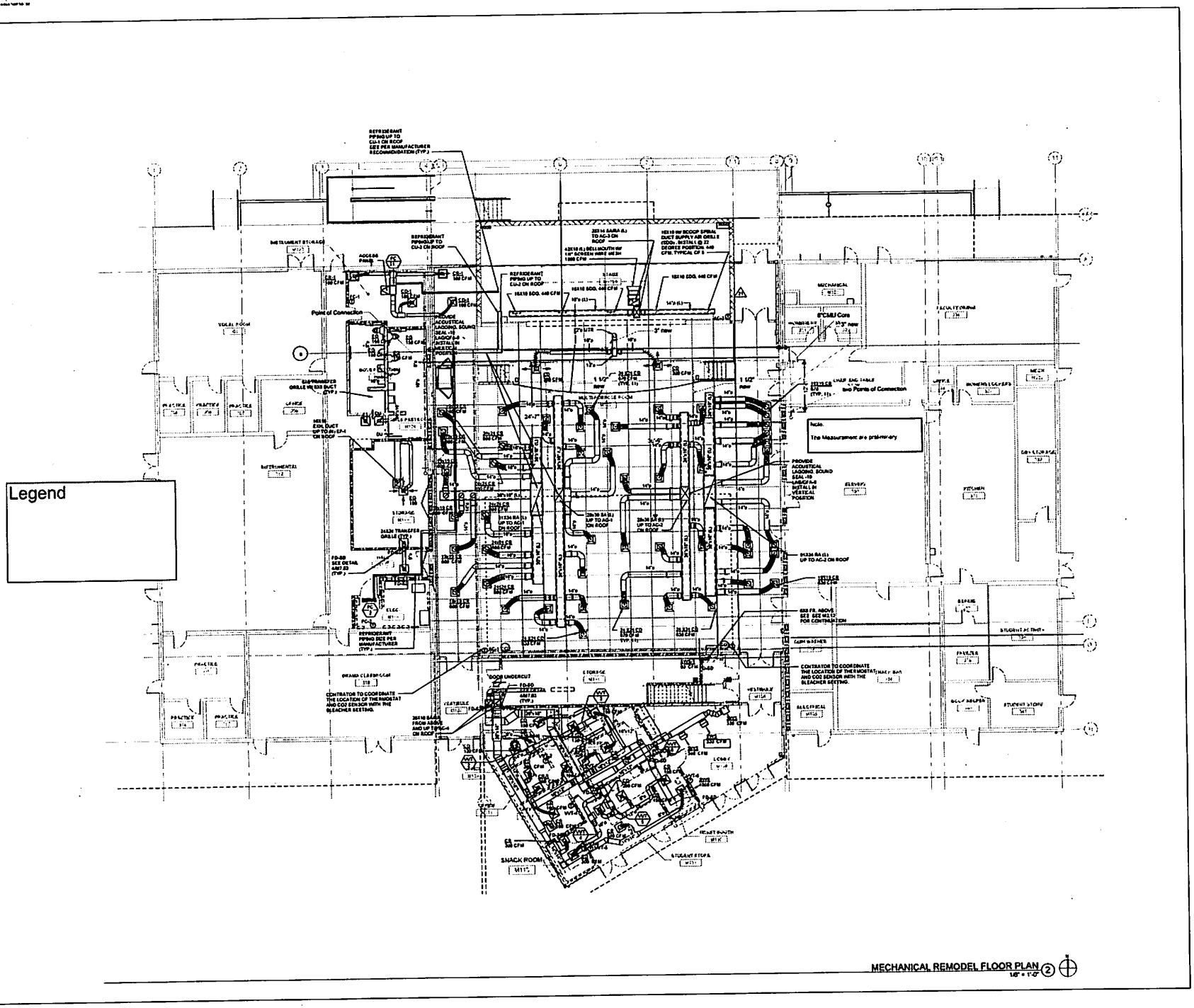
WORK DESCRIPTION:

Subcontractor Labor Costs: (Attach additional forms or Information as required)

Description of work	No. of Workers	Hours	Rate	Ext. Costs
Rework exisitng gas line to be hung	1 Forman	8	$ 108.53	$ 868.24
from ceiling per RFI 239	2 Plumber	48	$ 99.30	$ 9,532.80
	1 Laborer	48	$ 74.41	$ 3,571.68
	1 Operator		$ 98.11	$ -
3" Fittings to be Welded and 2"	1 Welder	40	$ 135.00	$ 5,400.00
and below to be threaded fittings				
Work excludes and seismic loops				
			SUBTOTAL:	$ 19,372.72

Subcontractor Material And equipment Costs: (Attach supporting invoices)

Item Description	Quantity	Unit Costs	Ext. Costs
3" Sch 40 steel pipe	105	$ 19.57	$ 2,054.85
3" SS Weld fittings	15	$ 35.20	$ 528.00
11/2" Sch 40 pipe	84	$ 6.35	$ 533.40
11/2" Sch 40 threaded fittings	25	$ 13.54	$ 338.50
Hangers and supports	15	$ 35.41	$ 531.15
Threading machine (per day)	2	$ 215.00	$ 430.00
Mega Press tool (per day)	4	$ 198.00	$ 792.00
Core Drills 6"	2	$ 350.00	$ 700.00
X ray	1	$ 800.00	$ 800.00
Scissor lift (per day)	5	$ 75.00	$ 375.00
Credit back for roof top supports per plan	-12	$ 200.00	$ (2,400.00)
	Subtotal		$ 4,682.90
	Tax		$ 5,174.60
	L & M Sub-total		$ 24,547.32
	15% OH&P		$ 3,682.10
	Subcontractor Total Costs:		**$ 28,229.42**



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AC ____ FLS ____ 03 ____
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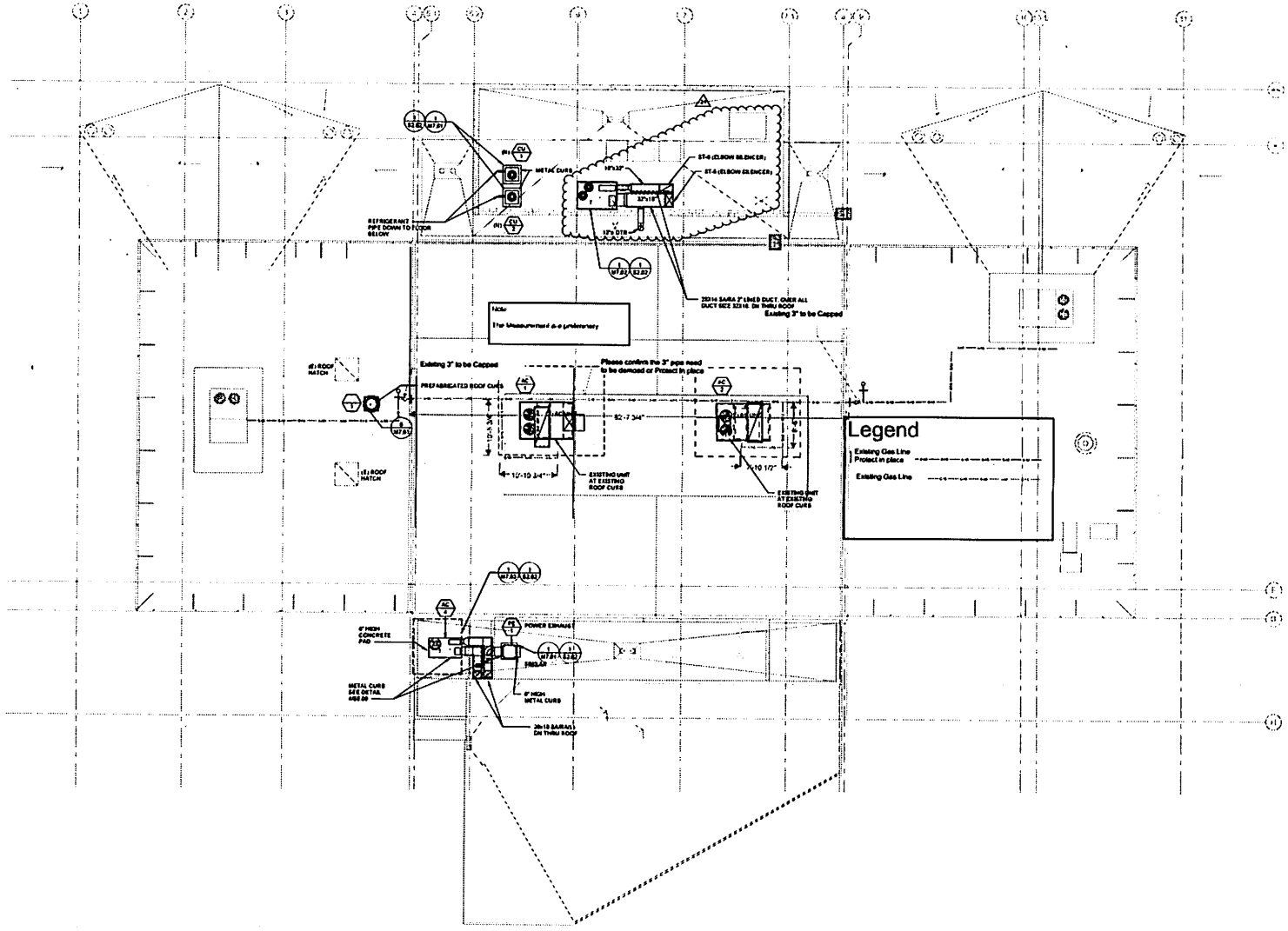
NUMBER	ISSUE	DATE
1	Revision 1	Date 1

REVISIONS

DATE	10/21/2016
JOB NUMBER	1755-01
SCALE	AS NOTED
DRAWN	--
CHECKED	--
APPROVED	
KEY PLAN	

TITLE
MECHANICAL REMODEL FLOOR PLAN

SHEET
M2.11



MECHANICAL ROOF PLAN 1
1/8" = 1'-0"

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NUMBER	ISSUE	DATE
1	ASI #6	5/26/21

REVISIONS

DATE	10/01/2018
JOB NUMBER	1706-02
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APPROVED	

KEY PLAN

TITLE
MECHANICAL ROOF PLAN

SHEET
M2.13

DocuSign Envelope ID: 1B97F01C-C614-45EB-8665-66979BF56C66

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:	Royal High School	RFI Number:	239
Project Name:	Royal HS MPR Renovations	Date:	12/15/2021
To: (Architect)	Architecture for Education	Project No.:	X000-64-17
From:	The Nazerian Group	Bid Number:	20B27BX332

Drawing Number Detail	Specification Section	Page
Detail 12		P5.01

Request:

After coordination with the roofing contractor and reviewing Detail 1/ A9.30 and typical Sarnafil Pipe Penetration Flashing details, Sarnafil roofing requires a minimum of 8" to install a flashing booth. Please advise on the following:

Q1: Detail12/P5.1 demonstrates that the support height does not exceed form 6", which contradicts 1/ A9.30 roofing detail. Please advise if it is acceptable to raise the support to 10" to satisfy the minimum Sarnafil roof Flashing requirements or use proposed detail SK-001

Q2: The existing gas line is only installed 2" above the roof and in close proximity of existing HVAC curbs (6" from Curb) along the GL D.4, which contradicts with detail 1/A9.30 and Sarnafil Pipe Penetration Flashing (12" minimum all-around flashing). Please advise if it is acceptable to raise and shift the Gas pipe per SK-002 to satisfy the minimum Sarnafil roof Flashing requirements.

Q3: The existing gas pipe in Low Roofs is set on the roof with no support. Please confirm if the out of scope of work gas pipe remains untouched and protected in place.

Request Issued by:	Contractor's Signature	Name (Printed)	Date
	Hovik Margosian	Hovik Margosian	12/15/2021

Response:

Samafil portion of roof only has 2 penetrations. The majority of penetrations occur at the (existing) Garland roof.
As discussed at job site walk on 12.22.21 with SVUSD, IOR, AOR, and TNG; the existing gas line is in poor condition and cannot be moved and adjusted as required. There are two options. Option 1) Replace existing gas line and raise it up 10" above roof surface and 12" north of the existing pad. Option 2) Remove all existing gas lines from high roof and run beneath roof and above ceiling in MPR.
SVUSD to decide which option to move forward with.
Q1: Should option 1 be chosen, use detail 12/P5.1 and change 6" max to 10" max. This distance is from top of roof to top of vertical support..
Q2: Should option 1 be chosen, move gas line to the north a min. of 12" away from existing curbs.
Q3: Existing gas pipes on low roof are not in scope.
VPeltier, A4E, 12.22.21

Response Issued by:	Architect's Signature	Name (Printed)	Date

Response Reviewed by:	Project Coordinator's Signature	Name (Printed)	Date
		DAVID PEGG	

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.

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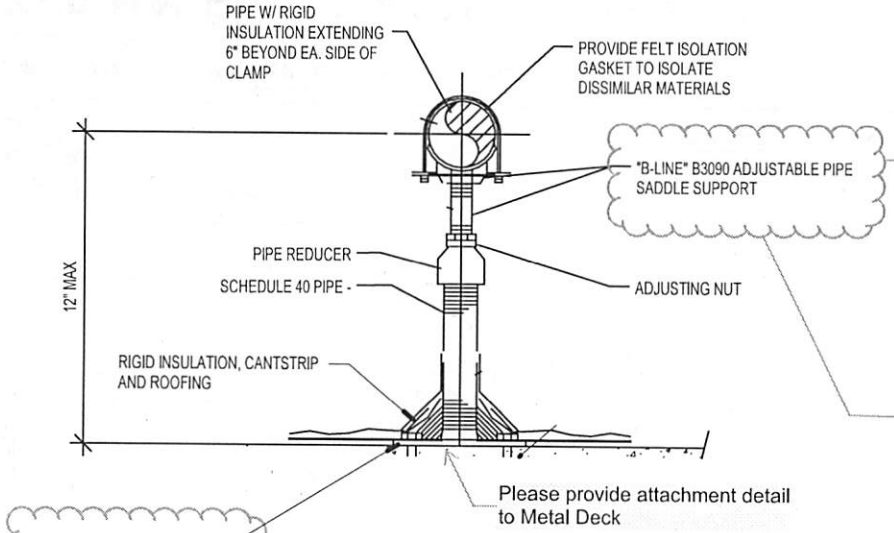
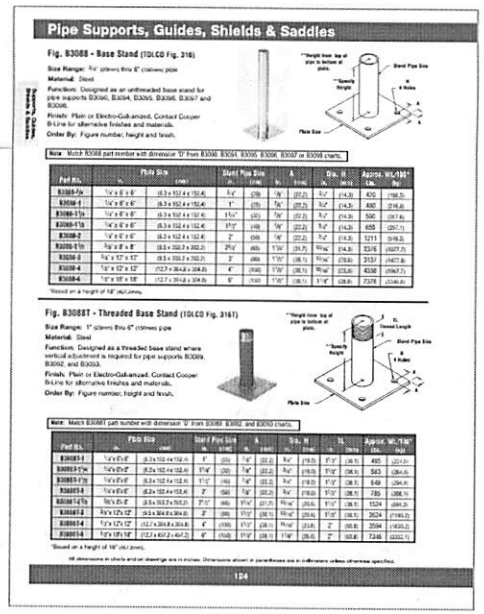




Pipe Supports, Guides, Shields & Saddles

Fig. B3088 - Base Stand (TOLCO Fig. 316)

Size Range: ¾" (20mm) thru 6" (150mm) pipe

Material: Steel

Function: Designed as an unthreaded base stand for pipe supports B3090, B3094, B3095, B3096, B3097 and B3098.

Finish: Plain or Electro-Galvanized. Contact Cooper B-Line for alternative finishes and materials.

Order By: Figure number, height and finish.

Note: Match B3088 part number with dimension "D" from B3090, B3094, B3095, B3096, B3097 or B3098 charts.

Part No.	Plate Size in.	Plate Size (mm)	Stand Pipe Size in.	Stand Pipe Size (mm)	A in.	A (mm)	Dia. B in.	Dia. B (mm)	Approx. Wt./100* Lbs.	Approx. Wt./100* (kg)
B3088-¾	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	¾"	(20)	⅞"	(22.2)	¾"	(14.3)	420	(190.5)
B3088-1	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	1"	(25)	⅞"	(22.2)	¾"	(14.3)	460	(208.6)
B3088-1¼	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	1¼"	(32)	⅞"	(22.2)	¾"	(14.3)	590	(267.6)
B3088-1½	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	1½"	(40)	⅞"	(22.2)	¾"	(14.3)	655	(297.1)
B3088-2	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	2"	(50)	⅞"	(22.2)	¾"	(14.3)	1211	(549.5)
B3088-2½	½" x 8" x 8"	(12.7 x 203.2 x 203.2)	2½"	(65)	1¼"	(31.7)	⅝"	(14.3)	2276	(1027.7)
B3088-3	½" x 12" x 12"	(12.7 x 304.8 x 304.8)	3"	(80)	1½"	(38.1)	⅝"	(15.9)	3137	(1422.8)
B3088-4	½" x 12" x 12"	(12.7 x 304.8 x 304.8)	4"	(100)	1½"	(38.1)	⅝"	(15.9)	4338	(1967.7)
B3088-6	½" x 18" x 18"	(12.7 x 457.2 x 457.2)	6"	(150)	1½"	(38.1)	1⅛"	(28.6)	7378	(3346.6)

*Based on a height of 18" (457.2mm).

Fig. B3088T - Threaded Base Stand (TOLCO Fig. 316T)

Size Range: 1" (25mm) thru 6" (150mm) pipe

Material: Steel

Function: Designed as a threaded base stand where vertical adjustment is required for pipe supports B3089, B3092, and B3093.

Finish: Plain or Electro-Galvanized. Contact Cooper B-Line for alternative finishes and materials.

Order By: Figure number, height and finish.

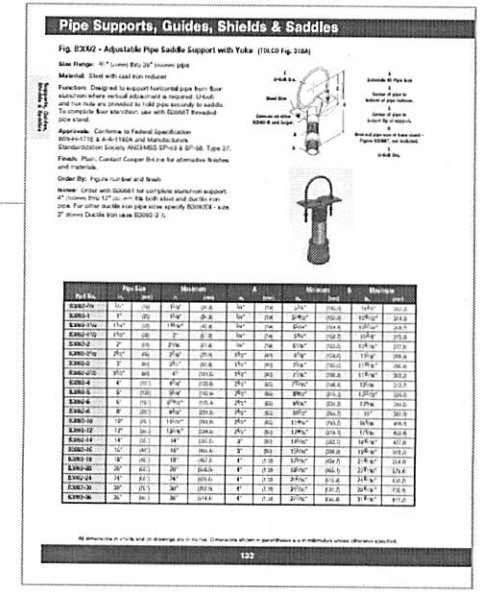
Note: Match B3088T part number with dimension "D" from B3089, B3092, and B3093 charts.

Part No.	Plate Size in.	Plate Size (mm)	Stand Pipe Size in.	Stand Pipe Size (mm)	A in.	A (mm)	Dia. B in.	Dia. B (mm)	TL in.	TL (mm)	Approx. Wt./100* Lbs.	Approx. Wt./100* (kg)
B3088T-1	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	1"	(25)	⅞"	(22.2)	¾"	(19.0)	1½"	(38.1)	460	(209.0)
B3088T-1¼	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	1¼"	(32)	⅞"	(22.2)	¾"	(19.0)	1½"	(38.1)	543	(246.4)
B3088T-1½	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	1½"	(40)	⅞"	(22.2)	¾"	(19.0)	1½"	(38.1)	649	(294.4)
B3088T-2	¼" x 6" x 6"	(6.3 x 152.4 x 152.4)	2"	(50)	⅞"	(22.2)	¾"	(19.0)	1½"	(38.1)	785	(356.1)
B3088T-2½	½" x 8" x 8"	(12.7 x 203.2 x 203.2)	2½"	(65)	1¼"	(31.7)	⅝"	(15.9)	1½"	(38.1)	1524	(691.3)
B3088T-3	½" x 12" x 12"	(12.7 x 304.8 x 304.8)	3"	(80)	1½"	(38.1)	⅝"	(15.9)	1½"	(38.1)	2624	(1190.2)
B3088T-4	½" x 12" x 12"	(12.7 x 304.8 x 304.8)	4"	(100)	1½"	(38.1)	⅝"	(15.9)	2"	(50.8)	2594	(1176.5)
B3088T-6	½" x 18" x 18"	(12.7 x 457.2 x 457.2)	6"	(150)	1½"	(38.1)	1⅛"	(28.6)	2"	(50.8)	7348	(3332.1)

*Based on a height of 18" (457.2mm).

All dimensions in charts and on drawings are in inches. Dimensions shown in parentheses are in millimeters unless otherwise specified.

124



Pipe Supports, Guides, Shields & Saddles

Fig. B3092 - Adjustable Pipe Saddle Support with Yoke (TOLCO Fig. 318A)

Size Range: ¾" (20mm) thru 24" (600mm) pipe

Material: Steel with cast iron reducer

Function: Designed to support horizontal pipe from floor stanchion where vertical adjustment is required. U-bolt and hun nuts are provided to hold pipe securely to saddle. To complete floor stanchion, use with B3088T threaded pipe stand.

Approvals: Conforms to Federal Specification A-A-1192A and Manufacturers Standardization Society, ANSI/MSS SP-69 & SP-58, Type 37.

Finish: Plain. Contact Cooper B-Line for alternative finishes and materials.

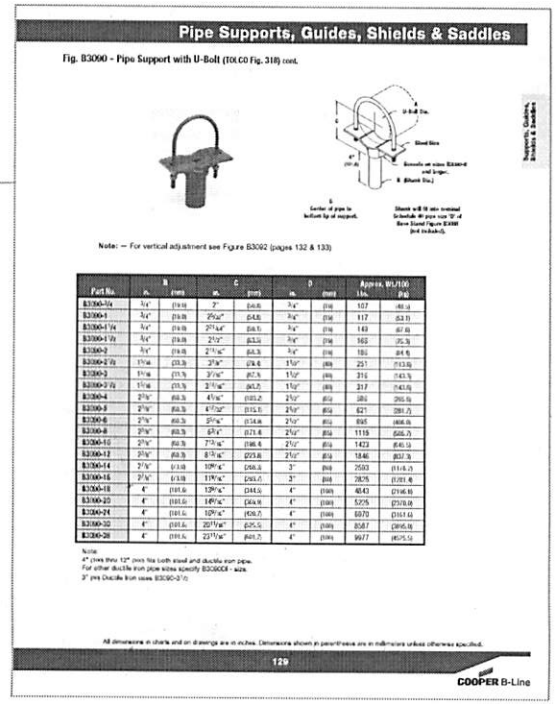
Order By: Figure number and finish.

Notes: Order with B3088T for complete stanchion support. 4" (100mm) thru 12" (300mm) fits both steel and ductile iron pipe. For other ductile iron pipe sizes specify B3092E - size. 2" (50mm) Ductile Iron uses B3092-2½.

Part No.	Pipe Size in.	Pipe Size (mm)	Minimum in.	Minimum (mm)	A in.	A (mm)	Minimum in.	Minimum (mm)	B in.	B (mm)
B3092-¾	¾"	(20)	9¼"	(235.0)	¾"	(19)	5¾"	(146.0)	10¾"	(273.0)
B3092-1	1"	(25)	9¼"	(235.0)	¾"	(19)	5¾"	(146.0)	10¾"	(273.0)
B3092-1¼	1¼"	(32)	9¼"	(235.0)	¾"	(19)	5¾"	(146.0)	10¾"	(273.0)
B3092-1½	1½"	(40)	9"	(228.6)	¾"	(19)	5¾"	(146.0)	10¾"	(273.0)
B3092-2	2"	(50)	9⅞"	(251.4)	¾"	(19)	6⅛"	(155.0)	10¾"	(273.0)
B3092-2½	2½"	(65)	9¾"	(247.6)	1⅛"	(28)	6⅞"	(174.6)	10¾"	(273.0)
B3092-3	3"	(80)	10¼"	(260.4)	1⅛"	(28)	7¼"	(184.0)	11⅝"	(295.3)
B3092-3½	3½"	(90)	11"	(279.4)	1⅛"	(28)	7⅞"	(200.3)	11⅝"	(295.3)
B3092-4	4"	(100)	11¾"	(298.5)	1⅛"	(28)	7⅞"	(200.3)	12⅝"	(320.7)
B3092-5	5"	(125)	12¾"	(323.9)	1⅛"	(28)	8¾"	(222.2)	13⅝"	(346.0)
B3092-6	6"	(150)	13⅞"	(352.4)	1⅛"	(28)	9⅛"	(231.2)	13⅝"	(346.0)
B3092-8	8"	(200)	16¼"	(412.8)	1⅛"	(28)	10⅞"	(276.2)	15"	(381.0)
B3092-10	10"	(250)	18¼"	(463.6)	1⅛"	(28)	11⅞"	(301.5)	16⅞"	(428.6)
B3092-12	12"	(300)	19⅞"	(504.8)	1⅛"	(28)	12⅞"	(327.0)	17⅞"	(454.0)
B3092-14	14"	(350)	21"	(533.4)	2"	(50)	14⅞"	(377.5)	19⅞"	(504.8)
B3092-16	16"	(400)	22"	(558.8)	2"	(50)	15⅞"	(403.0)	19⅞"	(504.8)
B3092-18	18"	(450)	23"	(584.2)	2"	(50)	17⅞"	(454.0)	21⅞"	(554.0)
B3092-20	20"	(500)	24"	(609.6)	2"	(50)	18⅞"	(479.5)	21⅞"	(554.0)
B3092-24	24"	(600)	26"	(660.4)	2"	(50)	21⅞"	(555.8)	23⅞"	(606.2)
B3092-30	30"	(750)	30"	(762.0)	2"	(50)	27⅞"	(707.2)	26⅞"	(679.5)
B3092-36	36"	(900)	36"	(914.4)	2"	(50)	27⅞"	(707.2)	31⅞"	(809.2)

All dimensions in charts and on drawings are in inches. Dimensions shown in parentheses are in millimeters unless otherwise specified.

122



Pipe Supports, Guides, Shields & Saddles

Fig. B3090 - Pipe Support with U-Bolt (TOLCO Fig. 318) cont.

Note: — For vertical adjustment see Figure B3092 (pages 132 & 133)

Part No.	A in.	A (mm)	C in.	C (mm)	D in.	D (mm)	Approx. Wt./100 Lbs.	Approx. Wt./100 (kg)
B3090-¾	¾"	(19.0)	2"	(50.8)	¾"	(19)	107	(48.5)
B3090-1	¾"	(19.0)	2¼"	(54.0)	¾"	(19)	117	(53.1)
B3090-1¼	¾"	(19.0)	2¼"	(58.1)	¾"	(19)	140	(63.5)
B3090-1½	¾"	(19.0)	2½"	(63.5)	¾"	(19)	165	(75.3)
B3090-2	¾"	(19.0)	2⅞"	(73.3)	¾"	(19)	186	(84.4)
B3090-2½	1⅛"	(28.6)	3⅝"	(92.1)	1⅛"	(28)	237	(107.5)
B3090-3	1⅛"	(28.6)	3¾"	(95.3)	1⅛"	(28)	316	(143.3)
B3090-3½	1⅛"	(28.6)	3⅞"	(98.4)	1⅛"	(28)	317	(143.8)
B3090-4	2½"	(63.5)	4⅞"	(123.2)	2½"	(63)	586	(265.8)
B3090-5	2½"	(63.5)	6⅞"	(175.3)	2½"	(63)	621	(281.7)
B3090-6	2½"	(63.5)	8¼"	(209.6)	2½"	(63)	895	(406.0)
B3090-8	2½"	(63.5)	9¾"	(247.6)	2½"	(63)	1119	(507.7)
B3090-10	2½"	(63.5)	7¾"	(196.8)	2½"	(63)	1423	(645.5)
B3090-12	2½"	(63.5)	8¾"	(222.2)	2½"	(63)	1846	(837.3)
B3090-14	2½"	(63.5)	10¾"	(273.0)	3"	(76)	2593	(1176.2)
B3090-16	2½"	(63.5)	11¾"	(298.5)	3"	(76)	2875	(1303.9)
B3090-18	4"	(101.6)	13¾"	(349.3)	4"	(101)	4543	(2060.8)
B3090-20	4"	(101.6)	14¾"	(374.9)	4"	(101)	5275	(2392.6)
B3090-24	4"	(101.6)	16¾"	(425.7)	4"	(101)	6870	(3117.0)
B3090-30	4"	(101.6)	20¼"	(514.3)	4"	(101)	8587	(3895.0)
B3090-36	4"	(101.6)	23¼"	(590.5)	4"	(101)	9977	(4525.0)

Note:
4" (100mm) thru 12" (300mm) fits both steel and ductile iron pipe.
For other ductile iron pipe sizes specify B3090E - size.
2" (50mm) Ductile Iron uses B3090-2½.

All dimensions in charts and on drawings are in inches. Dimensions shown in parentheses are in millimeters unless otherwise specified.

129

COOPER B-Line

SK-001

20B27BX332 - Royal HS MPR Renovation - DSA # 03-118787

THE NAZERIAN GROUP *RFI 239 - Roof Gas line issues*

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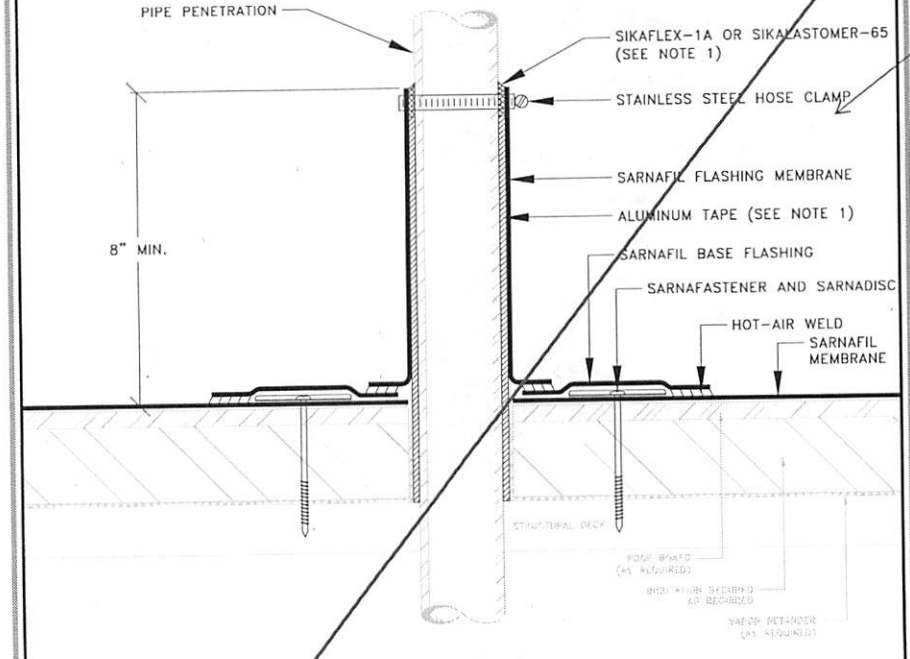

Not applicable, RFI is not about penetrating the roof.

NOTES:
1) IF EXISTING PENETRATION IS CONTAMINATED, COVER WITH ALUMINUM TAPE AND USE SIKALASTOMER-65 UNDER HOSE CLAMP. ALTERNATIVE IS TO ELIMINATE ALUMINUM TAPE AND USE SARNAFIL G 459 FLASHING MEMBRANE AND SIKALASTOMER-65 UNDER HOSE CLAMP.
2) SEALANT IS A MAINTENANCE ITEM AND IS NOT COVERED UNDER THE SARNAFIL WARRANTY.

PIPE PENETRATION FLASHING

BUILDING TRUST
781-828-5400 usa.sarnafil.sika.com

JOB NAME:			
SCALE: N.T.S.	DATE: 05/21	FILE NO.: 7-2	DRW. NO.: XXX

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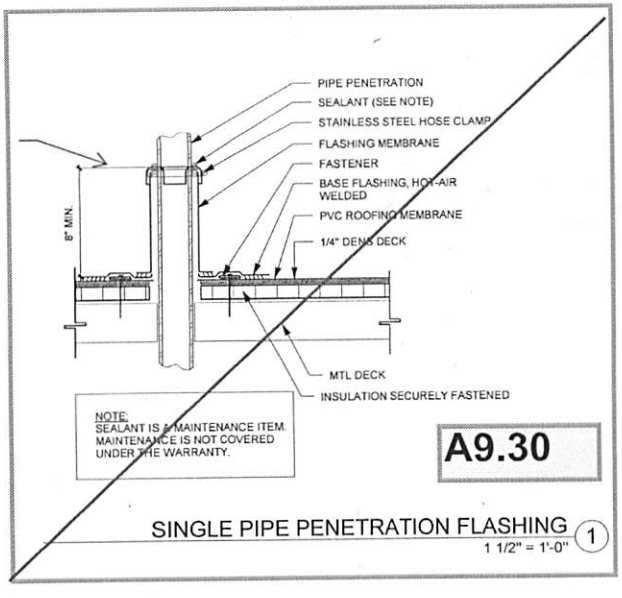
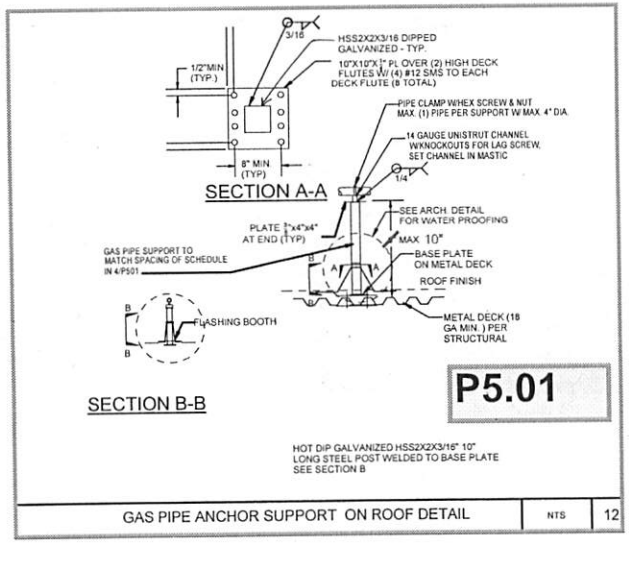


NOTE:
SEALANT IS A MAINTENANCE ITEM. MAINTENANCE IS NOT COVERED UNDER THE WARRANTY.

A9.30

SINGLE PIPE PENETRATION FLASHING (1)
1 1/2" = 1'-0"



SECTION A-A

SECTION B-B

P5.01

GAS PIPE ANCHOR SUPPORT ON ROOF DETAIL	NTS	12

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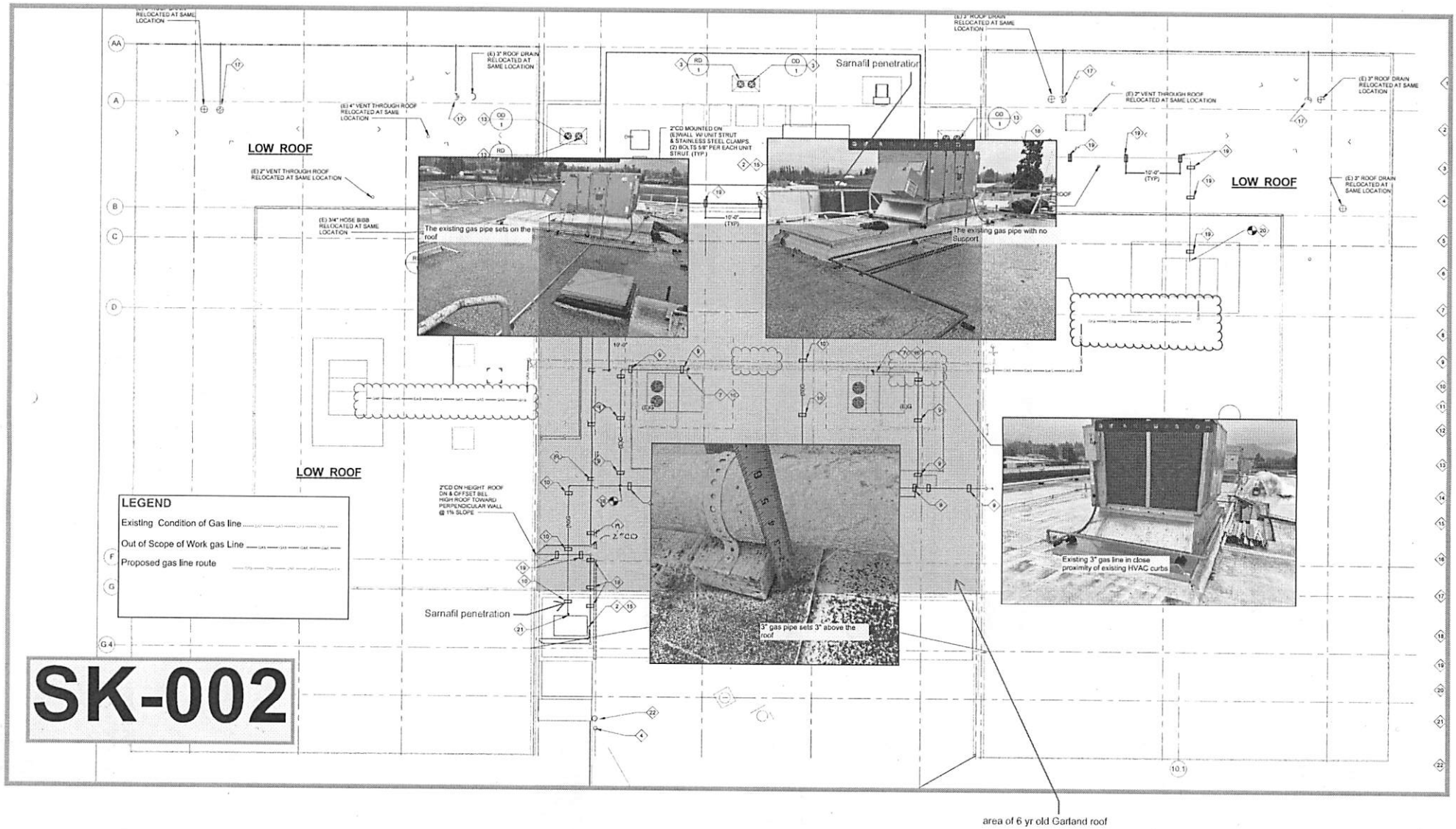

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THE NAZERIAN GROUP *RFI 239 - Roof Gas line issues* **P 2.12**

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Certificate Of Completion

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pamela.jewell@simivalleyusd.org
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pamela.jewell@simivalleyusd.org
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Signer Events	Signature	Timestamp
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Vanessa Peltier vpeltier@architecture4e.com Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image Using IP Address: 108.213.22.65	Sent: 2/15/2022 2:06:00 PM Viewed: 2/16/2022 3:40:07 PM Signed: 2/16/2022 3:45:22 PM
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David Pegg david.pegg@simivalleyusd.org Security Level: Email, Account Authentication (None)	David Pegg Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.2	Sent: 2/16/2022 3:45:45 PM Viewed: 2/17/2022 2:04:23 PM Signed: 2/17/2022 4:06:08 PM
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Jeff Kipp jeffery.kipp@simivalleyusd.org Security Level: Email, Account Authentication (None)	Jeff Kipp Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 2/17/2022 4:06:35 PM Viewed: 2/17/2022 4:57:31 PM Signed: 2/17/2022 4:59:21 PM
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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

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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District - Facilities (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 - Facilities:

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: ron.todo@simivalleyusd.org

To advise Simi Valley Unified School District - Facilities 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 ron.todo@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 - Facilities

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 ron.todo@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 - Facilities

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 ron.todo@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 - Facilities 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 - Facilities during the course of your relationship with Simi Valley Unified School District - Facilities.