

TITLE: RATIFICATION OF AGREEMENT NO. R20-04437 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR CONSTRUCTIN PHASE GEOTECHNICAL ENGINEERING FOR THE ROYAL HIGH SCHOOL MPR RENOVATION PROJECT

Business & Facilities
Consent #4

August 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Geotechnical engineering is required for compaction testing and soils analysis associated with the new foundations for the Royal High School MPR Renovation Project. Earth Systems is on the list of geotechnical engineering firms approved by the Board of Education on June 13, 2017 and can provide these services.

Fiscal Analysis

The estimated cost for Agreement No. R20-04437 (Exhibit "A") is \$33,800.00. The actual cost will be based on the geotechnical engineering services performed.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 16 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-04437 with Earth Systems.

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

AGREEMENT NO. R20-04437 FOR CONSULTANT SERVICES

AGREEMENT made as of the 18th day of June 18, 2020,

between the District:

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

and the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services for the construction phase for the MPR Renovation Project at Royal High School** identified on the attached Proposal from Consultant dated June 16, 2020, (Attachment "A" to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar

- services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.
- 1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
 - 1.6 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
 - 1.7 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
 - 1.8 **Basic Services Schedule.** Work to be completed on an as needed basis expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Work shall begin on or about June 22, 2020 with a completion date on or about January 30, 2021.

CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is an **estimated fee of Thirty-Three Thousand Eight-Hundred Dollars (\$33,800.00)** per the attached Proposal (Attachment "A").
- 1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.
- 1.11 **Additional Services.** No Additional Services are authorized under this agreement.
- 1.12 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

- 1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-

- quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 1.14 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 1.16 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 1.17 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

- 1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.
- 1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Occurrence	\$1,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

- 1.20 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 1.22 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 1.23 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 1.24 **Indemnity.**
- 1.24.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to

property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

- 1.24.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

- ☐ when the Project and all close-out obligations are completed.
- ☒ when the District has confirmed that Consultant has properly completed its Scope of Services.
- ☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ () days from the date of award of this Agreement by the District's Board of Trustees.

TERMINATION; SUSPENSION

- 1.25 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 1.26 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's

convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

- 1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

- 1.29 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 1.30 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 1.31 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 1.32 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 1.33 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 1.34 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted

musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

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

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

and to the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attn.: Patrick Boales, Senior Vice-President

- 1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 1.37 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 1.38 **Disputes.**
- 1.38.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement,

Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

- 1.38.3 **Government Code Claims.** Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 1.39 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 1.40 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 1.41 **Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 1.42 **Consultant Contact Information.**
 Consultant Contact Name: Pat Boales
 Business Phone: 805-642-6727
 E-mail: pboales@earthsystems.com
 Federal Tax ID Number or SSN: 77-0521790
**Consultant must provide a W-9 (attached)*
- Are your or any of your employees current or former employee of the District?
☐ Yes ☒ No
 If yes, state the date you last worked? _____
- Are you related to any employee (s) of the District? ☐ Yes ☒ No
 If yes, please identify the individuals (s): _____
- 1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved or ratified this Agreement and the provisions hereof.

- 1.44 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 1.45 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT:

By: 

Ron Todo, Associate Superintendent
Business & Facilities

EARTH SYSTEMS:

By: 

Patrick Boales, Senior Vice-President

**ATTACHMENT B
FINGERPRINT CERTIFICATE**

I, Patrick V. Boales, am the Senior Vice President of

Earth Systems Pacific. I declare, state, and certify all of the following:

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

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

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

Entity/Contractor



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

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

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

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

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

Executed at Ventura, California this 27th day of June, 2020.

Patrick V. Boales
(Signature)

Patrick V. Boales
(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

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

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

Antonio Branic
Alex Delgado
Will Grieder
Anthony Luna
Dave Miller
Vivian Wallace
Chris Whittington



Earth Systems

Attachment A

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

June 16, 2020

Proposal No.: VEN-20-06-016

Simi Valley Unified School District
Attention: Anthony Joseph
101 West Cochran
Simi Valley, CA 93065

Project: Royal High School Multipurpose Building Additions
1402 Royal Avenue
Simi Valley, California
Subject: Proposal to Provide Geotechnical Engineering Observation and Testing Services during Construction

INTRODUCTION AND PROJECT DESCRIPTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering observation and testing services during the construction of two additions to the existing multipurpose building on the campus of Royal High School located at 1402 Royal Avenue in the City of Simi Valley, California.

The project will include construction of additions on opposite sides of the existing multi-purpose building, as part of renovating of the existing building. The addition to the north side will be approximately 2,430 square feet, and the addition to the south side will be approximately 2,730 square feet. New construction will also include concrete flatwork and underground utilities. Earth Systems understands that the proposed additions will be supported by drilled, reinforced cast-in-place concrete caissons (cast-in-drilled-hole "CIDH" piles) connected with grade beams.

Proposed Testing and Inspection Services

Based on information provided in the project plans, Earth Systems proposes to perform the geotechnical observation and testing services during the construction phase of the subject project. We understand that NV5 will be the materials testing lab of record.

Compaction Testing

Our technicians will provide compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within fill areas, utility trench backfills, and prepared subgrade. In-place field density tests will be performed in accordance with ASTM D2922 and ASTM D3017 (nuclear gauge). Testing of these materials will be performed in the areas designated on the plans. Test results will be documented in written reports upon completion of compaction operations.

June 16, 2020

-2-

Proposal No.: VEN-20-06-016

Laboratory Testing of Soils and Aggregates

Laboratory testing will be performed on samples of the engineered fill, trench backfill material, and aggregate base materials for compliance with the project requirements. Tests will include determination of maximum dry density and optimum moisture content.

Observation of CIDH Piles

As the Geotechnical Engineer of Record for the project, the CIDH piles will be inspected continuously during drilling operations to confirm plumbness, and total embedment in accordance with the project plans. A summary letter will be issued upon completion of the CIDH pile installation activities. Earth Systems understands that NV5 will inspect the steel reinforcement for the CIDH piles and provide inspection and testing of the concrete placed during construction of the CIDH piles.

Premoistening Verification

A technician will visit the site to test premoistening of bearing soils beneath the slabs of the proposed additions. Reports documenting the findings will be produced.

Project Management, Engineering Review, Consultation, and DSA Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the Project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

BASIS FOR CHARGES

The basis of the estimates of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2020, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

As mentioned previously, a detailed construction schedule has not been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. Our estimated costs are based on the understanding that all of the on-site services proposed herein are subject to Prevailing Wage law.

TOTAL ESTIMATE FOR PROJECT:**\$33,800.00**

EARTH SYSTEMS

June 16, 2020

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Proposal No.: VEN-20-06-016

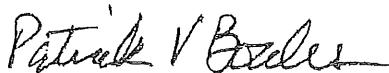
The Client will be notified when the actual fees reach 90 percent of the estimated amount, and authorization for additional funds, if needed, will be requested prior to exceeding the estimated budget.

It is anticipated that the contractual terms included within Agreement No. A18.114 for Consultant Services dated August 2, 2017, shall also be applicable to this phase of work on the project.

Upon acceptance of this proposal, please sign and date and return a signed copy to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,
EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/Sr. Vice President

Client Signature

Client Name and Title (in print)

Date

Note: Please provide accounts payable information if different than contact person.

Enclosure: January 1, 2020 Fee Schedule

Copies: 1 – Anthony Joseph, SVUSD (via email)
1 - Proposal File

EARTH SYSTEMS



Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

FEE SCHEDULE

Effective January 1, 2020

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

HOURLY CHARGES FOR PERSONNEL

Word Processing and Reproduction	\$50.00	Laboratory Technician	\$100.00
Technician - Field/Lab (non PW)	\$87.00	Drafter	\$100.00
Group I for Prevailing Wage projects	\$103.00	Staff Professional	\$150.00
Special Inspector (non PW)	\$95.00	Project Professional	\$170.00
Group II for Prevailing Wage projects	\$117.00	Senior Professional	\$190.00
Special Inspector Group III	Per Quote	Principal Professional	\$220.00

BASIS OF CHARGES

- Field technician services for non-prevailing wage projects on regular work days will be subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services and all prevailing wage project services will be subject to a 4-hour minimum charge, and billed in 4-hour increments. Hourly charges will accumulate on a portal-to-portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. A 2-hour cancellation charge will apply if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
- The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- Nuclear gauge charge: \$12.50/hour.
- Mileage zone charge (portal to portal): \$20 within 10 miles, \$40 within 20 miles, \$60 within 30 miles, \$80 within 40 miles, \$100 within 50 miles. For more remote sites, a quote can be provided.
- Subcontractors (except Special Inspectors) and other expenses will be charged at cost plus 20 percent.
- Out of town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
- Minimum report charge: \$150.00.
- Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
- Fees for depositions, hearings, or and court appearances (as Expert Witness) are listed on a supplemental fee schedule.
- Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of \$75 per project will be assessed twice a month.
- Payments using a credit card will be assigned a 3% convenience fee.

FEE SCHEDULE

(Effective January 1, 2020)

SUBCONTRACTED SERVICES

Subcontracted services are to be billed at cost plus 20%. Subcontracted services include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses. Subcontracted services do not include subcontracted Special Inspectors, who will be billed at the rates shown on Page 1 of this Fee Schedule

SPECIAL FIELD SERVICES

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations, and other special tests can be quoted on an individual basis.

ENVIRONMENTAL SERVICES

Rates for environmental sampling, safety, and testing equipment can be provided on request. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 20%. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

SOILS LABORATORY FEES

Atterberg Limits/Plasticity Index (ASTM D 4318):	\$250.00
California Bearing Ratio, 3 points (ASTM D 1883)	\$750.00
California Impact (CT 216)	\$250.00
Consolidation, one dimensional (ASTM D 2435)	\$250.00
Consolidation, timed, per point	\$85.00
Corrosivity Tests (EPA 300)	\$200.00
Direct Shear, per point, 3 points minimum (ASTM D 3080)	\$125.00
Expansion Index Test (ASTM D 4829)	\$200.00
Hydrocollapse Potential Test (ASTM D 5333)	\$125.00
Long Hydrometer Analysis, assumed specific gravity, with 200 wash (ASTM D 422, CT 203)	\$300.00
Maximum Density and Optimum Moisture:	
4" Mold (ASTM D 1557)	\$260.00
6" Mold (ASTM D 1557)	\$310.00
Moisture and Unit Weight Determination, from ring samples (ASTM D 2937)	\$40.00
Moisture Only (ASTM D 2216)	\$30.00
Permeability Tests, constant head, falling head (EPA 9100)	Per Quote
R-Value (ASTM D 2844, CT 301)	\$420.00
Sand Equivalent (ASTM D 2419, CT 217)	\$135.00
Short Hydrometer, assumed specific gravity, with 200 wash (ASTM D 422)	\$200.00
Sieve Analysis with 200 wash (ASTM D 1140, CT 202)	\$200.00
Sieve Analysis without 200 wash, Aggregate Base or Sub-base	\$135.00
Sieve Analysis of Oversize Material	Per Quote
Specific Gravity (ASTM D 854)	\$150.00
Unconfined Compressive Strength, untreated (ASTM D 2166)	\$150.00

EARTH SYSTEMS

FEE SCHEDULE

(Effective January 1, 2020)

MATERIALS LABORATORY TESTING FEES

An additional hourly charge (\$100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples. All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of \$25.

AGGREGATE

Abrasion, L.A. Rattler, 100 & 500 revolutions (ASTM C 131, CT 211)	\$210.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206)	\$100.00
Absorption, Fine Aggregate (ASTM C 128, CT 207)	\$150.00
Clay Lumps and Friable Particles in Aggregate (ASTM C 142)	\$110.00
Cleanliness Value of Coarse Aggregate (CT 227)	\$150.00
Crushed Particles, each size (CT 205)	\$150.00
Durability Index, Coarse or Fine Aggregate (ASTM C 3744, CT 229)	\$200.00
Flat and Elongated Particles in Aggregate (ASTM C 4791)	\$110.00
Organic Impurities in Fine Aggregate (ASTM C 40, CT 213)	\$100.00
Potential Reactivity of Aggregate by Chemical Method, each size (ASTM C 289)	Per Quote
Sieve Analysis, washed (ASTM C 117, CT 202)	\$210.00
Soundness, Sodium Sulfate, 5 cycles (ASTM C 88)	\$500.00
Specific Gravity, Coarse Aggregate (ASTM C 127)	\$150.00
Specific Gravity, Fine Aggregate (ASTM C 128)	\$150.00
Uncompacted Void Content, Fine Aggregate, incl. specific gravity (ASTM C 1252, AASHTO T304, CT 234)	\$280.00
Unit Weight of Aggregate (ASTM C 29)	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39)	\$35.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42)	\$75.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2)	\$100.00
Compression Test of Lightweight Concrete (ASTM C 495)	\$45.00
Density of Concrete Cylinders (ASTM C 138)	\$70.00
Density of Hardened Concrete (ASTM C 642)	\$100.00
Shrinkage of Beams, set of 3 (ASTM C 157)	\$410.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523)	\$175.00
Unit Weight of Lightweight Concrete (ASTM C 567)	\$125.00
Disposal/Recycling Fee, per shotcrete panel or beam	\$5.00

MASONRY

Absorption of Block, set of 3 (ASTM C 140)	\$160.00
Compression Test on Block, set of 3 (ASTM C 140)	\$160.00
Compression Test on Grouted Prisms, includes cutting and disposal fee (ASTM C 1314)	\$300.00
Compression Test on Masonry Cores (ASTM C 140)	\$75.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780)	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019)	\$40.00
Moisture Content of Block as received, set of 3 (ASTM C 140)	\$100.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Unit Weight of Block, set of 3 (ASTM C 140)	\$160.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Disposal/Recycling Fee, per untested masonry prism	\$2.00

EARTH SYSTEMS

FEE SCHEDULE

(Effective January 1, 2020)

ASPHALTIC CONCRETE

All fees for asphaltic concrete assume that asphalt mix is made in the field. Please request quotes if mix is to be made at our laboratory.

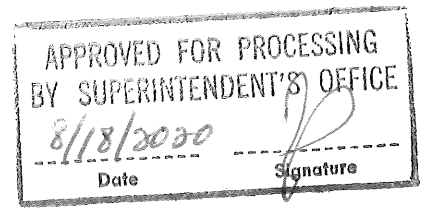
Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308)	\$50.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308)	\$400.00
Extraction of Oil from AC Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172)	\$315.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112)	\$400.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324)	\$750.00
Hazardous Waste Handling Charge for Extracted Oils	\$30.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307)	\$850.00
Ignition Oven Binder Content after initial correction value is determined	\$170.00
Ignition Oven Gradation Correction Value, per mix	Per Quote
Ignition Oven Gradation after initial correction value is determined	\$270.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444)	\$210.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309)	\$150.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366)	\$150.00*

* Fee assumes CT 308 is run concurrently

MISCELLANEOUS TESTING AND EQUIPMENT CHARGES

Anchor Pull Test Equipment	\$100/day
High Strength Bolt, Nut, Washer Testing	Per Quote
Manometer (Liquid Level) Survey Equipment	\$100/day
Nuclear Gauge	\$12.50/hr.
Pachometer (James R Meter)	\$200/day
Pile Load Test Equipment	Per Quote
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615)	\$150.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger	Per Quote
Skidmore Device	\$250/day
Torque Wrench	\$50/day

EARTH SYSTEMS



TITLE: RATIFICATION OF ADDITIONAL SERVICES NO. 4 TO AGREEMENT NO. A18.063 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ARCHITECTURE FOR EDUCATION, INC.

Business & Facilities
Consent #5

August 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

DSA has requested a full structural analysis of the Simi Valley High School MPR building, in order to identify any building components requiring reinforcement, as further described in the attached proposal from Architecture for Education, dated June 23, 2020.

Fiscal Analysis

The total cost for Additional Services No. 4 to Agreement No. A18.063 (Exhibit "A") is a fixed fee of Twenty-Five Thousand Dollars (\$25,000.00).

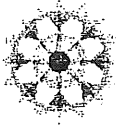
These services will be funded by Measure X.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 16 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education, by roll-call vote, ratified Additional Services No 4 to Agreement No. A18.063 with Architecture for Education, Inc.

Ayes: Blough
LaBelle
White
Jubran
Smollen Noes: 0 Absent: 0 Abstain: 0



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BOND MANAGEMENT PROGRAM**

ADDITIONAL SERVICES NO. 4

**TO AGREEMENT A18.063
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT
AND ARCHITECTURE FOR EDUCATION, INC.**

This Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **ARCHITECTURE FOR EDUCATION, INC.** ("Architect").

Architect is authorized to provide additional services for structural analysis of the existing MPR Building, as requested by DSA, per the attached Proposal from Architect dated June 23, 2020.

Compensation:

Architect's fee is increased by \$25,000 for structural analysis of the existing MPR building at Simi Valley High School.

The terms and conditions of Ongoing Agreement A18.087 dated June 27, 2017 apply to these additional services.

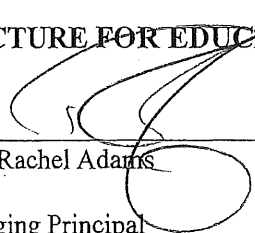
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo

Dated: 7/07/2020

Title: Associate Superintendent Business & Facilities

ARCHITECTURE FOR EDUCATION, INC.

By: 
Rachel Adams

Dated: 6/26/20

Title: Managing Principal



DATE: 06/15/20
PAGE: 001 OF 01

6.23.20

Simi Valley USD
101 W Cochran St.
Simi Valley, CA 93065
Attn: Pedro Avila, Director of Facilities, SVUSD
Re: (1705-03) MPR Renovation Project at Simi Valley High School – Request for Add Services

Dear Mr. Avila,

As noted during our conference call on Monday afternoon 6.15.20 with you, Ron Todo (SVUSD), Rachel Adams (A4E) and Aldrin Orue (KPFF) we discussed our plan to address the issues discussed with DSA during our call with DSA that had occurred earlier that same day. The purpose of the call with DSA was to receive an update from DSA about a path forward to resolve the structural issues at the MPR Building at SVHS. During our call with DSA we were told the only way forward at this time was to complete a full structural engineering analysis of the MPR Building.

The reason DSA requested the analysis is that, given the current situation and recent discovery of existing x-braces at the MPR Building, DSA has now officially decided that review of any proposed design solution to correct the structural issues at this facility will not be reviewed by DSA until such time as the full scope of the structural issues and subsequent proposed repairs can be more fully determined, understood and approved by DSA.

And therefore, as noted during our conference call and given the anticipated scope of work required to provide the analysis requested by DSA, KPFF has requested add services for a fixed fee in the amount of \$25,000 (Ref Attached Proposal from KPFF). For this fee KPFF will produce a full structural engineering analysis and report of the existing building which will include a prioritized list of the structural elements of the building that would or might require some level of upgrade. All of which, when complete, will be reviewed with DSA for a final determination of the work/repairs required.

Following agreement reached with DSA about the scope of structural repairs required at this facility KPFF will submit a request for add services to produce the construction plans needed to submit to DSA for review and approval. As noted during our call the work by KPFF will take approximately 3-4 weeks to complete. When complete we will submit the engineering analysis report to DSA and then meet with the DSA representatives to review and discuss the content of and the recommendations included in the report.

ARCHITECTURE
FOREducation
41 N Fair Oaks Ave
Pasadena, CA 91103
T 626.356.4090
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www.architecture4e.com



DATE: 04/01/2014
PAGE: 1 OF 1

However in about two weeks from the date of our meeting we will schedule a meeting with you and Ron so that KPFF can provide a status update about the analysis.

Also during our call on Monday, to assist the SVUSD with the difficult decision about how best to move forward, we identified three possible options that should be explored, at a concept level, to determine the basic scope of work, time and cost related to each option - each of which is noted as follows:

1. **Option 1:** stop all current renovation work and basically develop a plan to restore the MPR building, as best as possible, to the condition it was in prior to the start of the current project.
2. **Option 2:** following completion of the engineering analysis and agreement with DSA implement the structural changes approved by DSA and continue with the current renovation project.
3. **Option 3:** complete Option 1 and then, under a new agreement with A4E, begin the process to create design and construction documents for a new Performing Arts Building on the campus at SVHS.

During the 3-4 week time period, while KPFF is working on the engineering analysis, A4E will provide services and work to analyze the scope, time and cost issues associated with each option. However, to be clear, the work performed by A4E to study each option will be completed at the basic "concept" level – meaning for example – we will not provide design documents or plans for each option or a fully detailed cost estimate for each option but rather a rough order of magnitude (ROM) assessment of the possible cost associated with each option. Work provided by A4E during this period will also include a review and update of the 50% cost issue associated with Calif. Admin code section 4-309(c)1.

The goal of this analysis and study described above is to provide information needed for you, Ron and the SVUSD Board to make an informed decision about the most timely and cost effective path forward.

Going forward, A4E continues to recognize the time, cost and other challenges related to resolving the unforeseen existing structural conditions that were discovered during the demolition phase at the MPR at SVHS. And since the discovery of those existing conditions we have been working diligently with KPFF and DSA to identify the most cost and time effective solution and path forward possible. For A4E we consider this coordination work to be under our standard Construction Administration services effort and therefore, at this time, we do not anticipate submitting a request for add services for work performed by A4E staff to help resolve the situation.

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As discussed during our call on Monday you and Ron gave approval of the fee proposed by KPFF and NTP to KPFF and A4E to complete the work noted in this letter. To finalize this please sign and date this request for add services below and return a copy to A4E.

In the meantime, feel free to call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig R. Windsor', is written over a horizontal line.

Craig R. Windsor, AIA
Project Manager
Architecture for Education

Approved:

Pedro Avila, Director of Facilities, SVUSD

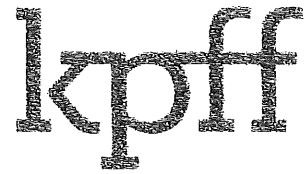
Date

w/Attachment

Cc: Rachel Adams, AIA, Principal A4E

ARCHITECTURE
FOREducation
411 N Fair Oaks Ave
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www.a4e.com

700 S. Flower St., Suite 2100 Los Angeles, CA 90017 213.418.0201 kpff.com



June 15, 2020

Rachel Adams, Managing Principal
Architecture For Education, Inc.
41 North Fair Oaks Avenue
Pasadena, CA 91103

Re: Simi Valley High School MPR Renovations
Full Building Seismic Evaluation
Revised Proposal for Additional Structural Engineering Services
KPFF Project # 10011700797 AS-04

Dear Rachel:

We are pleased to submit this proposal for additional structural engineering services required for the above-referenced project. This proposal is based on our conference call with DSA and the District on June 15, 2020.

PROJECT DESCRIPTION

The overall project consists of the renovation of the existing multipurpose room (MPR) on the Simi Valley High School campus located at 5400 Cochran St., Simi Valley, CA. The project includes a renovation area of approximately 7,145 SF and an addition area of approximately 1,720 SF. For a complete description of this project, see the original proposal dated July 14, 2017.

Previously unknown structural conditions were discovered during the demolition phase of construction. More specifically, four (4) existing steel brace frames were discovered in four (4) separate locations: North Grid Line A, South Grid Line K, West Grid Line 2 and East Grid Line 3. We now know this construction was performed as part of a 1995 retrofit in response to the Northridge Earthquake.

Structural engineering services have been requested to perform a full building seismic evaluation of the current existing state of the building. Such evaluation is to include the low-rise wings to the East and West of the main MPR room as well as the basement level at the West end.

SCOPE OF WORK

Our scope of work will consist of the following:

1. Evaluate the existing structural conditions against current building code requirements.
2. Prepare a report to document structural deficiencies. Such documentation shall show the degree to which elements are deficient.
3. Prepare supporting calculations.

Rachel Adams, Architecture For Education, Inc.
Simi Valley High School MPR Renovations
Full Building Seismic Evaluation
Revised Proposal for Additional Structural Engineering Services
KPFF Project # 10011700797 AS-04
June 15, 2020
Page 2

4. Propose conceptual retrofit schemes, where elements are determined to be deficient.
5. Coordinate design with Architect, Design-Team members, as required.
6. Meet with DSA to review the conclusions of our evaluation and to come to an agreement as to the scope and concept of retrofits required.

The following assumptions have been made in developing this proposal:

1. Existing conditions are consistent with the 1995 retrofit drawings.
2. Existing pile capacities, which were not previously provided in the original geotechnical report, will be made available for the purposes of evaluating the existing piles.
3. This full building evaluation phase will be approximately 3-4 weeks.
4. Design and drawings of retrofits, where required, are not included in the scope of work at this time but may be added as an additional service.

Our proposal assumes that the plan review staff will be unchanged from the start of plan check to final approval. Additional effort related to changes in the plan review staff that lead to re-review of the Contract Documents will be tracked and billed as an additional service.

FEE

We propose to accomplish the scope of work noted above for the **lump sum amount of \$25,000**. We propose to bill our services monthly on a percentage completion basis.

Additional site visit(s)/structural observations beyond what is noted in our scope of work above will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

REIMBURSABLE EXPENSES

Anticipated expenses for messenger and delivery services, reproduction, printing, plotting, rideshare and taxi service, and local travel are included in our fee. All other services, which are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

AGREEMENT FOR PROFESSIONAL SERVICES

Terms and conditions are per our original agreement for this project dated July 14, 2017, except the attached Hourly Rate Schedule. Please refer to Attachment A for our current Hourly Rate Schedule.

Rachel Adams, Architecture For Education, Inc.
Simi Valley High School MPR Renovations
Full Building Seismic Evaluation
Revised Proposal for Additional Structural Engineering Services
KPFF Project # 10011700797 AS-04
June 15, 2020
Page 3

SUMMARY

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Allen Au, S.E.
Associate

Attachments

cc: Aldrin Orue, KPFF

Accepted By:

Name

Title

Date

K:\2017\1700797 - SIMI VALLEY HIGH SCHOOL MPR RENOVATIONS\0 MARKET\0.2 PROPOSALS\AS04 FULL BUILDING SEISMIC EVALUATION\2020-06-15 A4E ADD PROP-1700797 AS-04.DOCX

Rachel Adams, Architecture For Education, Inc.
Simi Valley High School MPR Renovations
Full Building Seismic Evaluation
Revised Proposal for Additional Structural Engineering Services
KPFF Project # 10011700797 AS-04
June 15, 2020
Page 4

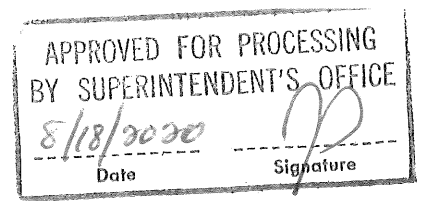
Attachment A

HOURLY RATE SCHEDULE

2020

PRINCIPAL-IN-CHARGE	\$250.00
SENIOR PROJECT MANAGER	\$205.00
PROJECT MANAGER	\$185.00
PROJECT ENGINEER	\$155.00
DESIGN ENGINEER.....	\$140.00
LEAD MODELER	\$165.00
MODELER	\$140.00
ADMINISTRATIVE/SECRETARY.....	\$95.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.



TITLE: RATIFICATION OF AGREEMENT NO. R20-04460 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MOLLENHAUER GROUP CIVIL, INC. FOR SURVEYING AND CIVIL ENGINEERING AT KNOLLS ELEMENTARY SCHOOL

Business & Facilities
Consent #7

August 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education ratified Ongoing Services Agreement A17.322 for ongoing civil engineering services with the firm of Mollenhauer Group Civil, Inc. Surveying and civil engineering are needed for a new fire water main and hydrant at Knolls Elementary School.

Fiscal Analysis

The estimated cost for Agreement No. R20-04460 (Exhibit "A") is a not-to-exceed fee of \$15,105.00. The actual cost will be based on the surveying and civil engineering services performed.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 17 by Trustee Blouge, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-04460 with Mollenhauer Group, Civil, Inc.

Ayes: Blouge Noes: 0 Absent: 0 Abstained: 0

LaBelle
White
Subran
Smollen

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R20-04460

KNOLLS ELEMENTARY SCHOOL CIVIL SURVEY

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on June 29, 2020.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows:

Spot elevation design survey at Knolls Elementary School for new fire water line and hydrant as further described in the attached Proposal from Engineer dated June 11, 2020 (Attachment 1).

2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is civil engineering and surveying.

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

Basic Services Descriptions
Field survey including spot elevations and contours for area where new fire water line is to be routed.
Survey of existing utilities within the limits of the survey area.
Civil engineering for the new fire water line and hydrant.
Provision of Completed Survey in AutoCad and pdf formats

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

Design Disciplines
Design Consultants
Land Surveyor
Civil
Other: _____

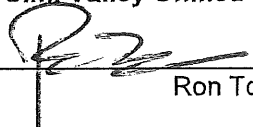
5. **Assigned Project Schedule.** The Engineer's Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services Phases	Completion Date
Site Surveying & Investigation.	7/16/20
Delivery of completed survey	8/7/20

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a not-to-exceed fee of **Fifteen Thousand One-Hundred Five Dollars (\$15,105.00)**. Billings for up to the Contract Price shall be processed upon receipt of invoices from Engineer for the hourly work performed, based on the Schedule of Hourly Rates included in Attachment 1.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: _____.
8. **Agreement Terms.** All terms of Agreement A17.322 are incorporated herein and applicable to the Assigned Project, except as specifically modified by the terms of this PAA.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.


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

District
Simi Valley Unified School District

By:  _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By:  _____
Thomas Tran

Title: Senior Vice-President, Civil Engineering

Attachment 1



June 11, 2020

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

Attention: Mr. Pedro Avila
Director of Facilities & Planning

**Re: Knolls Elementary School-Survey and Civil Engineering
MG Proposal # P20.130.012**

Dear Mr. Avila

In response to your request for proposal of May 28, 2020, and the documents forward to us by Amador Whittle Architects, Inc., we are pleased to submit our proposal for the surveying and civil engineering services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff for the limits of work as shown on the attached Exhibit A:

SCOPE OF SERVICES

Design Survey

Prepare a design survey for the proposed fire service line path that will include those items of work noted as follows:

- Spot elevations and contours will be shown as required to fully describe the site as shown on the attached Exhibit A.
- All visible surface indicators within the limits of work as shown on the attached Exhibit A will be located on the design survey.
- All elevations will be based upon current City of Simi Valley bench marks. Two bench marks will be shown on the survey. Assumed bench marks will not be used.
- Invert elevations of all accessible storm drain manholes and storm drain catch basins located within the limits of work will be field measured. Record elevations will not be used.
- Existing utility of record provided by the District will be drawn on the survey to show approximate locations.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t 818 937-9899
| t 213 624-2661
| www.mollenhauergroup.com

Mr. Pedro Avila
Simi Valley Unified School District
Knolls Elementary School-Survey and Civil Engineering
June 11, 2020
Page 2 of 4

- The survey will be drawn to a scale acceptable to the architect / designer.

Civil Engineering

- Visit site to view existing condition first hand.
- Preparation of a site utility plan to showing the proposed fire hydrant routing as shown on Exhibit A.
- Meet with local fire department to discuss the fire hydrant flow and pressure demand requirement, and request a pressure and flow test on the existing onsite hydrant.
- Meet with client and A/E team to coordinate and evaluate alternative design.
- Preparation of hydraulic calculations for the proposed fire hydrant. Per the DSA comment on the attached Exhibit A, the new fire hydrant shall be required to flow at 2500 GPM and assuming minimum pressure of 20 PSI. We will evaluate the existing pressure and flow from the existing onsite fire hydrant and determine if the 2500 GPM at 20 PSI demand for the new fire hydrant could be achieved. We will notify the District in the event that the existing water service line is insufficient to provide the required 2500 GPM at 20 PSI. Our proposal does not include any mechanical booster pump design and plan preparation, if required in the event that the existing site fire water service pressure and flow is inadequate. This task more correctly falls under the purview of your mechanical engineer and are therefore not included in our proposal.
- Preparation of details plans and specifications for construction documents.
- Upon receipt of Division of State Architects (DSA) review comments we will resolve any differences and incorporate agreed changes into our drawings.

DESIGN FEE

Fee for our services will be billed monthly as the work progresses based upon our estimate of percentage of completion of our work as follows:

Design Survey:	\$5,510.00
Civil Engineering:	<u>\$9,595.00</u>
Total Fees Requested:	\$15,105.00

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899
t: 213 624-2661
| www.mollenhauergroup.com

Mr. Pedro Avila
Simi Valley Unified School District
Knolls Elementary School-Survey and Civil Engineering
June 11, 2020
Page 3 of 4

REIMBURSABLE EXPENSES

Expenses such as plan checking or processing fees, mylars, printing other than for our own in-house use, express mail, or messenger fees will be itemized separately and billed at cost plus 15 percent.

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

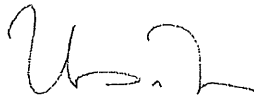
Mr. Pedro Avila
Simi Valley Unified School District
Knolls Elementary School-Survey and Civil Engineering
June 11, 2020
Page 4 of 4

CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



Thomas Tran, P.E.
Sr. Vice President, Civil Engineering

Authorization to Proceed:

By: _____

Title: _____

Date: _____

Enclosures:

Exhibit A
Rate Schedule
Standard Terms and Conditions

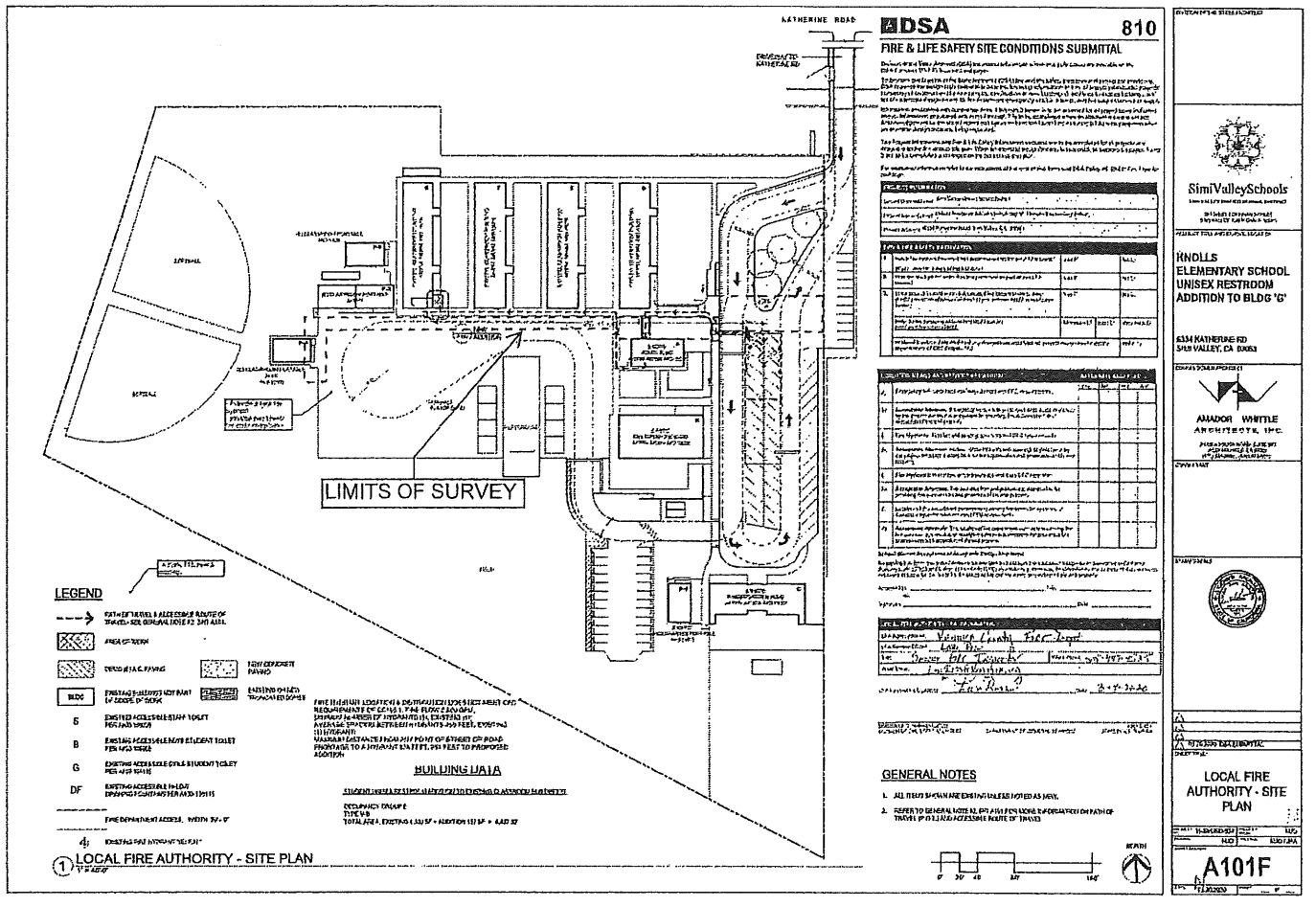


EXHIBIT-A

Civil Engineering
Survey + Mapping
3D Laser Scanning
Subdivision Mapping
Construction Surveying



MOLLENHAUER

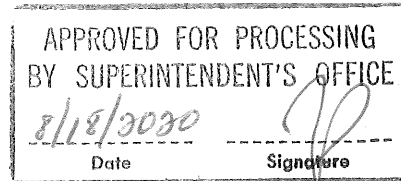
Mollenhauer Group Civil, Inc.
Schedule of Hourly Rates

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
Office Management & Professional Services	
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$169.00
Project Engineer/Surveyor	\$160.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 www.mollenhauergruop.com



TITLE: APPROVAL OF ANNUAL SUBSCRIPTION FOR PROJECT MANAGEMENT SOFTWARE FROM PROCORE

Business & Facilities
Consent #13

August 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The bond management program would like to continue using Procore project management software, which renews on an annual basis. The current subscription was through June 29, 2020. The Procore subscription annual fee is based on the construction value of projects utilizing the management software. The construction value of projects currently utilizing Procore has increased to \$22 Million. The increased usage is primarily due to the MPR renovation projects at Simi Valley High School and Royal High School.

Fiscal Analysis

Last year's annual subscription cost was \$17,277 based on a total of \$10 Million in projects using Procore. This year's annual subscription through June 28, 2021 will be **\$40,598** based on a total of \$22 Million in projects using Procore per the attached proposal (Exhibit "A").

This purchase will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve the annual renewal for Procore project management software through June 28, 2021.

On a motion # 16, by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of an annual renewal of Procore project management software through June 28, 2021.

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



6309 Carpinteria Avenue
Carpinteria, CA 93013
(866) 477-6267

PROPOSED BY:

Jen McBride
jennifer.mcbride@procore.com
+1 805-755-4584

EXHIBIT "A"**ORDER FORM**

Customer Name	Simi Valley USD
Quote Number	Q155747

Subscription Info

Subscription Start Date	June 29, 2020
Subscription Type	Amend Subscription
Service Start Date	August 18, 2020
Initial Term Months	12
Renewal Term Months	12
Billing Frequency	Annual
Payment Terms	Due Upon Receipt
Payment Method	Check
Multi Year Paid up Front	
Currency	USD
Offer Valid Through	August 19, 2020

THIS IS NOT AN INVOICE – PRICES QUOTED BELOW ARE ESTIMATES

INVOICE INFORMATION

Invoice Dates	Estimated Invoice Amounts (Excludes Taxes)
08/18/20 - 06/28/21	\$18,635.05
Total Invoice Amounts	\$18,635.05
Next Invoice Amount	\$18,635.05

PREVIOUS SUBSCRIPTION

Product	UOM	QTY	Project Cap	Service Period	Annual Fees
Performance Management	ACV (MM)	10.000000	200	06/29/20 - 06/28/21	\$4,677.00
Project Management Essentials	ACV (MM)	10.000000	200	06/29/20 - 06/28/21	\$14,328.00

CHANGES TO PREVIOUS SUBSCRIPTION

Product	UOM	QTY	Project Cap	Service Period	Annual Fees
Project Management Pro	ACV (MM)	22.000000	200	08/18/20 - 06/28/21	\$34,054.00
Quality & Safety	ACV (MM)	22.000000	200	08/18/20 - 06/28/21	\$6,544.00

Please note that some Procore product names have been updated without any reduction of functionality. Project Management Essentials is now known as Project Management Pro, Starter Pack is now known as Project Management Starter, Construction Financials is now known as Financials, Field Financials is now known as Project Financials, and Performance Management is now known as Quality & Safety.

EXHIBIT "A"

SPECIAL TERMS	
The Parties agree that this Order Form is a change to the Previous Subscription identified above. Customer shall pay fees due as stated in the Invoice Information table above. The Procore Subscription Terms governing the Agreement remain in full force and effect.	
BILL TO Simi Valley USD Anthony Joseph 101 W. Cochran Simi Valley, CA 93065 United States anthony.joseph@simivalleyusd.org	SHIP TO Simi Valley USD Anthony Joseph 101 W. Cochran Simi Valley, CA 93065 United States anthony.joseph@simivalleyusd.org
TERMS AND CONDITIONS <p>The Prices shown above have been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the prices displayed above, and are the true and binding totals for this order. Prices quoted do not include taxes.</p> <p>By signing this Order Form, I am authorized to place this order on behalf of the Customer and agree to all payments that are due to Procore, and Customer hereby agrees to all the terms and conditions of this Order Form and the Procore Subscription Terms ("Terms") as outlined at https://mkt-cdn.procore.com/legal/procore_MSA_V1_2019.pdf. The Product(s) purchased above are further described in the table below. Please note that if this is an upgrade to your current subscription, then the table below shall only reflect your new or changed products. The Order Form and Terms constitute the entire agreement between Procore and Customer, superseding any other terms (including, but not limited to, the terms of any Customer purchase order).</p> <p>If this Order Form is executed and/or returned to Procore by Customer after the Service Start Date above, Procore may adjust the Service Start Date based on the date the Order Form is fully executed. If Procore adjusts the Service Start Date, the Estimated Invoice Amounts may change as they are calculated based on the remaining days of service in the Subscription. Following activation, any adjustments to such Service Start Date and Fees may be confirmed by reference to the invoice sent by Procore to the Billing Email Address above, and/or by contacting the billing team at billing@procore.com.</p>	
PO #: Simi Valley USD ("Customer") Signature: Name: Title: Date:	Tax Exempt: Procore Technologies, Inc. ("Procore") Signature Name: Title: Date: