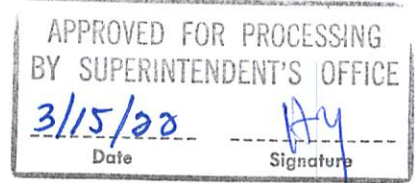


Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BOARD APPROVED ITEMS
FOR THE
5.15.22 BOE MEETING**



TITLE: APPROVAL OF AGREEMENT NO. R22-03352 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBP ARCHITECTURE FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR DESIGN DEVELOPMENT THROUGH CLOSE OUT, AT THE SIMI VALLEY HIGH SCHOOL SPORTS FIELD PROJECT

Business & Facilities
Consent #8

March 15, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

tBP will be providing the Architectural and Engineering services for Design Development through DSA Closeout for the Sports Field project, at Simi Valley High School.

Phase I – Design Development for the entire scope of the Sports Field Project: Varsity Baseball Field, Jr. Varsity Baseball Field, two (2) Softball Fields, Practice Field, Fencing, lighting, Restroom Building, Concession Stand, Bleachers, ADA walk ways, site work and ADA upgrades as required.

Phase II – Construction Documents through DSA Closeout for the Practice Field, fencing, lighting, ADA walk ways, site work and ADA upgrades as required. If the construction budget allows the scope may increase.

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

Fiscal Analysis

The Contract Price for the Assigned Project is a lump sum fixed fee, based on Office of Public School Construction (OPSC) sliding scale of construction costs. The Construction Budget is: Phase I: \$30,000,000.00 and Phase II: \$4,200,000.00.

Phase I

Proposal	\$253,125.00
4% Reimbursable	\$ 10,125.00
Total Phase I	\$263,250.00

Phase 2

Proposal	\$233,087.50
4% Reimbursable	\$ 10,123.50
Total Phase I	\$243,211.00

Recommendation

It is recommended that the Board of Education approve to Agreement R22-03352.

On a motion # 140 by Trustee LaBelle, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-03352 with the firm of tBP Architecture.

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

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R22-03352

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and tBP Architecture ("Architect") on March 15, 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: **Phase I – Design Development** for the entire scope of the Sports Field Project: Varsity Baseball Field, Jr. Varsity Baseball Field, Two (2) Softball Fields, Practice Field, Fencing, lighting, Restroom Building, Concession Stand, Bleachers, ADA walk ways, site work and ADA upgrades as required.

Phase II – Construction Documents through DSA Closeout for the Practice Field, fencing, lighting, ADA walk ways, site work and ADA upgrades as required. If the construction budget allows the scope may increase.

- 2. Assigned Project Construction Budget.** The Construction Budget is: Phase I: \$30,000,000.00 and Phase II: \$4,200,000.00.

- 3. Assigned Project Basic Services.** The Basic Services for the Assigned Project are:

Phase	Basic Services
1	Design Development
2	Includes the following:
	Construction Documents
	DSA and Agency Approvals
	Bidding
	Construction Administration
	Provide project / DSA closeout services including punch list development, project completion verification and warranties

- 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
Civil, Structural, Mechanical, Electrical, Plumbing Engineering and Landscape

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

Basic Services - Schedule	Completion Date
Design Development	Thursday, June 02, 2022
Construction Documents	Friday, Sept 9, 2022
Agency Approval	Friday, Feb 17, 2023
Construction	Monday, April 24, 2023

6. Assigned Project Contract Price. The Contract Price for the Assigned Project is a lump sum fixed fee:

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4% Reimbursable	<u>\$ 10,125.00</u>
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4% Reimbursable	<u>\$ 10,123.50</u>
Total Phase I	\$243,211.00

Billings shall be based on percentage below:

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		Phase Amount
Pre-Design/Architectural Program Development Phase - Completed		<u>2.5%</u>
Schematic Design Phase - Completed		<u>10%</u>
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Construction Documents Phase-Submittal to DSA		<u>25%</u>
Approval by DSA – Phase II		<u>5%</u>
Bidding Phase – Phase II		<u>5%</u>
Construction Administration Phase – Phase II		<u>27.5%</u>
Close Out Phase – Phase II		<u>10%</u>
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All M & O Documents	2%	
Filing All DSA Required Close Out Documents	2%	
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%	
TOTAL BASE COMPENSATION		<u>100%</u>

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

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

District
Simi Valley Unified School District

By: _____

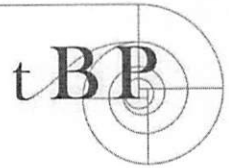
Ron Todo
Associate Superintendent,
Business & Facilities

Architect
tBP Architecture

By: _____

Gary Moon

Gary P. Moon, AIA
CEO/ Managing Principal



Architecture
Planning
Interiors

March 7, 2022

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

ATTN: Lori Rubenstein, Bond Program Manager

Re: **Sports Fields - Simi Valley High School**

Dear Lori,

tBP/Architecture has prepared this proposal for architectural services to prepare Design Documents for the Sports Fields Project at Simi Valley High School. Based on our understanding, the project consists of new sports fields as shown on the Master Plan dated 2/22/2022 provided by Nuvis.

As requested, this proposal is for two separate deliverables as follows:

1. Design Development package for the entire sports fields project estimated at \$30 million.
2. Phase I Construction Documents through Closeout for a portion of the work selected by the district estimated at \$4.2 million.

Scope of Services:

- A. Design Development Package.
- B. Phase I Construction Documents.
 - a. Construction documents for submission to the Division of the State Architect (DSA).
 - b. Submit project to the local fire authority (LFA).
 - c. Bid Assistance
 - d. Construction Administration.
 - e. Project Closeout and DSA Certification.

A&E Design Services include Landscape Architecture, Civil Engineering, Structural Engineering, Mechanical, Electrical and Plumbing Engineering.

Compensation:

Our fee is based on the OPSC sliding scale.

Design Development Package: Our fee is a fixed fee of \$253,125.00.

Phase I Construction Documents: Our fee is a fixed fee of \$233,087.50

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.

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.: 21066.10

Location: Simi Valley High School

Scope of Work: As outlined in the proposal letter dated March 7, 2022.

Fee No. 1: Fixed fee of \$253,125.00

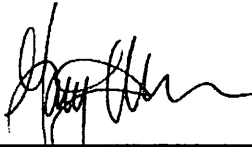
Fee No. 2: Fixed fee of \$233,087.50

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

Client:
Simi Valley Unified School District

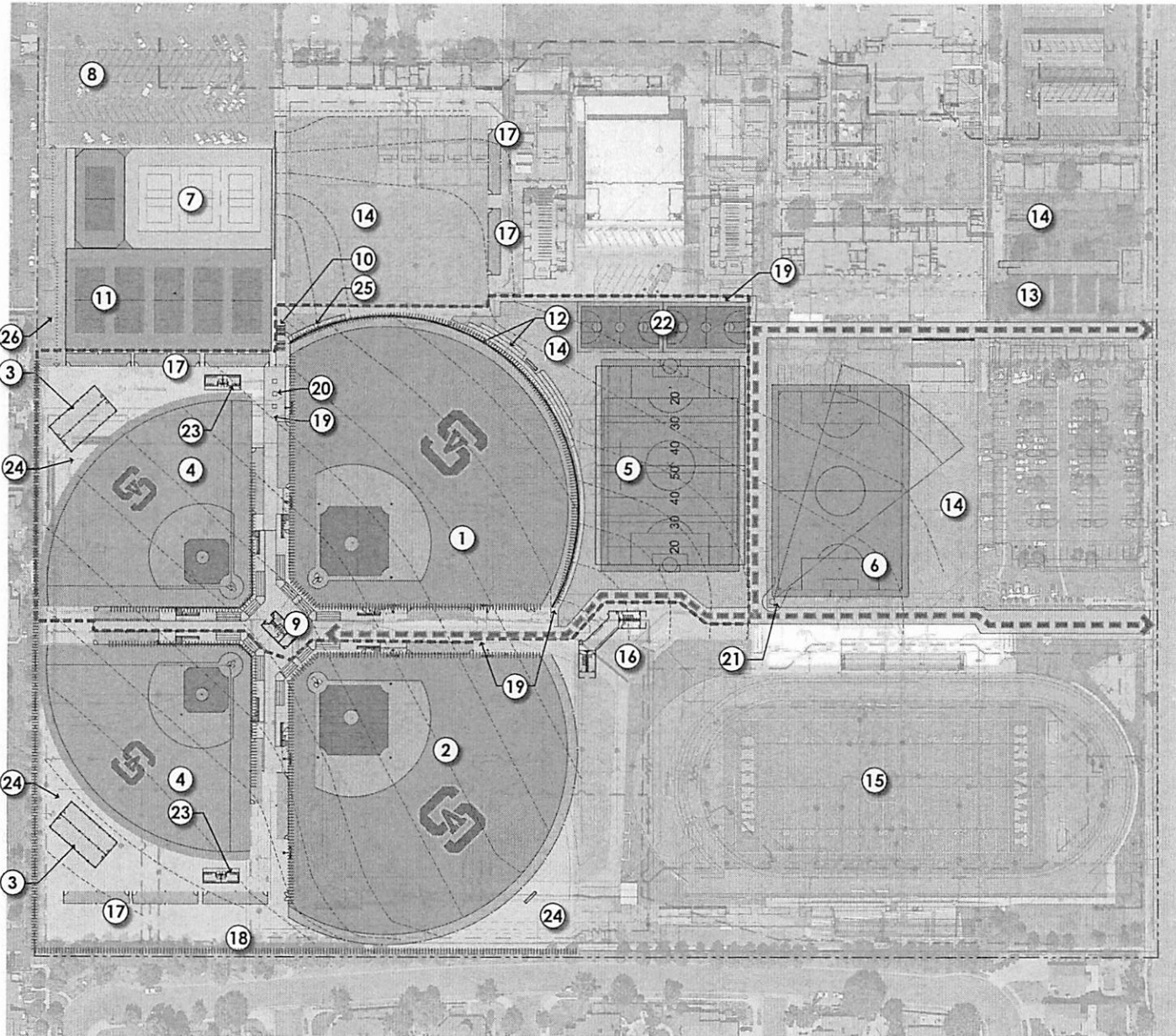
Architect:
tBP/Architecture, Inc.

By: _____
Authorized Representative

By:  _____
Gary Moon, CEO

Date: _____

Date: March 7, 2022



LEGEND

- ① VARSITY BASEBALL FIELD (SYN. TURF INFIELD) WITH BLEACHERS, DUGOUTS, BULL PENS AND STORAGE
- ② JV BASEBALL FIELD (SYN. TURF INFIELD) WITH BLEACHERS, PRESS BOX, DUGOUTS, BULL PENS AND STORAGE/TEAM AREAS
- ③ BATTING CAGES - 75' ON CONCRETE PAD
- ④ SOFTBALL FIELD (NAT. TURF)
- ⑤ PRACTICE SOCCER FIELD (NAT. TURF) W/ LA CROSSE & MARCHING BAND PRACTICE LINES (20 YD-20 YD), & LIGHTING
- ⑥ PRACTICE SOCCER FIELD (NAT. TURF)
- ⑦ SAND VOLLEYBALL COURTS
- ⑧ EXISTING PARKING LOT (TO REMAIN)
- ⑨ RESTROOM BUILDING
- ⑩ RELOCATED STAIRWAY
- ⑪ EXISTING TENNIS CENTER
- ⑫ TERRACED SPECTATOR SEATING & RETAINING WALL
- ⑬ RELOCATED PORTABLES
- ⑭ MULTI-PURPOSE NATURAL TURF AREA
- ⑮ EXISTING STADIUM (TO REMAIN)
- ⑯ EXISTING RESTROOM / CONCESSIONS BUILDING (TO REMAIN)
- ⑰ STORAGE / EQUIPMENT (SEA CONTAINER-40' LONG, IMPROVED ROOFING, PAINTED/WRAPPED)
- ⑱ STORM WATER TREATMENT AREA
- ⑲ CONCRETE WALKWAYS WITH SECURITY LIGHTING
- ⑳ TREE GRATES
- ㉑ DISCUS FIELD & RING
- ㉒ BASKETBALL COURTS
- ㉓ TEAM ROOMS
- ㉔ DECOMPOSED GRANITE PAVING
- ㉕ NEW ACCESSIBLE RAMP
- ㉖ SLOPE WITH SCREENING TREES & SHRUBS & OPTIONAL TRAIL

|||||| SAFETY NETTING

→ → → FIRE LANE

--- PHASE 1 CD AREA

SCALE: 1"=30'-0"

nuvis
LANDSCAPE ARCHITECTURE



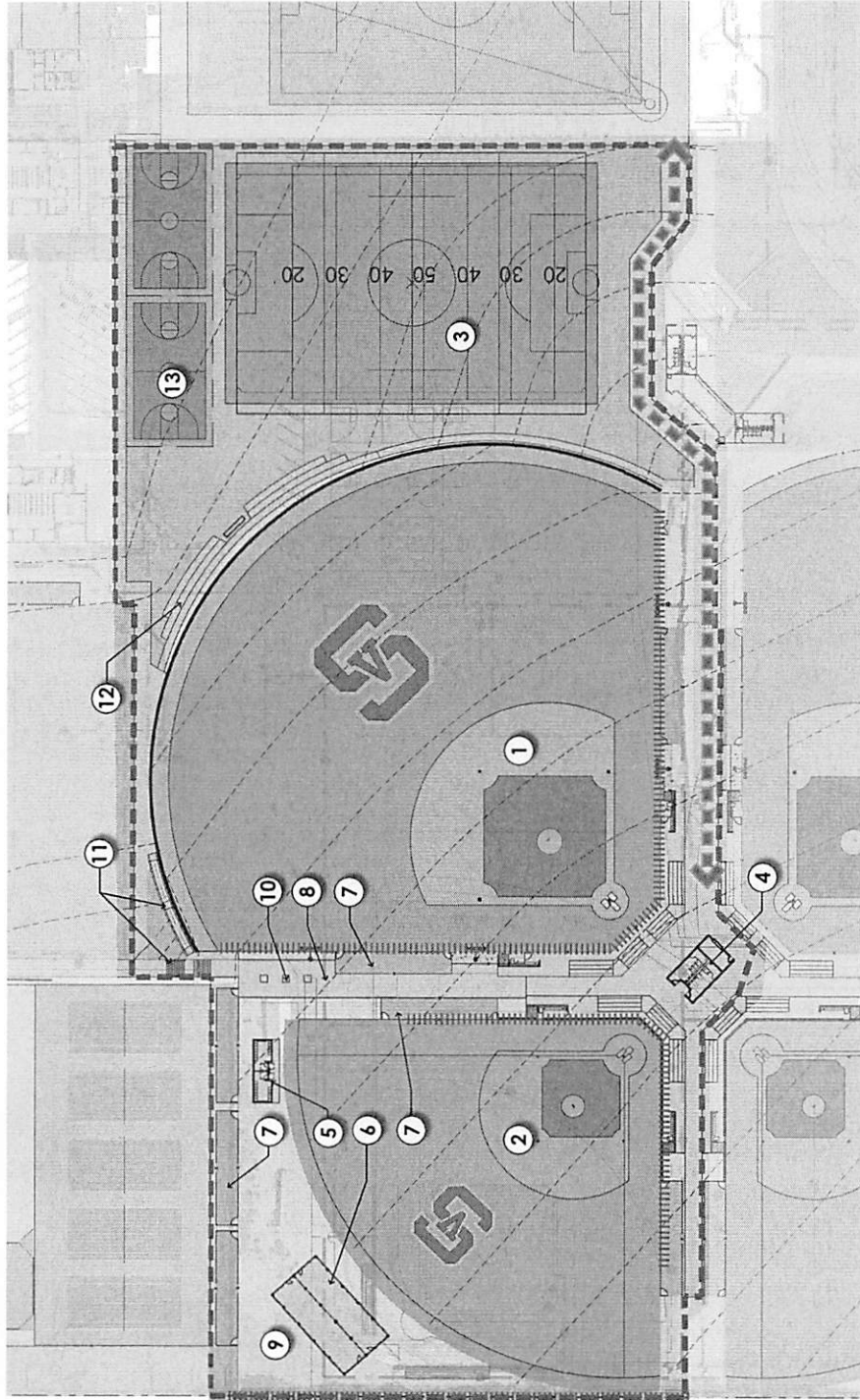
21-017.01 02/22/2021

SCHEMATIC MASTER PLAN - DESIGN DEVELOPMENT SCOPE

Simi Valley High School Sports Fields

Simi Valley, CA
SVUSD

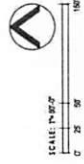
EXHIBIT "A"



LEGEND

- ① VARSITY BASEBALL FIELD (SYN. TURF INFELD) WITH BLEACHERS, DUGOUTS, BULLPENS, STORAGE & RETAINING WALL (NO LIGHTING)
- ② SOFTBALL FIELD (NAT. TURF - NO LIGHTING)
- ③ PRACTICE SOCCER FIELD (NAT. TURF) W/ LA CROSSE & MARCHING BAND PRACTICE LINES (20 YD-20 YD), WITH LIGHTING
- ④ RESTROOM BUILDING
- ⑤ TEAM ROOMS
- ⑥ BATTING CAGES - 75' ON CONCRETE PAD
- ⑦ STORAGE / EQUIPMENT (SEA CONTAINER-40' LONG, IMPROVED ROOFING, PAINTED/WRAPPED)
- ⑧ CONCRETE WALKWAYS WITH SECURITY LIGHTING
- ⑨ DECOMPOSED GRANITE PAVING WITH CONCRETE EDGES
- ⑩ TREE GRATES
- ⑪ RELOCATED STAIRWAY AND NEW ACCESSIBLE RAMP
- ⑫ TERRACED SPECTATOR SEATING
- ⑬ BASKETBALL COURTS
- ⑭ SAFETY NETTING
- ⑮ FIRE LANE
- ⑯ PHASE 1 CD SCOPE AREA

EXHIBIT "A"



nuvis
LANDSCAPE ARCHITECTURE

21-017.01 02/22/2021

PHASE 1 AREA - CONSTRUCTION DOCUMENTS SCOPE Simi Valley High School Sports Fields Simi Valley, CA SVUSD

FEE CALCULATION

Sports Fields

Simi Valley High School

OPSC FEE SCHEDULE:		TOTAL ESTIMATED CONSTRUCTION COST:	\$30,000,000.00
9.00%	OF THE FIRST \$500,000.00		\$45,000.00
8.50%	OF THE NEXT \$500,000.00		\$42,500.00
8.00%	OF THE NEXT \$1,000,000		\$80,000.00
7.00%	OF THE NEXT \$4,000,000		\$280,000.00
6.00%	OF THE NEXT \$4,000,000		\$240,000.00
5.00%	IN EXCESS OF \$10,000,000		\$1,000,000.00
TOTAL FEE:			\$1,687,500.00

PROPOSED FEE SCHEDULE (DD):		OPSC FEE BASIS:	\$1,687,500.00
0.0%	SCHEMATIC DESIGN		\$0.00
15.0%	DD		\$253,125.00
15%	TOTAL FEE:		\$253,125.00

OPSC FEE SCHEDULE		TOTAL ESTIMATED CONSTRUCTION COST:	\$4,200,000.00
9.00%	OF THE FIRST \$500,000.00		\$45,000.00
8.50%	OF THE NEXT \$500,000.00		\$42,500.00
8.00%	OF THE NEXT \$1,000,000		\$80,000.00
7.00%	OF THE NEXT \$4,000,000		\$154,000.00
6.00%	OF THE NEXT \$4,000,000		N/A

PROPOSED FEE SCHEDULE (CD thru Closeout):		OPSC FEE BASIS:	\$321,500.00
2.5%	Pre-Design / Architectural Program Development Phase		\$8,037.50
10.0%	Schematic Design Phase		\$32,150.00
15.0%	Design Development Phase		\$48,225.00
25.0%	Construction Documents Phase - Submittal to DSA		\$80,375.00
5.0%	DSA Approval		\$16,075.00
5.0%	Bidding Phase		\$16,075.00
27.5%	Construction Administration Phase		\$88,412.50
CLOSE OUT			
2.0%	Generate Punch List		\$6,430.00
2.0%	Sign off Punch List		\$6,430.00
2.0%	Receive and review all M&O documents		\$6,430.00
2.0%	Filing DSA required close out documents		\$6,430.00
2.0%	DSA Certification		\$6,430.00
73%	TOTAL FEE:		\$233,087.50

Certificate Of Completion

Envelope Id: 57D067B1E29D4D349A4BA1ACF28C2637		Status: Sent
Subject: Please DocuSign: R-22-03352_tBP Simi_Valley - Sports Field.pdf		
Source Envelope:		
Document Pages: 8	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Desiree Rask
AutoNav: Enabled		desiree.rask@simivalleyusd.org
Enveloped Stamping: Enabled		IP Address: 207.157.143.40
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

Record Tracking

Status: Original 3/7/2022 12:45:41 PM	Holder: Desiree Rask desiree.rask@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

Signer Events	Signature	Timestamp
Gary Moon GMoon@tbparchitecture.com CEO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.229.213 Signed using mobile	Sent: 3/7/2022 1:07:48 PM Resent: 3/10/2022 8:06:41 AM Viewed: 3/10/2022 9:49:03 AM Signed: 3/10/2022 9:50:37 AM

Electronic Record and Signature Disclosure:
Accepted: 3/10/2022 9:49:03 AM
ID: 92ab0c28-5af2-4d76-8c33-967cb64c6fff

Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	Sent: 3/10/2022 9:50:47 AM Viewed: 3/10/2022 9:55:12 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

EXHIBIT "A"

Envelope Summary Events		Status	Timestamps
Envelope Sent		Hashed/Encrypted	3/7/2022 1:07:48 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.

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AGREEMENT R22-03352**

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	Construction Administration
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Agency Approval	Friday, Feb 17, 2023
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4% Reimbursable	<u>\$ 10,125.00</u>
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4% Reimbursable	<u>\$ 10,123.50</u>
Total Phase I	\$243,211.00


Billings shall be based on percentage below:

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		Phase Amount
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Schematic Design Phase - Completed		<u>10%</u>
Design Development Phase – Phase I		<u>15%</u>
Construction Documents Phase-Submittal to DSA		<u>25%</u>
Approval by DSA – Phase II		<u>5%</u>
Bidding Phase – Phase II		<u>5%</u>
Construction Administration Phase – Phase II		<u>27.5%</u>
Close Out Phase – Phase II		<u>10%</u>
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All M & O Documents	2%	
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Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%	
TOTAL BASE COMPENSATION		<u>100%</u>

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


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

District
Simi Valley Unified School District

By: 

Ron Todo
Associate Superintendent,
Business & Facilities

Architect
tBP Architecture

By: 

Gary P. Moon, AIA
CEO/ Managing Principal

DR



Architecture
Planning
Interiors

March 7, 2022

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

ATTN: Lori Rubenstein, Bond Program Manager
Re: **Sports Fields - Simi Valley High School**

Dear Lori,

tBP/Architecture has prepared this proposal for architectural services to prepare Design Documents for the Sports Fields Project at Simi Valley High School. Based on our understanding, the project consists of new sports fields as shown on the Master Plan dated 2/22/2022 provided by Nuvis.

As requested, this proposal is for two separate deliverables as follows:

1. Design Development package for the entire sports fields project estimated at \$30 million.
2. Phase I Construction Documents through Closeout for a portion of the work selected by the district estimated at \$4.2 million.

Scope of Services:

- A. Design Development Package.
- B. Phase I Construction Documents.
 - a. Construction documents for submission to the Division of the State Architect (DSA).
 - b. Submit project to the local fire authority (LFA).
 - c. Bid Assistance
 - d. Construction Administration.
 - e. Project Closeout and DSA Certification.

A&E Design Services include Landscape Architecture, Civil Engineering, Structural Engineering, Mechanical, Electrical and Plumbing Engineering.

Compensation:

Our fee is based on the OPSC sliding scale.

Design Development Package: Our fee is a fixed fee of \$253,125.00.

Phase I Construction Documents: Our fee is a fixed fee of \$233,087.50

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.

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.: 21066.10

Location: Simi Valley High School

Scope of Work: As outlined in the proposal letter dated March 7, 2022.

Fee No. 1: Fixed fee of \$253,125.00

Fee No. 2: Fixed fee of \$233,087.50

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

Client:
Simi Valley Unified School District

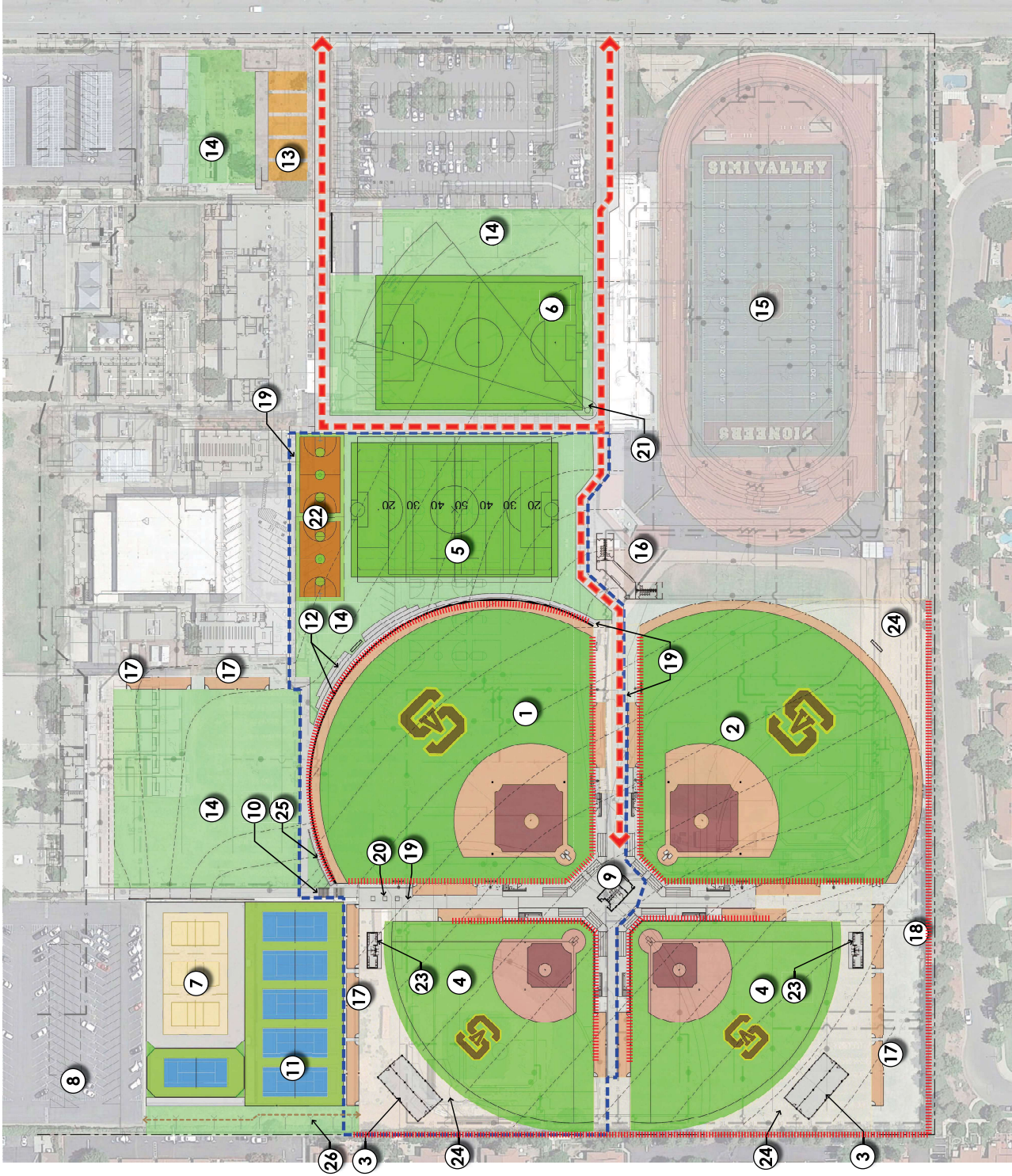
Architect:
tBP/Architecture, Inc.

By: _____
Authorized Representative

By:  _____
Gary Moon, CEO

Date: _____

Date: March 7, 2022



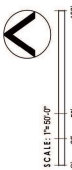
LEGEND

- 1 VARSITY BASEBALL FIELD (SYN. TURF INFIELD) WITH BLEACHERS, DUGOUTS, BULL PENS AND STORAGE
- 2 JV BASEBALL FIELD (SYN. TURF INFIELD) WITH BLEACHERS, PRESS BOX, DUGOUTS, BULL PENS AND STORAGE/TEAM AREAS
- 3 BATTING CAGES - 75' ON CONCRETE PAD
- 4 SOFTBALL FIELD (NAT. TURF)
- 5 PRACTICE SOCCER FIELD (NAT. TURF) W/ LA CROSSE & MARCHING BAND PRACTICE LINES (20 YD-20 YD), & LIGHTING
- 6 PRACTICE SOCCER FIELD (NAT. TURF)
- 7 SAND VOLLEYBALL COURTS
- 8 EXISTING PARKING LOT (TO REMAIN)
- 9 RESTROOM BUILDING
- 10 RELOCATED STAIRWAY
- 11 EXISTING TENNIS CENTER
- 12 TERRACED SPECTATOR SEATING & RETAINING WALL
- 13 RELOCATED PORTABLES
- 14 MULTI-PURPOSE NATURAL TURF AREA
- 15 EXISTING STADIUM (TO REMAIN)
- 16 EXISTING RESTROOM / CONCESSIONS BUILDING (TO REMAIN)
- 17 STORAGE / EQUIPMENT (SEA CONTAINER-40' LONG, IMPROVED ROOFING, PAINTED/Wrapped)
- 18 STORM WATER TREATMENT AREA
- 19 CONCRETE WALKWAYS WITH SECURITY LIGHTING
- 20 TREE GRATES
- 21 DISCUS FIELD & RING
- 22 BASKETBALL COURTS
- 23 TEAM ROOMS
- 24 DECOMPOSED GRANITE PAVING
- 25 NEW ACCESSIBLE RAMP
- 26 SLOPE WITH SCREENING TREES & SHRUBS & OPTIONAL TRAIL

SAFETY NETTING

FIRE LANE

PHASE 1 CD AREA

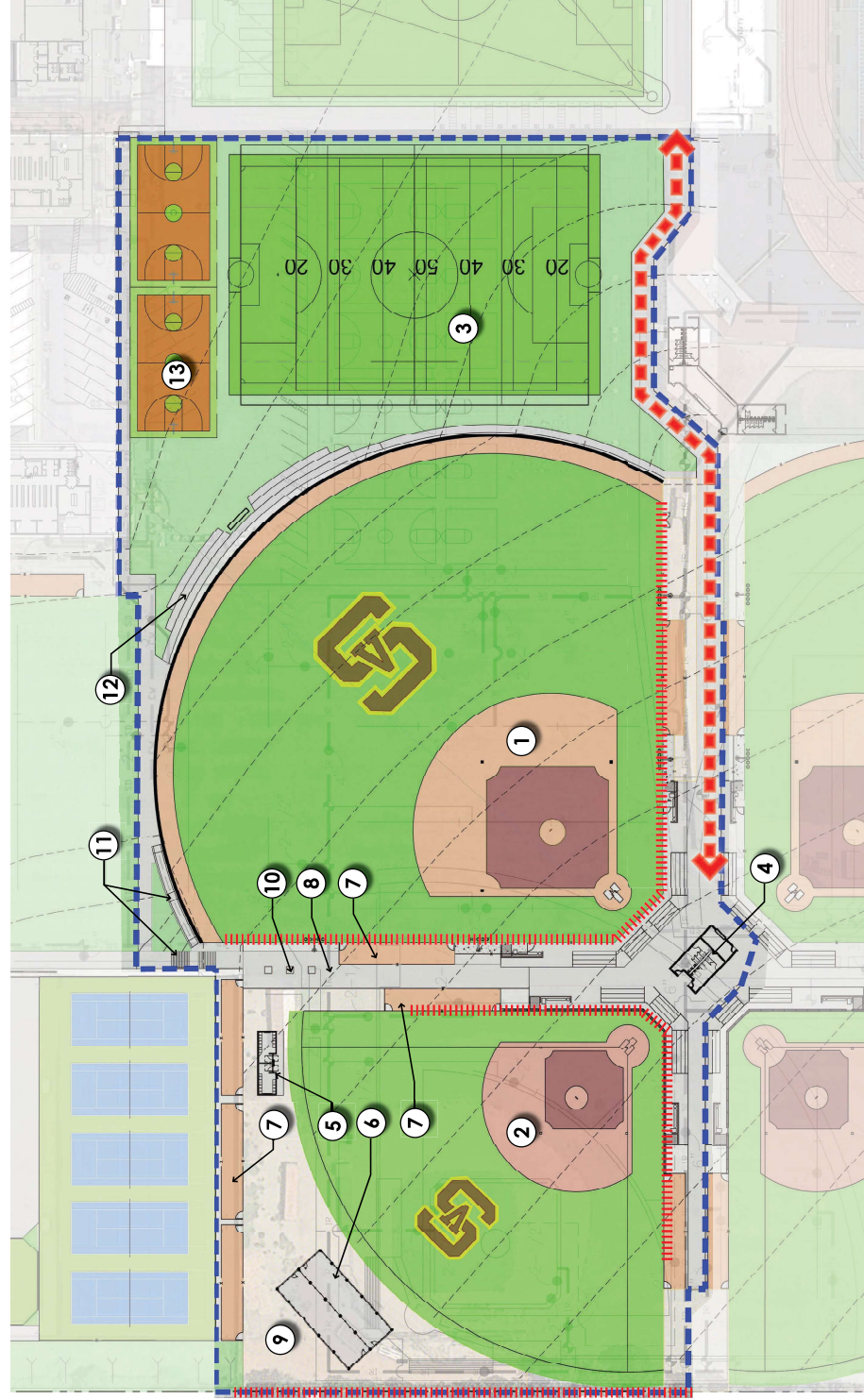


nuvis
LANDSCAPE ARCHITECTURE

SCHEMATIC MASTER PLAN - DESIGN DEVELOPMENT SCOPE

Simi Valley High School Sports Fields

Simi Valley, CA
SVUSD



LEGEND

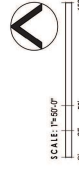
- ① VARSITY BASEBALL FIELD (SYN. TURF INFIELD) WITH BLEACHERS, DUGOUTS, BULL PENS, STORAGE & RETAINING WALL (NO LIGHTING)
- ② SOFTBALL FIELD (NAT. TURF - NO LIGHTING)
- ③ PRACTICE SOCCER FIELD (NAT. TURF) W/ LA CROSSE & MARCHING BAND PRACTICE LINES (20 YD-20 YD), WITH LIGHTING
- ④ RESTROOM BUILDING
- ⑤ TEAM ROOMS
- ⑥ BATTING CAGES - 75' ON CONCRETE PAD
- ⑦ STORAGE / EQUIPMENT (SEA CONTAINER-40' LONG, IMPROVED ROOFING, PAINTED/WAPPED)
- ⑧ CONCRETE WALKWAYS WITH SECURITY LIGHTING
- ⑨ DECOMPOSED GRANITE PAVING WITH CONCRETE EDGES
- ⑩ TREE GRATES
- ⑪ RELOCATED STAIRWAY AND NEW ACCESSIBLE RAMP
- ⑫ TERRACED SPECTATOR SEATING
- ⑬ BASKETBALL COURTS
- SAFETY NETTING
- FIRE LANE
- PHASE 1 CD SCOPE AREA

PHASE 1 AREA - CONSTRUCTION DOCUMENTS SCOPE

Simi Valley High School Sports Fields

Simi Valley, CA

SVUSD



Simi Valley Schools
2021-2022 School Year

nuvis
LANDSCAPE ARCHITECTURE

21-017.01 02/22/2021

FEE CALCULATION**3/7/2022****Sports Fields****Simi Valley High School**

OPSC FEE SCHEDULE:	TOTAL ESTIMATED CONSTRUCTION COST:	\$30,000,000.00
9.00% OF THE FIRST \$500,000.00		\$45,000.00
8.50% OF THE NEXT \$500,000.00		\$42,500.00
8.00% OF THE NEXT \$1,000,000		\$80,000.00
7.00% OF THE NEXT \$4,000,000		\$280,000.00
6.00% OF THE NEXT \$4,000,000		\$240,000.00
5.00% IN EXCESS OF \$10,000,000		\$1,000,000.00
TOTAL FEE:		\$1,687,500.00

PROPOSED FEE SCHEDULE (DD):	OPSC FEE BASIS:	\$1,687,500.00
0.0% SCHEMATIC DESIGN		\$0.00
15.0% DD		\$253,125.00
15% TOTAL FEE:		\$253,125.00

OPSC FEE SCHEDULE	TOTAL ESTIMATED CONSTRUCTION COST:	\$4,200,000.00
9.00% OF THE FIRST \$500,000.00		\$45,000.00
8.50% OF THE NEXT \$500,000.00		\$42,500.00
8.00% OF THE NEXT \$1,000,000		\$80,000.00
7.00% OF THE NEXT \$4,000,000		\$154,000.00
6.00% OF THE NEXT \$4,000,000		N/A
PROPOSED FEE SCHEDULE (CD thru Closeout):	OPSC FEE BASIS:	\$321,500.00
2.5% Pre-Design / Architectural Program Development Phase		\$8,037.50
10.0% Schematic Design Phase		\$32,150.00
15.0% Design Development Phase		\$48,225.00
25.0% Construction Documents Phase - Submittal to DSA		\$80,375.00
5.0% DSA Approval		\$16,075.00
5.0% Bidding Phase		\$16,075.00
27.5% Construction Administration Phase		\$88,412.50
CLOSE OUT		
2.0% Generate Punch List		\$6,430.00
2.0% Sign off Punch List		\$6,430.00
2.0% Receive and review all M&O documents		\$6,430.00
2.0% Filing DSA required close out documents		\$6,430.00
2.0% DSA Certification		\$6,430.00
73% TOTAL FEE:		\$233,087.50

Certificate Of Completion

Envelope Id: 57D067B1E29D4D349A4BA1ACF28C2637

Status: Completed

Subject: Please DocuSign: R-22-03352_tBP Simi_Valley - Sports Field.pdf

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Desiree Rask

AutoNav: Enabled

desiree.rask@simivalleyusd.org

Enveloped Stamping: Enabled

IP Address: 207.157.143.40

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

Record Tracking

Status: Original

Holder: Desiree Rask

Location: DocuSign

3/7/2022 12:45:41 PM

desiree.rask@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District - Facilities

Location: DocuSign

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

Gary Moon

GMoon@tbparchitecture.com

CEO

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Signed using mobile

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Viewed: 3/10/2022 9:49:03 AM

Signed: 3/10/2022 9:50:37 AM

Electronic Record and Signature Disclosure:

Accepted: 3/10/2022 9:49:03 AM

ID: 92ab0c28-5af2-4d76-8c33-967cb64c6fff

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Signed: 3/16/2022 12:42:21 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ron Todo

ron.todo@simivalleyusd.org

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

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Viewed: 3/18/2022 8:41:21 AM

Signed: 3/18/2022 8:42:08 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
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Certified Delivered	Security Checked	3/18/2022 8:41:21 AM
Signing Complete	Security Checked	3/18/2022 8:42:08 AM
Completed	Security Checked	3/18/2022 8:42:08 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

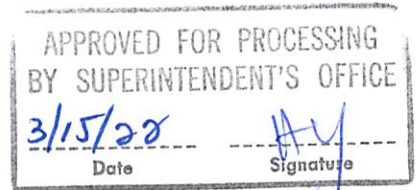
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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.



**TITLE: APPROVAL OF LIST OF SELECTED FIRMS FOR ON-CALL
ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL SERVICES
FOR PROJECTS THROUGHOUT THE DISTRICT**

Business & Facilities
Consent #9

March 15, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On October 4, 2016 the Board of Education authorized advertising a Request for Qualifications (RFQ) for architectural services for the Measure X Bond Program. It is best practice to advertise Request for Qualifications (RFQ) for architectural services every five (5) years.

The District advertised a Request for Qualifications for Architectural Services and Landscape Architectural Services on February 3, 2022 and February 10, 2022. Statement of Qualifications were received on March 9, 2022. Screening was completed on March 9, 2022, with twenty (20) packets submitted for Architectural Services and one (1) packets submitted for Landscape Architectural Services. See Exhibit A.

All submitted were deemed complete submittals and qualified.

Staff recommends approval of the above list of architects and landscape architects.

Educational Analysis

These architectural firms have a substantial amount of experience designing modernization and new construction projects for California K-12 schools. Their combined experience will assist the District with implementation of projects that serve to optimize the educational program.

Fiscal Analysis

Approval of the 21 qualified architectural firms identified below will provide the District with a cost-effective means to obtain proposals for required architectural and landscape architectural services.

Recommendation

It is recommended that the Board of Education approve the following list of 20 architectural and 1 landscape architectural firms to provide on-going architectural services throughout the District.

On a motion # 140 by Trustee LaBelle, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, the list of 20 architectural and 1 landscape architectural firms to provide on-going architectural services throughout the District.

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

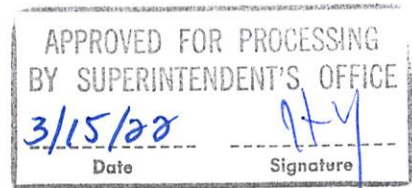
EXHIBIT A

**Architectural Services & Landscape Architectural Services
March 2022**

Architecture for Education Inc.
Architecture Plus, Inc.
Berliner Architects
CSDA Design Group
DC Architects
DLR Architects
dsk LLP (DBA dsk Architects)
GGA +
HMC Architects
James Heimler, Architect, Inc.
Little Diversified Architect Consulting, Inc.
PBK
PBWS Architects
Perkins Eastman
QDG Architecture
Rachlin Partners
RRM Design Group
SVA Architects, Inc.
tBP Architecture
196 Architects

Landscape Architects:

Jordon Gilbert Bain Landscape Architects, Inc.



**TITLE: APPROVAL OF AGREEMENT NO. A22.088 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION
SERVICES, INC. FOR ONGOING INSPECTION SERVICES
THROUGHOUT THE DISTRICT**

Business & Facilities
Consent #10

March 15, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for various projects throughout the District. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Knowland Construction Services, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. A22.88 (Exhibit A) is a no-cost master services agreement for provision of project inspectors required by DSA.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement Nos. A22.088 with the firm of Knowland Construction Services, Inc.

On a motion # 140 by Trustee LaBelle, seconded by Trustee Smollen
and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote,
Master Agreement No. A22.088.

Ayes: Subran
Smollen Noes: 0 Absent: 0 Abstained: 0
LaBelle
Bagdasaryan
Oleugh

AGREEMENT A22.088 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into February 19, 2020 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District")** and **Knowland Construction Services, Inc. ("Inspector Firm")**; the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect ("DSA").

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

WHEREAS, in or about August, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from project inspector firms to provide project inspector services on an on-going basis.

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

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

WHEREAS, Inspector Firm has accounted for all of the projected costs associated with AB-5 in its Proposal for the Project Assignment Amendment (PAA).

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

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

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

1. Project Inspector Services

- 1.1. General. The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be of the proper classification for the Assigned Project, and shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s)

designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) (iii) verified reports (Form DSA 6-PI), and (iv) daily inspection reports required by the District.
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction

Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
 - 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
 - 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
 - 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion.

If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.
- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project.
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance

with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

- 2.16. Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement and the PAA, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement and the PAA set forth the limited extent to which the Inspector Firm is authorized to act as an agent or representative of the District. The Inspector Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspector Firm to act on behalf of the District.

3. District Responsibilities

- 3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.
- 3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.
- 3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

- 4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set

forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

- 4.2. Additional Project Inspector Services. If the District authorizes Additional Project Inspector Services for an Assigned Project, the compensation due the Inspector Firm for such Additional Project Inspector Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Project Inspector Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Project Inspector Services multiplied by the applicable personnel hourly rate set forth in the PAA for the Assigned Project.
- 4.3. Reimbursable Expenses. There are no Reimbursable Expenses except for those authorized in advance by the District. If the District authorizes any Reimbursable Expenses, the Inspector Firm will be paid the direct actual costs (including credits for trade discounts) of the authorized Reimbursable Expense item without mark-up.
- 4.4. Inspector Firm Billings to District. During the course of providing Project Inspector Services for an Assigned Project, the Inspector Firm shall submit monthly billing invoices to the District for payment for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. If PAAs are issued by the District to the Inspector Firm for multiple Assigned Projects and the Inspector Firm is concurrently providing Project Inspector Services for such Assigned Projects, the Inspector Firm shall submit separate billing invoices to the District for each separate Assigned Project. Inspector Firm's billings shall be in such form and format as may be reasonably requested by the District and shall be based upon the actual time of the Inspector Firm's Project Inspector(s) incurred to complete Project Inspector Services, multiplied by the applicable hourly rate for each Project Inspector, as set forth in the PAA for an Assigned Project.
- 4.5. District Payment to Inspector Firm. Within thirty (30) days of receipt of Inspector Firm's billing invoices, the District will make payment to Inspector Firm of undisputed amounts due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses for an Assigned Project. The District may withhold or deduct portions of the payment otherwise due to the Inspector Firm hereunder if Inspector Firm or the Project Inspector of an Assigned Project fails to timely and completely perform material obligations to be performed on its part under this Agreement or the PAA for an Assigned Project, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 4.6. Inspector Firm's Payments. The Inspector Firm shall promptly pay its employees and others performing or providing Project Inspector Services or authorized Additional Project Inspector Services for an Assigned Project upon receipt of payments from the District. If required by applicable law, rule or regulation, the Inspector Firm's payments to personnel providing or performing Project Inspector Services or authorized Additional

Project Inspector Services for an Assigned Project shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder, with separate endorsements identifying Simi Valley Unified School District as an Additional Insured. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each

policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 5.6. District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

5.7. Indemnity.

- 5.7.1. Inspector Firm Indemnity of District. To the fullest extent permitted by law, the Inspector Firm shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Inspector Firm's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful acts, omissions, errors and/or other conduct of Inspector Firm, Project Inspector(s) or the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement and any PAA issued hereunder. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement and the PAA or termination of this Agreement or the PAA until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

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

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services

and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.

8. Miscellaneous

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
- 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
- 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
- 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.
- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to Inspector Firm:

Christopher Knowland
Knowland Construction Services
33 Narcissa Drive
Rancho Palos Verdes, CA 90275
chrisk@knowlandinc.com

8.8. Disputes.

- 8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.
- 8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.
- 8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.

8.8.4. Binding Arbitration.

- 8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in

controversy between the District and the Inspector Firm which are not resolved by non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.

8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.

8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Inspector Firm has failed to satisfy all conditions precedent to commencement or maintenance

of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.

- 8.8.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Inspector Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Inspector Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Inspector Firm expressly waives and relinquishes any recovery of special or consequential damages from the District.

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which

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

10. Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

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

"INSPECTOR FIRM"
Knowland Construction Services, Inc.

By: _____
Ron Todo
Associate Superintendent,
Business & Facilities

By: Chris Knowland
Christopher Knowland
President

**EXHIBIT A TO
AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES
PROJECT ASSIGNMENT AMENDMENT**

SAMPLE

AGREEMENT R22-0XXX

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. ("Inspector Firm") as of Date.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Class 1 DSA Inspector for the Royal High School MPR Renovation Project, and for inspection of other projects as allowed by DSA. The Class 1 DSA Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Simi Valley High School MPR Renovation Project, unless another Class 1 inspector is requested by the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. The Inspector Firm designates the following Class 1 DSA Project Inspector _____, for completion of Project Inspector Services for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate of \$90.00 per hour for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated amount of dollars (\$XX,XXX.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated DATE, 2022 (Attachment 2- For Fee Only). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established the project completion date of XXXXX with an estimated start date of DATE, 2022. The actual start date for these inspection services will be based on the

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

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

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

District
Simi Valley Unified School District

"INSPECTOR FIRM"
Knowland Construction Services, Inc.

By: _____
Ron Todo
Associate Superintendent,
Business & Facilities

By: Chris Knowland
Christopher Knowland
President

**ATTACHMENT 1 TO AGREEMENT R22-0XXXX
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

PROJECT: Name of Project

Project Inspector (Knowland Construction Services, Inc. to designate below)	DSA Certification No.	Hourly Billing Rate	
		Straight Time Mondays-Fridays (8 hour work day)	\$X0.00
		Overtime (authorization by District in advance required) Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$XXX.00
		Premium Overtime (authorization by District in advance required) Saturdays (more than 8 hours per work day) Sundays Holidays	\$XXX.00

Certificate Of Completion

Envelope Id: E3992A72331F4661BDD3F9C763854DDC	Status: Sent
Subject: Please DocuSign: A20.082 Ongoing Inspection Services Agreement A22.088 Knowland (3).pdf	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Desiree Rask
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	desiree.rask@simivalleyusd.org
	IP Address: 207.157.143.40

Record Tracking

Status: Original	Holder: Desiree Rask	Location: DocuSign
3/10/2022 12:42:54 PM	desiree.rask@simivalleyusd.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Simi Valley Unified School District - Facilities	Location: DocuSign

Signer Events

Signature	Timestamp
Chris Knowland	Sent: 3/10/2022 12:51:11 PM
chrisk@knowlandinc.com	Resent: 3/10/2022 12:57:28 PM
Security Level: Email, Account Authentication (None)	Resent: 3/10/2022 2:14:11 PM
	Resent: 3/10/2022 2:15:36 PM
	Viewed: 3/10/2022 2:28:15 PM
	Signed: 3/10/2022 2:33:20 PM

Electronic Record and Signature Disclosure:
Accepted: 3/10/2022 2:28:15 PM
ID: a54c4dfb-9e10-4c88-bcb1-19b26b408c3b

Desiree Rask	Sent: 3/10/2022 12:51:11 PM
desiree.rask@simivalleyusd.org	Resent: 3/10/2022 2:33:23 PM
Security Level: Email, Account Authentication (None)	Viewed: 3/10/2022 2:45:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ron Todo	Sent: 3/10/2022 12:51:12 PM
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

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

EXHIBIT "A"

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2022 12:51:12 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.

AGREEMENT A22.088 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into February 19, 2020 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District")** and **Knowland Construction Services, Inc. ("Inspector Firm")**; the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect ("DSA").

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

WHEREAS, in or about August, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from project inspector firms to provide project inspector services on an on-going basis.

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

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

WHEREAS, Inspector Firm has accounted for all of the projected costs associated with AB-5 in its Proposal for the Project Assignment Amendment (PAA).

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

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

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

1. Project Inspector Services

1.1. **General.** The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be of the proper classification for the Assigned Project, and shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s)

designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) (iii) verified reports (Form DSA 6-PI), and (iv) daily inspection reports required by the District.
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction

Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
 - 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
 - 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
 - 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion.

If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.
- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance

with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

- 2.16. Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement and the PAA, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement and the PAA set forth the limited extent to which the Inspector Firm is authorized to act as an agent or representative of the District. The Inspector Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspector Firm to act on behalf of the District.

3. District Responsibilities

- 3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.
- 3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.
- 3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

- 4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set

forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

- 4.2. Additional Project Inspector Services. If the District authorizes Additional Project Inspector Services for an Assigned Project, the compensation due the Inspector Firm for such Additional Project Inspector Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Project Inspector Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Project Inspector Services multiplied by the applicable personnel hourly rate set forth in the PAA for the Assigned Project.
- 4.3. Reimbursable Expenses. There are no Reimbursable Expenses except for those authorized in advance by the District. If the District authorizes any Reimbursable Expenses, the Inspector Firm will be paid the direct actual costs (including credits for trade discounts) of the authorized Reimbursable Expense item without mark-up.
- 4.4. Inspector Firm Billings to District. During the course of providing Project Inspector Services for an Assigned Project, the Inspector Firm shall submit monthly billing invoices to the District for payment for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. If PAAs are issued by the District to the Inspector Firm for multiple Assigned Projects and the Inspector Firm is concurrently providing Project Inspector Services for such Assigned Projects, the Inspector Firm shall submit separate billing invoices to the District for each separate Assigned Project. Inspector Firm's billings shall be in such form and format as may be reasonably requested by the District and shall be based upon the actual time of the Inspector Firm's Project Inspector(s) incurred to complete Project Inspector Services, multiplied by the applicable hourly rate for each Project Inspector, as set forth in the PAA for an Assigned Project.
- 4.5. District Payment to Inspector Firm. Within thirty (30) days of receipt of Inspector Firm's billing invoices, the District will make payment to Inspector Firm of undisputed amounts due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses for an Assigned Project. The District may withhold or deduct portions of the payment otherwise due to the Inspector Firm hereunder if Inspector Firm or the Project Inspector of an Assigned Project fails to timely and completely perform material obligations to be performed on its part under this Agreement or the PAA for an Assigned Project, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 4.6. Inspector Firm's Payments. The Inspector Firm shall promptly pay its employees and others performing or providing Project Inspector Services or authorized Additional Project Inspector Services for an Assigned Project upon receipt of payments from the District. If required by applicable law, rule or regulation, the Inspector Firm's payments to personnel providing or performing Project Inspector Services or authorized Additional

Project Inspector Services for an Assigned Project shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder, with separate endorsements identifying Simi Valley Unified School District as an Additional Insured. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each

policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 5.6. District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

5.7. Indemnity.

- 5.7.1. Inspector Firm Indemnity of District. To the fullest extent permitted by law, the Inspector Firm shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Inspector Firm's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful acts, omissions, errors and/or other conduct of Inspector Firm, Project Inspector(s) or the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement and any PAA issued hereunder. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement and the PAA or termination of this Agreement or the PAA until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

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

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services

and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.

8. Miscellaneous

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
- 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
- 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
- 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.
- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to Inspector Firm:

Christopher Knowland
Knowland Construction Services
33 Narcissa Drive
Rancho Palos Verdes, CA 90275
chrisk@knowlandinc.com

8.8. Disputes.

- 8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.
- 8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.
- 8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.
- 8.8.4. Binding Arbitration.
- 8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in

controversy between the District and the Inspector Firm which are not resolved by non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

- 8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.
- 8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Inspector Firm has failed to satisfy all conditions precedent to commencement or maintenance

of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.

- 8.8.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Inspector Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Inspector Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Inspector Firm expressly waives and relinquishes any recovery of special or consequential damages from the District.

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which


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

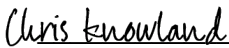
10. Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

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

"INSPECTOR FIRM"
Knowland Construction Services, Inc.

By: 
Ron Todo
Associate Superintendent,
Business & Facilities

By: 
Christopher Knowland
President

Dr

**EXHIBIT A TO
AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES
PROJECT ASSIGNMENT AMENDMENT**

SAMPLE

AGREEMENT R22-0XXX

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. ("Inspector Firm") as of **Date**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Class 1 DSA Inspector for the Royal High School MPR Renovation Project, and for inspection of other projects as allowed by DSA. The Class 1 DSA Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Simi Valley High School MPR Renovation Project, unless another Class 1 inspector is requested by the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
_____.
3. Project Inspector. The Inspector Firm designates the following Class 1 DSA Project Inspector _____, for completion of Project Inspector Services for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate of \$90.00 per hour for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated amount of dollars (\$XX,XXX.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated **DATE**, 2022 (Attachment 2- For Fee Only). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established the project completion date of **XXXXXX** with an estimated start date of **DATE**, 2022. The actual start date for these inspection services will be based on the


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

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

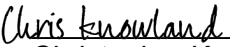
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

"INSPECTOR FIRM"
Knowland Construction Services, Inc.

By: 

Ron Todo
Associate Superintendent,
Business & Facilities

By: 

Christopher Knowland
President

Dr

ATTACHMENT 1 TO AGREEMENT R22-0XXXXX
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES

PROJECT: Name of Project

Project Inspector (Knowland Construction Services, Inc. to designate below)	DSA Certification No.	Hourly Billing Rate
		<u>Straight Time</u> Mondays-Fridays (8 hour work day) \$X0.00
		<u>Overtime</u> (authorization by District in advance required) Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM) \$XXX.00
		<u>Premium Overtime</u> (authorization by District in advance required) Saturdays (more than 8 hours per work day) Sundays Holidays \$XXX.00

Certificate Of Completion

Envelope Id: E3992A72331F4661BDD3F9C763854DDC

Status: Completed

Subject: Please DocuSign: A20.082 Ongoing Inspection Services Agreement A22.088 Knowland (3).pdf

Source Envelope:

Document Pages: 17

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 2

Desiree Rask

AutoNav: Enabled

desiree.rask@simivalleyusd.org

Enveloped Stamping: Enabled

IP Address: 207.157.143.40

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

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Status: Original

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3/10/2022 12:42:54 PM

desiree.rask@simivalleyusd.org

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Storage Appliance Status: Connected

Pool: Simi Valley Unified School District - Facilities

Location: DocuSign

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

Chris Knowland

chrisk@knowlandinc.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Viewed: 3/10/2022 2:28:15 PM

Signed: 3/10/2022 2:33:20 PM

Electronic Record and Signature Disclosure:

Accepted: 3/10/2022 2:28:15 PM

ID: a54c4dfb-9e10-4c88-bcb1-19b26b408c3b

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Viewed: 3/10/2022 2:45:14 PM

Signed: 3/16/2022 12:40:33 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ron Todo

ron.todo@simivalleyusd.org

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

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Resent: 3/16/2022 12:40:36 PM

Viewed: 3/18/2022 8:38:54 AM

Signed: 3/18/2022 8:39:01 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	3/10/2022 12:51:12 PM
Certified Delivered	Security Checked	3/18/2022 8:38:54 AM
Signing Complete	Security Checked	3/18/2022 8:39:01 AM
Completed	Security Checked	3/18/2022 8:39:01 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.

TITLE: RATIFICATION OF THE AMENDED 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 #11

March 15, 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
\$ 4,060.00 Amended Amendment #1
\$12,203.00 Total Revised Contract, funded by Measure X.

Recommendation

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

On a motion # 140 by Trustee LaBelle, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Ratification of the Amended Amendment #1 Agreement R22-01567 for landscape architectural services for Irrigation Upgrade project at Santa Susana HS.

Ayes: Subran Smollen LaBelle Bagdasaryan 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: 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.



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Jay Bain

3E722E134AA4A88... (Signature)
1/11/2022 | 5:20 PM PST (Date)

Project Coordinator

(Signature)

(Date)

JEFF KIPP

DocuSigned by:

Jeff Kipp

EF1B480895054B8... (Signature)
1/11/2022 | 5:25 PM PST (Date)

Construction Project Manager

LORI RUBENSTEIN

Bond Program Manager

DocuSigned by:

LORI RUBENSTEIN

19ADD8F59B9244E... (Signature)
1/12/2022 | 8:05 AM PST (Date)

RON TODO

Associate Superintendent,
Business & Facilities

DocuSigned by:

R. TODO

09CA0E81F890455... (Signature)
1/19/2022 | 9:56 AM PST (Date)

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:

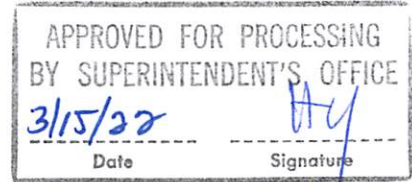
- A. Revisions of landscape plans to reflect the relocation of the classroom portables a second time and the addition of fencing details per the request of SVUSD.
 - 1. Addendum #3 – Delta 2 on drawings and Addendum #4 – Delta 3 on drawings
- B. As per your discussion with Jay at the end of the construction 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.



TITLE: APPROVAL OF PURCHASE OF STUDENT COMPUTER DEVICES

Business & Facilities
Action #2

March 15, 2022
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District's current student Chromebooks have reached our 5-year life cycle and will no longer be supported by Google after June 2022. We began researching new student devices in August of 2021. After meeting with our Tech Committee, we arrived at two student pilot devices, Acer Chromebook Spin 511 and Microsoft Surface Laptop Go. We received Board approval on September 21, 2021 to purchase student pilot devices. We had 97 teachers apply for the student device pilot program and 26 teachers were selected using an application process - screened by Educational Services and Information Technology. Our student device pilot was conducted in 4 rotations of about 6 classes per rotation. These pilot rotations all took place between November 2021 and February 2022. Students and teachers were given a survey after the use of each of the two pilot devices. After both pilot devices were used, students and teachers were asked to recommend one of the devices and explain why they selected that device. We then compiled and reviewed the survey results from pilot students and teachers. We found that 81% of students and 68% of teachers recommended the Microsoft Surface Laptop Go. We held a Tech Committee to review the student device pilot survey results. Based on all of this information, Educational Services has decided to go forward with one device for all students, the Microsoft Surface Laptop Go. Information Technology supports this decision.

Quantity	Computer Device	Price
16,600	Microsoft Surface Laptop Go	\$10,285,463.01
16,600	Protective Case for Microsoft Surface Laptop Go	\$323,700.00

Fiscal Analysis

The total cost for this project will be **\$10,609,163.01**

On a motion # 143 by Trustee LaBelle, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of student computer devices.

Ayes: Jubran
Smollew Noes: 0 Absent: 0 Abstained: 0
LaBelle
Bagdasaryan
Blough

TITLE: APPROVAL OF PURCHASE OF STUDENT COMPUTER DEVICES

Business & Facilities
Action #2

March 15, 2022
Page 2 of 2

We applied for and were approved for **\$6,827,243.16** of the device cost to be paid for by the Emergency Connectivity Fund (ECF) Program.

The remaining cost of **\$3,781,919.95** will be paid for using Measure X Bond funds.

Board adopted Resolution No. 01-21/22, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2021-2022 Fiscal Year, at the June 15, 2021 Board Meeting.

Recommendation

Since the District's current student Chromebooks have reached our 5-year life cycle and will no longer be supported by Google after June 2022, it is recommended that the Board of Education approve the purchase of Microsoft Surface Laptop Go as our new student devices as determined by the pilot program.