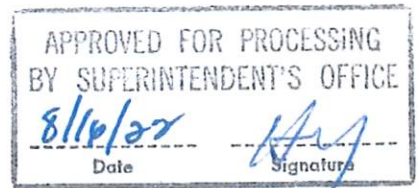


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: APPROVAL OF CLASSIFIED PERSONNEL REPORT

Personnel Services
Consent #2

August 16, 2022
Page 1 of 2

Prepared by: Ginan Henson, Director
Classified Personnel Services

Background Information

The following report lists classified personnel actions.

Business Services Requests:

- One new Construction Planning Coordinator position
- One new Custodian position
- Increase four Cafeteria Assistant positions
- Increase one Cafeteria Specialist position
- Increase one Accounting Assistant I position
- Decrease two Cafeteria Assistant positions

Educational Services Requests:

- One new Cosmetology School Assistant position
- Three new Paraeducator General Ed positions
- Eight limited term Campus Supervisor positions
- Increase one School Services Assistant I
- Increase two Paraeducator positions
- Decrease one Paraeducator position

Student Support Services Requests:

- Six new Paraeducator I, Special Ed positions
- Increase ten Paraeducator I, Special Ed positions
- Decrease one Paraeducator I, Special Ed position
- Abolish seven Paraeducator I, Special Ed. Positions
- Abolish one IBI Position

Educational Analysis

Support Staff to assist in the education of children

Continued on page 2

On a motion # 13 of Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a roll-call vote of 4/0/1, the Board of Education approved, by roll-call vote, the Classified Personnel Report

Ayes: Subran
LaBelle
Bagdasaryan
Blough

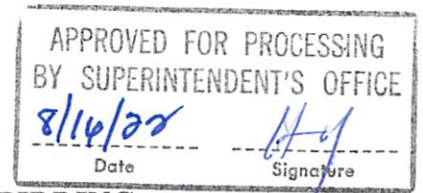
Noes: 0

Absent: Smollen

Abstain: 0

	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>FROM HOURS</u>	<u>TO HOURS</u>	<u>EFFECTIVE DATE</u>	<u>TYPE OF APPOINTMENT</u>	<u>COMMENTS</u>
<u>NEW POSITIONS</u>							
5354	Paraeducator	60		5.80	7/1/22	10 Mos	Wood Ranch
5366	Paraeducator I, Special Ed.	65		5.75	7/1/22	10 Mos	SSE
5367	Paraeducator I, Special Ed.	65		6.00	7/1/22	10 Mos	RHS
5368	Paraeducator I, Special Ed.	65		3.00	7/1/22	10 Mos	RHS
5370	Paraeducator I, Special Ed.	65		5.80	7/1/22	10 Mos	Sycamore
5371	Cosmetology School Assistant	54		3.20	8/17/22	10 Mos	SICE
5376	Construction Planning Coordinator	135		8.00	8/17/22	12 Mos	Bond Department
5377	Paraeducator General Ed	60		5.80	8/1/22	10 Mos	Township
5378	Paraeducator General Ed	60		5.80	8/1/22	10 Mos	Katherine
5380	Paraeducator I, Special Ed	65		5.80	8/1/22	10 Mos	Garden Grove
5381	Paraeducator I, Special Ed	65		6.00	8/1/22	10 Mos	Hillside

	2020/21: PERS covered positions, use: 33.81% non-PERS, use 10.9%					2021/22 SY			
	<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>FROM HOURS</u>	<u>TO HOURS</u>	<u>EFFECTIVE DATE</u>	<u>TYPE OF APPOINTMENT</u>	<u>COMMENTS</u>	<u>FISCAL YR. IMPACT</u>	<u>ANNUAL EXPENSE</u>
<u>NEW POSITION</u>									
5354	Paraeducator	60		5.80	7/1/22	10 Mos	Wood Ranch	\$51,586.93	\$51,586.93
5366	Paraeducator I, Special Ed.	65		5.75	7/1/22	10 Mos	SSE	\$52,644.47	\$52,644.47
5367	Paraeducator I, Special Ed.	65		6.00	7/1/22	10 Mos	RHS	\$53,957.45	\$53,957.45
5368	Paraeducator I, Special Ed.	65		3.00	7/1/22	10 Mos	RHS	\$13,058.14	\$13,058.14
5370	Paraeducator I, Special Ed.	65		5.80	7/1/22	10 Mos	Sycamore	\$52,907.07	\$52,907.07
5371	Cosmetology School Assistant	54		3.20	8/17/22	10 Mos	SICE	\$12,602.14	\$12,602.14
5376	Construction Planning Coordinator	135		8.00	8/17/22	12 Mos	Bond	\$117,589.22	\$132,905.73
5377	Paraeducator	60		5.80	8/1/22	10 Mos	Township	\$49,716.43	\$51,586.93
5378	Paraeducator	60		5.80	8/1/22	10 Mos	Katherine	\$49,716.43	\$51,586.93
5380	Paraeducator I, Special Ed.	65		5.80	8/1/22	10 Mos	Garden Grove	\$51,036.57	\$52,907.07
5381	Paraeducator I, Special Ed.	65		6.00	8/1/22	10 Mos	Hillside	\$52,086.95	\$53,957.45
	Custodian	69		2.00	8/17/22	12 Mos	Katherine	\$10,180.75	\$11,712.37
	Campus Supervisor	CS		NTE 8	8/10/22-2/10/22	LT	RHS	\$15,511.10	\$0.00
	Campus Supervisor	CS		NTE 8	8/2/22-8/5/22	LT	RHS	\$553.97	\$0.00
	Campus Supervisor	CS		NTE 8	8/2/22-8/5/22	LT	RHS	\$553.97	\$0.00
	Campus Supervisor	CS		NTE 8	8/2/22-8/5/22	LT	RHS	\$553.97	\$0.00
	Campus Supervisor	CS		NTE 8	8/2/22-8/5/22	LT	RHS	\$553.97	\$0.00



**TITLE: APPROVAL TO PURCHASE SECURE BIDDERS E-BIDDING
SOFTWARE AND SERVICE THROUGH MEASURE X FUNDING**

Business & Facilities
Consent #6

August 16, 2022
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Public Contract Code section 20111 states that any contract for a public project (construction) involving an expenditure of fifteen thousand dollars (\$15,000) or more be let to the lowest responsible bidder. As a CUPCCAA district, Public Contract Code 22032 provides alternate bid limits associated with public projects. Under CUPCCAA, public projects greater than sixty thousand dollars (\$60,000) and no more than two hundred thousand dollars (\$200,000) may be let by informal bidding procedures, while public projects greater than two hundred thousand dollars (\$200,000) be let by formal bidding procedures. In either case, informal or formal, sealed bids are required.

Third party e-bidding portals provide a secure solution allowing the District to accept sealed electronic bids versus hard copy bids sent via USPS, FedEx, UPS, hand-delivery, etc... Bidders electronically submit their bids to the portal, while District access to the bids is available only after the published bid date and time have passed. Staff believes e-bidding is more convenient for bidders and will result in receiving more competitive bids. In addition to public projects, e-bidding is also applicable to the purchase of equipment, materials, supplies, services, and repair.

Provider	Summary
Planet Bids	Platform requires bidders to register and create a user profile prior to allowing access to bid documents.
Secure Bidders	Platform allows bidder access to bid documents without having to register and create a user profile. Staff believes this is more favorable to bidders and will result in receiving more competitive bids.

Both the Bond Program Manager and the Director of Purchasing believe that Secure Bidders is the most favorable e-bidding platform for the District, as noted in the table above.

On a motion # 13 by Trustee LoBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, the purchase of Secure Bidders e-bidding software and service.

Ayes: Subran
LoBelle Noes: 0 Absent: Smolten Abstained: 0
Bagdasaryan
Blough

**TITLE: APPROVAL TO PURCHASE SECURE BIDDERS E-BIDDING
SOFTWARE AND SERVICE THROUGH MEASURE X FUNDING**

Business & Facilities
Consent #6

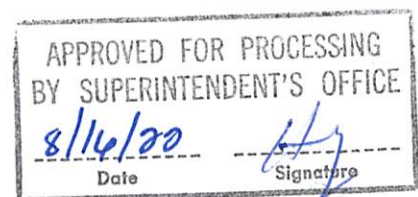
August 16, 2022
Page 2 of 2

Fiscal Analysis

The annual fee for the Secure Bidders software and service is two thousand five hundred dollars (\$2,500.00) and a one-time implementation fee of two thousand five hundred dollars (\$2,500.00). With the purchase, the District will receive the second year at no charge. The expenditure will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education approve the purchase of Secure Bidders e-bidding software and service.



TITLE: AUTHORIZATION TO AWARD PROJECT #SIMI VALLEY HIGH SCHOOL QUAD LANDSCAPE IMPROVEMENTS, B22LS383

Business & Facilities
Consent #10

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

On January 18, 2022, the Board of Education approved award of Simi Valley High School Main Quad Phase I Landscape Improvements, B21RM364 to Neff Construction for the projects at Simi Valley High School.

Neff Construction has provided a proposal for Project #B22LS383, Simi Valley High School Main Quad Phase I Landscape Improvements, attached as "Exhibit A". Monetary amounts are detailed below.

Additional information is available in the Bond Management Office.

Fiscal Analysis

\$ 4,205,732.00	Guaranteed Maximum Price (GMP)
\$ 420,573.00	District Contingency
\$ 2,103.00	Financing Cost
\$ 4,628,408.00	Total Contract Amount, Not to Exceed

The total amount of this project will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Project # B22LS383, Simi Valley High School Main Quad Phase I Landscape Improvements, to Neff Construction in the amount of \$4,628,408.00.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Simi Valley High School Main Quad Phase I Landscape Improvements to Neff Construction.

AYES: Subram
LaBelle NOES: 0 Absent: Smolton Abstained: 0
Bagdasaryan
Blough

EXHIBIT B(REV)
Simi Valley H.S.- Mod.- Classroom Renovations Phs. 1- QUADS B, D, & K
GMP: Project 0583-02

CATEGORY	CONTRACTOR	BID	Notes
00 -DEMO & ABATEMENT	T3 Contractors Corp	\$347,000	
07 - GYPSUM & PLASTER	Caston, Inc.	\$228,585	
11 - GLASS & GLAZING	Velocity Glazing, Inc.	\$352,318	
13 - ACOUSTICAL	Southcoast Acoustical Interiors, Inc.	\$114,320	
14 - FLOORING	Donald M. Hoover Co.	\$47,870	
15 - PAINTING	C.T. Georgiou Painting Co.	\$235,000	
16 - SPECIALTIES	Inland Building Construction Comp.	\$961,800	

TOTAL TRADE COSTING:	\$2,286,893	
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GENERAL CONDITIONS- Exhibit B1	\$445,710	15 Months (6/22 to 9/23) **
LLB FEE: 3.5%	\$80,041	3.5%- Sum of Trades only
PRECONSTRUCTION SERVICES:	\$0	Included within Master CSA
E&O Contingency	\$0	Per District carry 0%
Builders Risk Insurance	\$0	By District
FF&E Not to Exceed Allowance- ABC Moving	\$297,000	ABC Movers- T&M- 50 Classrooms
Construction Contingency	\$160,083	7% trade cost
Unforeseen Allowance	\$0	Per District carry 0%
Builders Risk Deductible	\$0	Per District carry 0
Bonds & Insurance	\$65,395	Estimated at 2%

TOTAL GMP	\$3,335,122.00	
------------------	-----------------------	--

****- General Conditions reduced to reflect the savings from the concurrent Quad Renovation Project**

Financing	\$1,668.00	1.00%
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District Contingency	\$333,679	
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TOTAL GMP w/ District Contingency	\$3,670,469	
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EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use

Master Construction Agreement No. Date of Revised Execution 8/15/22, Revised Execution 8/15/22

Project Name: SIMI VALLEY HS CLASSROOM RENOVATIONS

Project Number: B22LS377

Project Description: Classroom Renovations for Quad D, Buildings No.: 6, 7, & 8

Quad K Buildings No.: 10, 11, & 12; Quad B Buildings No.: 3, 4, & 5

Site Description: Simi Valley High School
 5400 Cochran St.
 Simi Valley, CA 93063

Scope of Work/Construction Documents: Project Manual, Drawings, Hazardous Materials Report, Construction Services Agreement, Master Site Lease Agreement, and Master Sublease Agreement

DSA Application Number: N/A

DSA File Number: N/A

Company Name	NEFF CONSTRUCTION INC.
Representative	Tom Wertanen, Senior Project Developer Name and Title tomw@neffcon.com Email Address 909-947-3768 Phone
Contract Signatories (only one is required)	(1) Edward C. Mierau, President Name and Title ed@neffcon.com Email Address 909-947-3768 Phone (2) _____ Name and Title _____ Email Address _____ Phone
Mailing Address	1701 South Bon View Avenue Address Ontario, CA 91761 City, State, Zip Code
California Contractor License	790576 Number B Classifications 1/31/23 Expiration Date

Acknowledgement of Addenda	(by Addendum Number): none N/A
----------------------------	--------------------------------

Section 3.5	Contract Time is completion by	September 26, 2023
Section 3.6	Liquidated Damages for overstaying lease (Art. 18) is	\$500.00 per calendar day

Section 3.7.1	Construction Contingency (within GMP) is	\$160,083	
Section 3.7.2	Errors and Omissions Contingency (within GMP) is	ZERO	
Section 3.9	The Contractor's fee (percentage) for this Project (within GMP) is	3.5%	
Section 3.7	TOTAL Guaranteed Maximum Price (GMP) (Art. 5) is		\$3,335,122
Section 3.8	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.8.1	District's Contingency (Art. 8) is <i>District Contingency is carried outside of the GMP.</i>	\$333,679	
Section 3.8.2	Unforeseen Allowance is <i>Unforeseen Allowance is carried outside of the GMP.</i>	ZERO	
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>	\$1668.00	
	TOTAL PROJECT COST = Total GMP + District's Contingency + Unforeseen Allowance + Sublease Finance Charge		\$3,670,469

For **Sublease Finance Payment**, see Master Sublease Agreement Exhibit C

Proposal Submitted By:

Ed Mierau
(Signature)

Edward C. Mierau
(Printed Name)

June 20, 2022
(Date)

For Use ONLY UPON AWARD OF PROJECT by District's Board of Education

CONTRACTOR:

Neff Construction, Inc.
(Company Name)

Ed Mierau
(Signature)

Edward C. Mierau
(Printed Name)

President
(Title)

Date: 8/17/2022 | 2:28 PM PDT

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

R. J. Todo
(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date: 8/17/2022 | 4:07 PM PDT

Certificate Of Completion

Envelope Id: 3F84622ABFB643A5A402171447C6CCB0

Status: Completed

Subject: Please DocuSign: SVHS Classroom Renovation Exhibit B & Z Revisions.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Enveloped Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

8/15/2022 10:39:40 AM

bondcontracts@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**

Ed Mierau



Sent: 8/15/2022 10:51:46 AM

ed@neffcon.com

Viewed: 8/17/2022 2:28:33 PM

President

Signed: 8/17/2022 2:28:47 PM

Neff Construction

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 24.43.59.170

Electronic Record and Signature Disclosure:

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Ron Todo



Sent: 8/17/2022 2:28:48 PM

ron.todo@simivalleyusd.org

Viewed: 8/17/2022 4:07:36 PM

Associate Supt. Bus & Fac.

Signed: 8/17/2022 4:07:58 PM

Simi Valley Unified School District - Facilities

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Security Level: Email, Account Authentication
(None)

Using IP Address: 207.157.143.41

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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8/17/2022 4:07:36 PM

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Completed	Security Checked	8/17/2022 4:07:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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

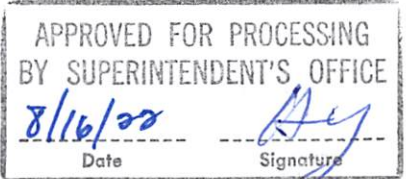
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 APPROVAL OF AGREEMENT NO. 001836-374-F
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND tBP
ARCHITECTURE FOR ONGOING ARCHITECTURAL SERVICES FOR
PROJECTS THROUGHOUT THE DISTRICT**

Business & Facilities
Consent #14

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the District. tBP Architecture is on the approved list and can provide these services.

The attached agreement is the master agreement for architectural services for projects throughout the District.

Fiscal Analysis

The Ongoing Architectural Services Agreement 001836-374-F (Exhibit "A") is a no-cost master services agreement establishing the terms and conditions applicable to each project assignment.

Recommendation

It is recommended that the Board of Education approve the tBP Architecture agreement 001836-374-F.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan
and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote,
Agreement No. 001836-374-F with tBP Architecture.

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

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

tBP Architecture

#001836—374-F

June 20, 2022

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EXHIBIT "D" – PAYMENT SCHEDULE **D-1**

EXHIBIT "E" – INSURANCE REQUIREMENTS **E-1**

EXHIBIT "F" – SCOPE OF WORK **F-1**

EXHIBIT "G" – CERTIFICATIONS/DECLARATIONS **G-1**

EXHIBIT "H" – SAMPLE PROJECT ASSIGNMENT AMENDMENT **H-1**

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made as of June 20, 2022, between the **Simi Valley Unified School District**, a California public school district, ("District") and **tBP Architecture** ("Architect") (collectively "Parties").

WHEREAS, the District desires to obtain architectural services for the planning, design and construction of various school facility projects throughout the District, including, but not limited to, modernization, new construction, field improvements, new portable flex classroom buildings, etc.;

WHEREAS, the District has fully not developed all required projects, and therefore, as each project becomes defined, the Parties agree this Agreement will be supplemented from time to time with individual "Project Assignment Amendment(s)" which will supplement this Agreement and which will particularize and more fully describe tasks and/or services to be performed pursuant to the terms of this Agreement; provided that, the Architect's services shall, in each instance in which the Architect is assigned a task or project under any such Project Assignment Amendment, continue to be governed by the terms of this Agreement in addition to the specific additional tasks and requirements set forth in the subsequent Project Assignment Amendment;

WHEREAS, the Parties agree that the written Project Assignment Amendments shall reference this Agreement, as well as identify the "Project" that is being incorporated into this Agreement by referencing the name of the improvement, location, scope of work, Architect's project number, and basis of compensation. The form Project Assignment Amendment form is attached hereto as **Exhibit "H"**;

WHEREAS, the Architect shall provide to the District, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each Project and any other tasks/projects assigned to the Architect as further described in the various Project Assignment Amendments to this Agreement;

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any subsequent Projects covered by a Project Assignment Amendment unless specifically noted otherwise in the Project Assignment Amendment;

WHEREAS, the Parties agree that the terms of this Agreement shall be controlling in the event of a conflict or inconsistency between the terms of any Project Assignment Amendment with the terms set forth in this Agreement; and

WHEREAS, the Architect understands and agrees that the execution of this Agreement by the Parties does not require the District to award any specific Projects, tasks, or work to the Architect.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

- 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
- 1.1.3. **As-Built Drawings ("As-Built")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
- 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
- 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the construction costs.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Simi Valley Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.

- 1.1.14. **Extra Services:** District-authorized services outside of the scope in **Exhibit "A", Exhibit "B", and/or Exhibit "H"**.
- 1.1.15. **Laboratory of Record:** The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project:** The specific work and scope of services set forth in a written Project Assignment Amendment which shall reference this Agreement.
- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable observation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with the execution of a written Project Assignment Amendment (see **Exhibit "H"** for sample) and upon receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

- 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
 - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - 2.4.2.2. Construction sites where:
 - 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or
 - 2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
- 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, acoustical engineers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety

Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:
 - 2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.2.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals, as applicable.
 - 2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.2.4. Form DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.2.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design, if applicable.
 - 2.7.2.6. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 2.7.1.6.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
 - 2.7.2.7. Form DSA PR 13-02, Project Certification Process.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, in accordance with the standard of care ordinarily provided by architects practicing under the same or similar circumstances. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility to promptly correct any known or discovered of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI

responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
- 2.14. The District has contracted for the use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District). Notwithstanding anything to the contrary in this Agreement, the Architect and all Architect Consultants shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Architect's and Architect Consultants' representatives to use the District's Procore Software account, the Architect shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Architect and each Architect Consultant shall designate representatives for purposes of the Procore Software

who have knowledge and experience with respect to use of construction management software.

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Gary Moon

Project Director: Willis Fisher

Project Architect(s): To Be Determined Per Project, as Required

Project Manager: To Be Determined Per Project, as Required

Other: To Be Determined Per Project, as Required

Major Consultants:

Electrical: To Be Determined Per Project, as Required

Mechanical: To Be Determined Per Project, as Required

Structural: To Be Determined Per Project, as Required

Civil: To Be Determined Per Project, as Required

Acoustical: To Be Determined Per Project, as Required

Other: To Be Determined Per Project, as Required

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** and any Project Assignment Amendment so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
- 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
- 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

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Article 6. Fee and Method of Payment

6.1. For each Project Assignment Agreement under this Agreement, the District shall pay Architect a Fee ("Fee"), which Fee shall be negotiated and/or calculated based on one of the following methods as specified by the District:

- a. An amount not to exceed;
- b. A fixed fee, plus 4% for reimbursable costs;
- c. Hourly, with an amount not to exceed, based on the rates set forth in **Exhibit "D"**; or
- d. According to the Office of Public School Construction sliding scale.

New Construction

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of project computed cost. (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$240,000.00)
6. Five percent (5%) of the project computed cost, in excess of ten million dollars (\$10,000,000.00).

Reconstruction/Modernization

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of project computed cost. (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$400,000.00)

5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$360,000.00)
6. Five percent (5%) of the project computed cost in excess of ten million dollars (\$10,000,000.00).

Once the Final Fee has been calculated, the Final Fee shall not be adjusted except for additive changes to the project approved by the District in writing not resulting or related to the negligence of the Architect. Any portions of the project that are deleted or removed shall result in the Final Fee being adjusted as agreed upon by the parties.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been completed, pursuant to the terms set forth in this Agreement. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD, Revit, Bluebeam or other). Architect shall deliver to District, on request, compact disc or USB format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format and .PDF. The District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or format it was created in, or all, of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. One (1) set of electronic files in .PDF format of drawings and specifications that are part of the contract documents.
 - 8.5.5. One (1) set of electronic files in Word format of all specifications that are part of the contract documents.
 - 8.5.6. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.7. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and

against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that unauthorized change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants. The District, however, may use the Architect's plans and documents or any Instruments of Service as reference documents for the purposes of additions, alignments, or other development on the Project site.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's negligent actions errors, or omissions that caused the District to terminate the Agreement.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed, pursuant to this Agreement until the District's notice of termination. In addition, Architect will be reimbursed for reasonable termination costs through the payment of 3% of the sum due the Architect under this paragraph through 50% completion of the Architect's services of the current Project being performed pursuant to a Project Assignment Amendment, and if 50% completion is reached, payment of 3% of the unpaid balance of the fee for the current Project being performed pursuant to a Project Assignment Amendment to the Architect as termination costs. This 3% payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is deemed adequate consideration for entry into this termination for convenience clause.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation may be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

- 9.5. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement or any Project Assignment Amendment, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, Architect agrees to continue the work for any Project diligently to completion. If the dispute is not resolved, Architect agrees it will neither rescind this Agreement or any Project Assignment Amendment nor stop the progress of the work, but Architect's remedy shall be to follow the Alternative Dispute Resolution process set forth in Article 20. District and Architect further agree that any withholding of Architect's payment shall be limited to 20%, per dispute, of the Architect's entire fee for this Agreement or any Project Assignment Amendment.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, and trustees ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, except for liability or Claims resulting from the sole or active negligence, or willful misconduct of the Indemnified Parties. Architect shall also, to the fullest extent permitted by California law, reimburse the Indemnified Parties, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, proportionate to the percentage of Architect's fault as determined by a court. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity here proportionate to the percentage of fault attributable to the Architect's negligence, recklessness, or willful misconduct as determined by a court. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

During the entire term of this Agreement, the Architect, its Consultants, and their employees shall fully comply with the provisions of Education Code section 45125.1 unless specifically waived in writing by the District.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefor, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the plans and specifications prepared by the Architect shall include and incorporate all work required and recommended by the District's consultant as it relates to hazardous materials.
- 12.4. The District shall be responsible for state and local agency permit fees.
- 12.5. At Architect's request, the District shall provide the necessary tests, such as structural, mechanical, chemical, air and water pollution and hazardous materials tests when required by law or authorities having jurisdiction over the Project, to the best of the District's ability.
- 12.6. The District shall provide the Inspector of Record, as applicable.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of

Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.
- 20.2. Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the

Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies

that it will comply with those provisions before commencing the performance of the Services of this Agreement.

- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
ATTN: Lori Rubenstein,
Bond Program Manager
(661) 294-5300
lori.rubenstein@simivalleyusd.org

Architect:

tBP Architecture
ADDRESS: 4611 Teller Avenue
Newport Beach, CA 92660
ATTN: Gary Moon
PHONE: 949-673-0300
EMAIL: gmoon@tbparchitecture.com

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for

its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.

- 29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Article 30. Exhibits "A" through "H" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

tBP Architecture

Date: 7/18/2022 | 8:23 AM PDT, 2022

Date: 7/15/2022 | 10:40 AM PDT, 2022

By: RJ

By: Gary Moon

Print Name: Ron Todo

Print Name: Gary Moon

Title: Associate Superintendent
Business and Facilities

Title: CEO/Design Principal

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, _____, am the
 _____ of
 (Print Name) [SimiEDU45125-1] (Title)

_____. I declare, state, and certify all of the
 following:
 (Entity)

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 provides methods to ensure pupil safety, among which, includes the following:

CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].

The District requires Entity to be able to comply with the above. As such, Entity shall ensure District that Entity has a **California Department of Justice issued ORI number** under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions.** Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's DOJ ➡ ⬅ **If your entity does not have an ORI #, STOP**

As an alternative to Entity having an ORI number, the District may allow Entity'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 1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment 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 shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment 1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity 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.
6. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment 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 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 shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity'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 is performing work. If Entity 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 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 has remedied the issues which may lead to

Unsupervised Contact with students.

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

Executed at _____ this ____ day of _____, 20____.
(City and State) [SimiEDU45125-1b]

(Signature) (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT 1

[SimiEDU45125-2]

The fingerprints of each person identified below, providing CONTINUAL supervision and monitoring of ALL of Entity’s staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the Entity’s California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

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

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
 (Print Name) [SimiGOV8350] (Title)

 (Architect)

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

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

EXHIBIT "A"

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20____.

(City and State)

(Signature)

(Printed or Typed Name)

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am

(Typed or Printed Name)

[SimiPCC7106]

the _____ of _____, the party submitting

(Title)

(Architect)

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

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

Executed this ____ day of _____, 20__ at _____.

(City, County and State)

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

(Signature)_____
(Name Printed or Typed)



Rules of Conduct

Project:

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**
2. Professional and courteous behavior is expected and will be used at all times.
3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
4. The use of profanity and/or disparaging language will not be tolerated.
5. All contractors, subcontractors, architects, engineers or consultants **will be required to wear a badge issued by their company as a** means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
6. All contractors and subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.
 - b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the

District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.
8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.
10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.
11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
 - a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.
 - b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
 - c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.
12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, and fax machine. At no time are the Owner's communication systems to be used.
13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

Authorized Signature

[SimiROC]

Title

Print Name

Date

Company

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

_____ ("Architect") includes the following provisions:
[SimiLAB6400]

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

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

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Certificate Of Completion

Envelope Id: 846EEFD7A70F4FD2BD8EBDDDB467998A8

Status: Completed

Subject: Please DocuSign: TbP Agreement for Architectural Services - Addendum 2.pdf

Source Envelope:

Document Pages: 35

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Envelopeld Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

6/29/2022 8:59:06 AM

bondcontracts@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

Using IP Address: 70.181.76.169

Signed using mobile

Sent: 6/29/2022 9:08:28 AM

Resent: 7/12/2022 10:24:39 AM

Viewed: 7/15/2022 10:39:49 AM

Signed: 7/15/2022 10:40:01 AM

Electronic Record and Signature Disclosure:

Accepted: 7/15/2022 10:39:49 AM

ID: df9e4e2a-61ca-4bf1-81b2-3d2f496618b7

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

Sent: 7/15/2022 10:40:02 AM

Viewed: 7/15/2022 11:08:12 AM

Signed: 7/18/2022 8:23:46 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

6/29/2022 9:08:28 AM

Certified Delivered

Security Checked

7/15/2022 11:08:12 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/18/2022 8:23:46 AM
Completed	Security Checked	7/18/2022 8:23:46 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:

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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

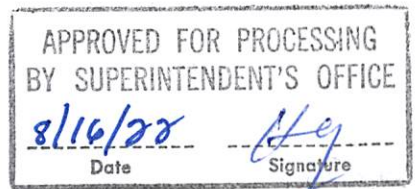
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 AGREEMENT NO. R22-04600 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND tBP ARCHITECTURE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CLASSROOM RENOVATION AT BERYLWOOD ELEMENTARY SCHOOL

Business & Facilities
Consent #15

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

tBP Architecture will provide architectural and engineering services for the design development through construction administration and project closeout, for the classroom renovation of the kindergarten classrooms K-1, K-2 and K-3. The project includes but is not limited to floor plans, elevations, casework drawings, plumbing drawings.

Fiscal Analysis

The Contract Price for the Assigned Project will be an hourly, not-to-exceed fee. See Exhibit A.

Architect Fee:	\$12,755.00	
Reimbursable	\$ 1,000.00	
Total Contract	\$13,755.00	Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approve the tBP Architecture agreement R22-04600.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. R22-04600 with tBP Architecture.

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

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R22-04600
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #001836-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and TBP Architecture ("Architect") as of *June 20, 2022*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect;

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

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: Design development through construction administration and project closeout, for the classroom renovation of the kindergarten classrooms K-1, K-2 and K-3. The project includes but not limited to floor plans, elevations, casework drawings, plumbing drawings
2. **Assigned Project Construction Budget.** N/A
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Design Development
Construction Documents
Bidding
Construction
Close Out

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

Design Disciplines; Plumbing Engineering Design Consultants – tBP to propose as required
--

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

Basic Services Phases	Completion Date
Design Development	July 15, 2022
Construction Documents	August 31, 2022
Bidding	To Be Determined
Construction	To Be Determined
DSA Close Out	To Be Determined

5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be a hourly not to exceed of **Twelve Thousand, Seven Hundred Fifty Five Dollars (\$12,755.00)**. See Exhibit A – For Fee Only. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

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

Reimbursables will be a Not – To – Exceed \$1,000.00

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

[SIGNATURES ON THE FOLLOWING PAGE]



Exhibit A - Fee Only

June 15, 2022

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

ATTN: Ms. Malihe Shokouhi, Project Manager

Re: **Kindergarten Classroom Upgrades**
Berylwood Elementary School

Dear Malihe,

Thank you for the opportunity to provide this proposal for Architectural Design Services to renovate the existing Kindergarten Classrooms at Berylwood Elementary School. Based on our June 8th job walk, we understand this project to consist of the following:

1. Provide demolition and remodel floor plans to remove and replace the existing sinks, base cabinets and associated casework in kindergarten classrooms K-1, K-2, and K-3.
2. Provide casework details.
3. Provide specifications for new casework and plumbing.

Scope of Services:

1. Design Development
2. Construction Documents
3. Bid Assistance
4. Construction Administration (2-site visits).
5. Professional Design Services include Plumbing Engineering.

Compensation:

Our fee for the above work is a Lump Sum fee of \$12,755.00.

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.

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.: TBD

Location: Berylwood Elementary School

Scope of Work: As outlined in the proposal letter dated June 15, 2022

Fee: Fixed fee of \$12,755.00

Additional Services: Additional services will be provided as mutually agreed.

Client:
Simi Valley USD

Architect:
tBP/Architecture, Inc.



By: _____
Authorized Representative

By:  _____
Gary Moon, CEO

Date: _____

Date: June 15, 2022

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: <u></u> 7/18/2022 8:24 AM PDT Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u>	Architect tBP Architecture By: <u></u> 7/15/2022 12:10 PM PDT Name: <u>Gary Moon</u> Title: <u>CEO/Design Principal</u>
--	---

DRUG-FREE WORKPLACE CERTIFICATION

I, Gary Moon, am the CEO of
 (Print Name) [SimiGOV8350] (Title)
tBP/ Architecture
 (Contractor Name)

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

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

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

7/15/2022 | 12:10 PM PDT

Executed at Newport Beach, California this ____ day of _____, 20____.
 (City and State)

Gary Moon
 (Signature)

Gary Moon
 (Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

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

tBP/ Architecture ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 7/15/2022 | 12:10 PM PDT

Contractor: tBP/ Architecture

Signature: Gary Moon
Gary Moon

Print Name: _____

Title: CEO

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Gary Moon the CEO of
(Name) [SimiLAB3700] (Title)

tBP/ Architecture, declare, state and certify that:
(Contractor Name)

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

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

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

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

tBP/ Architecture
(Contractor Name)

By Gary Moon
(Signature)

Gary Moon
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Gary Moon, am the CEO of
 (Print Name) [SimiEDU45125-1] (Title)

tBP/ Architecture. I declare, state, and certify all of the following:
 (Entity)

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts. As such, I understand that **any employee who interacts with students outside of the immediate supervision and control of the pupil's parent or guardian or a school district employee** has a valid criminal records summary as described in Education Code §44237, and has not been convicted of a felony as described in Education Code §45122.1.

Entity shall ensure District that Entity has a California Department of Justice issued ORI number under which Entity's employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's DOJ issued
ORI Number



AL345



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 having an ORI number, the District may allow Entity'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 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; 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 shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity 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.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. 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 shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity'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 is performing work.

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 Newport Beach, California this 7/15/2022 | 12:10 PM PDT
 (City and State) [SimiEDU45125-1b] , 2022.

Gary Moon
 (Signature)

Gary Moon

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; 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.

Gary Moon

Hung Cheng

willis Fisher

Moonhoon Huang

Jonathon Alcantara

Certificate Of Completion

Envelope Id: 32CB3728B4A0441A8F2E67FA797A1BE4

Status: Completed

Subject: Please DocuSign: R22-04600 Berylwood - PAA to Agreement for Architectural.pdf

Source Envelope:

Document Pages: 10

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Enveloped Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/12/2022 10:15:23 AM

bondcontracts@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

tBP/ Architecture

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 70.181.76.169

Sent: 7/12/2022 10:23:06 AM

Resent: 7/15/2022 11:47:28 AM

Viewed: 7/15/2022 11:50:18 AM

Signed: 7/15/2022 12:10:41 PM

Electronic Record and Signature Disclosure:

Accepted: 7/15/2022 11:50:18 AM

ID: d6cb723c-56db-4ed9-bff4-4470c85fb2d3

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

Sent: 7/15/2022 12:10:42 PM

Viewed: 7/18/2022 8:23:54 AM

Signed: 7/18/2022 8:24:52 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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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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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

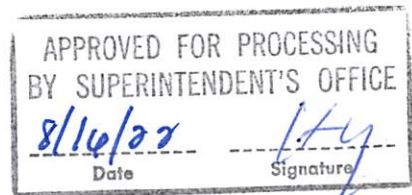
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 AGREEMENT NO. R23-00601 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CAPITAL ENGINEERING CONSULTANTS, INC. PROFESSIONAL SERVICES FOR THE NEW 10 CLASSROOM BUILDING COMPLEX AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #16

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

The Commissioning agent will provide the commissioning services for the New 10 Classroom Building Complex at Royal High School

Recommend award to Capital Engineering Consultants, Inc.

Fiscal Analysis

Consultant's fee is estimated at \$41,280.00. See attachment A.

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for Capital Engineering Consultants, Inc. for the professional services for the New 10 Classroom Building Complex at Royal HS.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement R23-00601 with the firm of Capital Engineering Consultants, Inc

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
R23-00601**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16 day of August, 2022 by and between the Simi Valley Unified School District, ("District") and Capital Engineering Consultant, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide commissioning services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on August 16, 2022 and will diligently perform as required and project is certified with Division of the State Architect (DSA), unless this Agreement is terminated and/or otherwise cancelled prior to that time. The estimated completion date of the project is September 2024.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty-One Thousand, Two Hundred and Eighty Dollars (\$41,280.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
 - 4.3. District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Written authorization must be obtained in advance.

- 5.1. Travel Expenses, more than 100 miles from District Office;
 - 5.2. Prints or plans or specifications made for DSA;
 - 5.3. Consultant's reimbursables, with written advance authorization;
 - 5.4. Renderings, presentation boards or photographs; and
 - 5.5. Meetings with Cities, planning officials, State Allocation Board, other public agencies, and/or Community meetings.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Construction.** The construction phases have not been determined. It is anticipated to be in three phases: Phase 1: Building 1, Phase 2: Building 2, Phase 3: Site work and drop off area.
9. **Performance of Services.**
- 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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

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

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

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

14. **Termination.**

- 14.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 14.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 14.2.1. material violation of this Agreement by Consultant; or
- 14.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Insurance.

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

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

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

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

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

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

District:

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

Consultant:

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

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

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

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

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

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

Dated: 7/19/2022 | 8:54 AM PDT

[SimilCA]

Simi Valley Unified School District

By:



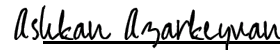
Print Name: Ron Todo

Print Title: Associate Superintendent Business & Facilities

Dated: 7/18/2022 | 6:41 PM PDT

Capital Engineering Consultants Inc.

By:



Print Name: Ashkan Azarkeyvan

Print Title: Director of Commissioning

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

____:

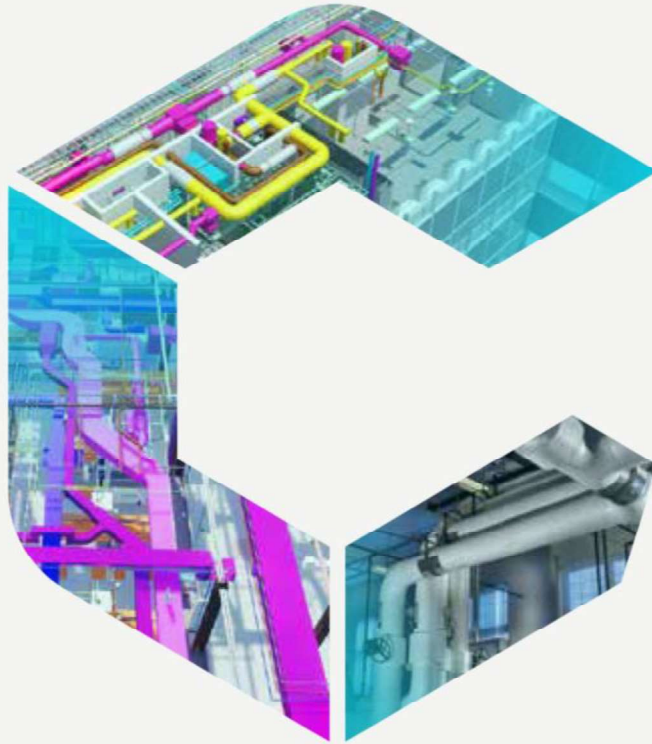
Employer Identification and/or
Social Security Number

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

**EXHIBIT “A”
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

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

Exhibit A



PROJECT NAME: ROYAL HS – NEW 10 CLASSROOM BLDG

OWNER:

Simi Vally Unified School District

PROPOSAL# 22-0306

Prepared by Ashkan Azarkeyvan

ROYAL HS – NEW 10 CLASSROOM BLDG
OP#: 22-0306
Commissioning



EXHIBIT “A”

07/14/2022
Page 1 of 13

DATE: 07/14/2022 Rev.1

Lori Rubenstein
Bond Program Manager
101 West Cochran Street,
Simi Valley, California 93065

PROJECT: ROYAL HS – NEW 10 CLASSROOM BLDG

SUBJECT: PROPOSAL FOR Title 24-2019, Part 6 Energy Code and Title 24-2019, Part 11,
CALGreen COMMISSIONING SERVICES
PROPOSAL NUMBER OP# 22-0306

Dear Lori,

Please find enclosed our detailed proposal for your kind consideration.

Capital Engineering Consultants, Inc. is excited and ready to be your teammate on this project and to continue our positive relationship with Simi Valley Unified School District.

We know that realizing a commissioning project requires a unique combination of knowledge, experience, and proven technical know-how. Capital Engineering provides specific, detailed, and knowledgeable solutions for our clients' projects that are both realistic and beyond the expected.

Capital prides itself on delivering projects on time and within budget with a level of engaging client support. Once committed to your project, the entire Capital team can be drawn upon to bring their decades of expertise and dedication to your project, no matter the size or budget. As your commissioning agent, our top priority is to provide safe, healthy, quality learning and working spaces that perform properly and optimally year-round.

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

Gratefully Yours,

A handwritten signature in black ink, appearing to read 'A. Azarkeyvan', with a stylized flourish at the end.

Ashkan Azarkeyvan, P.E., CxA, LEED AP

Senior Associate, Commissioning Director
Capital Engineering Consultants, Inc.
azarkeyvan@capital-engineering.com
916-851-3520

ROYAL HS – NEW 10 CLASSROOM BLDG
OP#: 22-0306
Commissioning



07/14/2022
Page 2 of 13

A. Project Description: The project is located at 1402 Royal Ave, Simi Valley, CA 93065. The building area will be approximately 10,000 S.F. (Assumed a single building with single construction phase)

1. Project sustainability goals: UnKnown
2. Estimated construction costs: Unknown
3. Schedule / Duration:
Below is a summary of the design and construction schedule and durations per the data provided, used in part, to develop our Commissioning fees:

The project is currently in schematic design phase, with DSA submittal targeted for 12/31/2022. The target completion date for the construction phase is August 2022

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

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

4. Certification and Green Programs:

The project isn't pursuing any sustainability or green program certifications

B. Assumptions:

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

C. Scope of Services:

1. Applicable Code, Standards, and Green Programs
 - a. 2022 Title-24 Part 6 California Energy Code Section 120.8
 - b. 2022 Title-24 Part 11 California Green Building Standards Code Section 5.410.2
2. Commissioned Systems
 - a. HVAC and Related Controls
 - b. Lighting Controls as applicable to Title-24 2022

ROYAL HS – NEW 10 CLASSROOM BLDG
OP#: 22-0306
Commissioning



07/14/2022
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- c. Domestic Hot Water System
 - d. Irrigation Controls
 - e. Photovoltaic and Battery Storage
3. Sampling strategy during the functional tests per the list below:
- a. 50% HVAC and Related Controls
 - b. 50% Lighting Controls as applicable to Title-24 2019
 - c. 100% Domestic Hot Water System
 - d. 25% Irrigation Controls
 - e. 25% Photovoltaic and Battery Storage
4. Summary of major activities provided in this fee proposal:
- a. Design Phase
 - 1) As needed Virtual Team meetings during the Design phase.
 - 2) No In-Person Team meetings during the Design phase.
 - b. Construction Phase
 - 1) As needed Virtual Commissioning Coordination meetings during the construction phase.
 - 2) Two In-Person Commissioning Coordination meetings during the construction phase. (Additional meetings due to contractor's failure in meeting the project time-line or failed commissioning activities, shall be the responsibility of the contractor)
 - 3) One review and one back-check of commissioned systems' submittals packaged and transmitted as per the specifications.
 - 4) Up to Two Installation Verification Field Investigations combined with the on-site meetings. (Limited to One person-days)
 - 5) No TAB Sample verification / Startup Witnessing / Duct leakage Testing / Piping Pressure testing site visits.
 - 6) Two Training witnessing site visits. (Limited to One person-days)
 - 7) Up to Three Functional Testing site visits. (Limited to Three person-days)
 - 8) Up to One Issues Back-check site visits. (Limited to Half person-day) (Additional Back-check site visits due to contractor's failed

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commissioning activities, shall be the responsibility of the contractor)

- 9) One Trend review analysis of 2 weeks data is included.
- c. Post Occupancy Phase
 - 1) Not Applicable
5. Title-24 Code Required Commissioning:
 - a. Design Phase
 - 1) OPR (Owner's Project Requirements) Review: Review the OPR provided by the owner or owner's representative.
 - 2) BOD (Basis of Design) Review: Review the BODs written for commissioned systems by the design professionals.
 - 3) Completion of the Title-24 Commissioning Form: Design professionals are assumed to document wherein their construction documents their design shows compliance with NRCC-CXR-E form requirements.
 - 4) Kick-off meeting: Commissioning Authority (CxA) will lead the required Cx kick-off meeting. Attendance by the owner or owner's representative and design team is required.
 - 5) Design Review: CxA will engage in a design review and ensure commissioning requirements are shown in the construction documents.
 - 6) Commissioning measures shown in CDs: Review the Arch, Mechanical, Plumbing, and Electrical project specifications to confirm compliance with CA Energy and CA Green code Commissioning requirements. Provide markups or specification sections as necessary to comply with CA energy and CA Green code Commissioning requirements.
 - b. Construction Phase
 - 1) Commissioning Coordination Meetings: Attend a limited number of meetings to coordinate and lead commissioning activities with construction team members.
 - 2) Installation verification: Attend a limited number of site inspections to confirm equipment is installed per the construction drawings with maintenance access provided and equipment is ready for startup.
 - 3) Functional Testing:



- (1) Development: Write functional tests for commissioned systems and distribute them to the Commissioning team for their review and comments. Revise and finalize the test procedures accordingly.
 - (2) Witnessing: Attend functional testing of commissioned systems executed by the Contractor.
 - (3) Recording: Commissioning Agent to complete the functional test forms and maintain a commissioning issues log indicating any test failures.
 - 4) Issues Back-check: When the Commissioning Agent is notified that noted corrections have been made, CxA will back-check the corrections and update the issues log. Test and issues log will be provided to the owner.
 - 5) Operations Training: The Commissioning Agent will review the training plans provided by the Contractor.
 - 6) Systems Manual and Commissioning Report: CxA will assemble content provided by self and others as required by the code
- c. Post Occupancy Phase
- 1) Not Applicable

D. Clarifications:

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

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

1. Employment of special sub-consultants at the request of the Client.
2. Life cycle cost analyses, owning or operating cost studies, and energy effectiveness studies.
3. Partnering sessions, value engineering sessions, or review of Contractor or Construction Manager proposed cost-cutting recommendations.
4. Work involved in securing utility company rebates.

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5. Standalone data logging services and related data analysis
6. Additional time over and above the normal and customary to clarify, negotiate, or otherwise respond to unreasonable or inaccurate interpretations of the construction drawings or sequence of operation by the Contractor including circumstances where we become "caught in the middle" between the Contractor and the Designer.
7. Review of submittals beyond what is described in the Scope of Services section of this proposal.
8. Construction Phase Change orders, ACDs, RFIs, etc: Should a contractor choose to construct the project in a means different than what is indicated in the bid documents by choice and this requires modifications of the Commissioning documents or requires additional commissioning coordination or field activities, this is beyond the scope and will be considered an additional service. This includes changes in documents due to the Contractors substitution of equipment.
9. Prolonged Commissioning activities and coordination: We have based our proposal upon the schedule noted earlier. Prolonged support services for construction, if the initial construction time schedule is exceeded by more than 15% through no fault of Capital Engineering, it will result in a request for additional funding.

F. Materials and Services Furnished by Others:

1. Contractor's Responsibilities:
 - a. The commissioning Coordinator hired by the contractor is assumed to be the point of contact for the Commissioning Agent
 - b. Construction phase Title 24-2019 acceptance test execution and form completion, completed by the contractor.
 - c. Contractor shall provide the equipment startup reports, controls startup reports, Test and Balance report, Operations and Maintenance Manuals, As-built drawings, Warranty documents, and any other deliverables per the specification requirements in a timely manner per the project and commissioning schedule.
 - d. The contractor shall provide resources, tools, or temporary equipment to execute the functional tests.
 - e. The contractor is responsible to coordinate, schedule and record the training sessions per the specification requirements.
 - f. During the construction phase, the contractor will provide live access to "For construction" drawings and specifications, as well as any shop drawings or as-built drawings.
 - g. During the construction phase, the contractor will provide live access to the RFIs, ASI's, and approved COs.



2. Owner's Responsibilities
 - a. The owner is responsible for providing the OPR document
 - b. The owner will assign an individual as a point of contact
 - c. The owner will attend the meetings/field investigations as requested by the commissioning provider
 - d. During the design phase, the owner will provide live access to current design drawings and specifications.
3. Designer's Responsibilities
 - a. Provide BOD for the commissioned systems before 50%DD and update and finalize the BOD before 50%CD.
 - b. Review design phase commissioning comments and provide written response to each comment within 14 calendar days.
4. All reproduction, including drawings, specifications, and reports.

G. Compensation:

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

Design Phase	\$9,940.00
Construction Phase	\$31,340.00
Post Occupancy Phase (Not Applicable)	<u>\$0.00</u>
TOTAL	\$ 41,280.00

Add Alt#1 Each Extra half Day Site Investigation at the Client's Request	\$1,860.00
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The fee provided is valid for 90 days from the date of the proposal. If the Project begins after this time Capital may request an adjustment to the fee to reflect the extended start date.

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

All expenses are included in the Basic Services fee above.

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H. Insurance Coverage:

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

Please call should you have any questions.

Thank you for the opportunity to offer our services.

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.

**TERMS and CONDITIONS:**

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

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

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

7. **Schedule.** Capital will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The client will require its other consultants and Contractors to incorporate into their schedules reasonable periods of time for Capital to perform its services and will require that they coordinate their services with Capital's services. The client is aware that many factors outside the Capital's control may affect Capital's ability to timely perform and complete its services and the Client agrees that Capital is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.
8. **Construction Support.** Commissioning support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection services. The Client shall coordinate the Contractor's involvement in any Capital commissioning services and shall provide Capital all necessary contracts and documents to perform the same. Capital is not a Contractor and does not provide the services of a Contractor under any circumstances. Capital will not supervise, direct or have control over any Contractor's work, nor will Capital have any responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, nor will Capital be responsible for the Contractor's safety precautions and programs in connection with the work, nor will Capital be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents or applicable building or structural codes, nor will Capital be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the Contractor or its agents.
9. **Submittal Review.** Capital will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design intent and the information shown on the contract documents. Capital's review will not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Capital's review will be conducted with reasonable promptness while allowing sufficient time in Capital's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. Capital will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the Contractor, nor will Capital be required to review partial submissions or those for which submissions for correlated items have not been received.
10. **Termination for Convenience.** Either Capital or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The client will pay Capital for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination, plus an amount for the Capital's anticipated profit on the value of the services not performed by Capital. If no notice of termination is given, Capital's obligations created by this Agreement will be terminated upon completion of the services.

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

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

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**Capital Engineering Consultants, Inc.
2022 Billing Rates**

Sr. Principal	\$240.00 / hour
Principal	\$220.00 / hour
Director	\$210.00 / hour
Sr. Project Manager	\$203.00 / hour
Project Manager	\$195.00 / hour
Field Services	\$190.00 / hour
Senior Engineer	\$172.00 / hour
Engineer	\$158.00 / hour
Senior Designer	\$148.00 / hour
Designer	\$135.00 / hour
Technician / CADD	\$125.00 / hour
Intern	\$117.00 / hour
Project Administrator	\$105.00 / hour

Capital Engineering Consultants, Inc.

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

**EXHIBIT “B”
CERTIFICATIONS / DECLARATIONS**

NON-COLLUSION DECLARATION**PROJECT:** Royal Classroom**STATE OF CALIFORNIA****COUNTY OF** Ventura

I, Ashkan Azarkeyvan, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
 the Director of Commissioning of Capital Engineering Consultants Inc., the party submitting
(Title) (Bidder Name)

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

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

Executed this 7/18/2022 day of July, 2022 at Rancho Cordova, Sacramento, CA.
(City, County and State)

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

Ashkan Azarkeyvan
(Signature)
Ashkan Azarkeyvan
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

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

Capital Engineering Consultants Inc.
 (Contractor Name)

Ashkan Azarkeyvan
 (Signature)

Ashkan Azarkeyvan
 (Typed or printed name)

FINGERPRINT CERTIFICATE

I, Ashkan Azarkeyvan, am the Director of Commissioning of
 (Print Name) (SimiEDU45125-1) (Title)
Capital Engineering Consultants Inc. I declare, state, and certify all of the following:
 (Entity/Contractor Name)

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

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

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

Entity/Contractor
DOJ issued ORI #



AG221



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

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

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

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

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

Executed at Rancho Cordova, CA this 7/18/2022 day of July, 2022.
 (City and State) (SimiEDU45125-1b)

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

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

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

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

Ashkan Azarkeyvan

Ramon Ramos

Alberto De Barrena Sarobe

Eduardo Ramirez

Aaron Wintersmith

DRUG-FREE WORKPLACE CERTIFICATION

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

Capital Engineering Consultants Inc.

(Contractor Name)

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

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

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

Executed at Rancho Cordova, CA this 7/18/2022 | 6:41 PM PDT
 (City and State)

Ashkan Azarkeyvan
 (Signature)

Ashkan Azarkeyvan
 (Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

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

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

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

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

Date: 7/18/2022 | 6:41 PM PDT

Contractor: Capital Engineering Consultants Inc.

Signature: Ashkan Azarkeyvan

Print Name: Ashkan Azarkeyvan

Title: Director of Commissioning

APPENDIX - 1

EXHIBIT "A"



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

Combined Single Limit (each accident) must be at least \$1,000,000.00.

Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.

 - ADDITIONAL INSURED ENDORSEMENT "CA 20 48 10 13" or equivalent
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount. Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.). Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.). Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS

District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**

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

EXHIBIT "A"

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

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

Public Works / Contractors

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

For Travelers Companies:		AND
CG D3 81 09 07	CG D2 47 04 19	None
CG D3 81 09 15	CG D1 44 02 19	
CG D3 82 09 15	CG D2 46 04 19	
CG D1 05 04 94	CG D6 04 02 19	
CG D2 47 08 05	CG TI 00 02 19	
CG D3 61 03 05	CG T8 02 12 21	CG 20 37 10 01 or CG 20 37 07 04
CG D3 16 02 19	CG T8 03 03 22	
CG D4 17 01 12		

Certificate Of Completion

Envelope Id: 6755B8168CFE42CEAC7E1D7D2F0667CA

Status: Completed

Subject: Please DocuSign: Royal Classroom - Independent Consultant Services Agreement.pdf

Source Envelope:

Document Pages: 33

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Enveloped Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/14/2022 4:21:16 PM

bondcontracts@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**

Ashkan Azarkeyvan

aazarkeyvan@capital-engineering.com

Director of Commissioning

Capital Engineering Consultants Inc.

Security Level: Email, Account Authentication
(None)

Sent: 7/14/2022 4:38:55 PM

Viewed: 7/18/2022 6:31:59 PM

Signed: 7/18/2022 6:41:23 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.236.54.147

Electronic Record and Signature Disclosure:

Accepted: 7/18/2022 6:31:59 PM

ID: d890d70f-9d7d-4714-93a6-58e1072cac9c

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Sent: 7/18/2022 6:41:24 PM

Viewed: 7/19/2022 8:53:52 AM

Signed: 7/19/2022 8:54:24 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

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

7/14/2022 4:38:55 PM

Certified Delivered

Security Checked

7/19/2022 8:53:52 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/19/2022 8:54:24 AM
Completed	Security Checked	7/19/2022 8:54:24 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

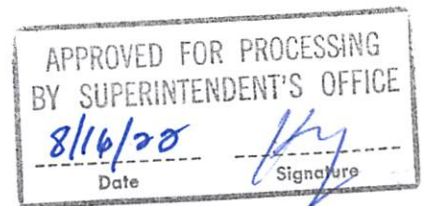
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 AMENDMENT #2 TO AGREEMENT NO. R20-03444 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KENCO CONSTRUCTION SERVICES, INC. FOR INSPECTION OF THE ROYAL HIGH SCHOOL MPR RENOVATION PROJECT

Business & Facilities
Consent #17

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Royal High School MPR Renovation Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Kenco Construction Services, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

The General Contractor has been given a time extension on the Royal High School MPR Renovation and the District has now included the MPR Plaza Courtyard into the scope of work. The project completion date has been revised to October 30, 2022, as final completion, including DSA Closeout. The MPR Plaza Courtyard time will be tracked separately under this contract.

The Division of State Architect requires inspection services through the completion. Kenco Construction Services is the Inspector of Record on the project and their services are required to be extended through the project completion. See Attachment A – Fee Only

Fiscal Analysis

\$285,120.00 Original Contract
\$115,248.00 Amendment #1
\$ 73,920.00 Amendment #2
\$474,288.00 Total Contract, paid by Measure X Funds

Recommendation

It is recommended the Board of Education approve Amendment #2 Agreement No. R20-03444 for the project inspector for the Royal High School MPR Building Renovation Project with the firm of Kenco Construction Services, Inc.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Amendment #2 Agreement Nos. R20-03444 with Kenco Construction Services, Inc. for the project inspector for the Royal High School MPR Renovation Project.

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



101 West Cochran Street, California 93065
 Phone: 805-306-4500
www.simivalleysusd.org

CONTRACT AMENDMENT

Project Name: MPR Renovation	Amendment #: 2	
Site: Royal High School	Date: 7/5/22	
To (Consultant) : Kenco Construction Services	DSA Application #: 03-118787	
Address: 4664 Romola Ave La Verne, CA 91750	Contract #: R20-03444	Contract Date: 2-19-20
	PO #: P20-03738	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

The General Contractor has been given a time extension on the Royal High School MPR Renovation and the District has now included the MPR Plaza Courtyard into the scope of work., the project completion date has been revised to October 30, 2022, as final completion, including DSA Closeout.

The MPR Plaza Courtyard time will be tracked separately under this contract.

The Division of State Architect requires inspection services through the completion. Kenco Construction Services is the Inspector of Record on the project and their services are required to be extended through the project completion. See Attachment A – Fee Only



101 West Cochran Street, California 93065

Phone: 805-306-4500

www.simivalleysusd.org

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: \$285,120.00	Original Contract Duration: 12/1/21, Through Project Closeout
Prior Contract Adjustments: \$ 115,248.00	Original Completion Date: Dec 1, 2021
Contract Sum Prior to this Amendment: \$400,368.00	Total Approve Time Extension to Date: October 30, 2022
Adjustment per this Amendment: \$73,920.00	Adjustments per this Amendment:
Revised Contract Amount: \$474,288.00	Completion Date Including This Change: Through Closeout - October 30, 2022

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.

7/15/2022 | 1:48 PM MST

Ken Hinge

Date

7/18/2022 | 8:20 AM PDT

Ron Todo, SVUSD, Associate Superintendent Business & Facilities

Date



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

DSA Cert #4922 – Class 1.

EIN #27-2782038

SOS Corp. # 3245180

EXHIBIT "A"

Attachment A - For Fee Only

*"Building Safer Schools"***Proposal Extension Request #2 for DSA Inspection.****Date:** 7-08-22**Project Client:** Simi Valley Union School District
875 Cochran St. Simi Valley, Ca. 93065**Project Name:** Royal High School – MPR Renovation/Addition and Royal Plaza Courtyard
1402 Royal Ave. Simi Valley, Ca. 93065**DSA App. Number:** A# 03-118787 **File #:** 56-H6**Scope of Work:** Time extension request #2 for one onsite DSA certified inspector for the renovation and alteration of the Royal HS MPR, Building M (A#27167, #03-107180).
Including Royal Plaza Courtyard and associated site work, fire alarm system, and utilities.
Including all required DSA documentation.**Project Rate:** \$105.00 per hour for DSA Inspections. 8 hrs. a day, not to exceed 40 hrs. per week.

Estimated extension start date: July 1st, 2022
 Estimated project completion date..... October 30th, 2022
 4 months (88 days, 704 hrs.) \$73,920.00
Estimated Proposed Extension \$ 73,920.00

NOTE: Please be advised that all inspections are subject to contractor performance.
 Therefore, this estimated cost proposal is an estimate and subject to increase or credit.
 If "Over Time" work becomes necessary, all OT must be approved by the district
 prior to OT inspections.
 OT is at a rate of \$157.50 per hour after 40 hrs. per week, all holidays, weekends,
 and anything over 8 hours a day.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.

KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the DSA approved Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **July 1st, 2022** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors/consultants introduced to the district through, or under the employment of, KENCO Construction Services, Inc. for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, Inc. unless written permission is granted prior to each relationship.
6. **The Simi Valley Unified School District** agrees to pay KENCO Construction Services, Inc. the invoiced amount of the project services billed at a rate of **\$105.00 per hour for one DSA Certified Inspector** within 15 working days of receipt of invoice or by the 15th of each month, whichever comes first. KENCO Construction Services (project inspectors/project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders, or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to project inspectors, engineers, or project managers working directly on the project. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, a DSA certified project inspector/manager will be assigned to oversee the project and shall be responsible for accurate reporting of all activities to the Inspector of Record (IOR) upon his/her return. If the IOR cannot return within 2 weeks, KENCO will notify the District, Architect, and DSA and provide a DSA certified inspector for the District, Architect, and DSA approval.



7/15/2022 | 1:48 PM MST

7/18/2022 | 8:20 AM PDT

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 07-08-22

District Authorized Agent
Simi Valley Unified School District
Date:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Business & Facilities, Consent #17

Certificate Of Completion

Envelope Id: 305ADF5B90E54CBEAFD99E942CEDB670

Status: Completed

Subject: Please DocuSign: Amendment #2 Inspection Services RHS MPR R20-03444 Kenco (1).pdf

Source Envelope:

Document Pages: 4

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Envelopeld Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/15/2022 9:28:07 AM

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Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District - Facilities

Location: DocuSign

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

Ken Hinge

kenhinge@kenco-inc.com

Security Level: Email, Account Authentication
(None)

Sent: 7/15/2022 9:34:19 AM

Viewed: 7/15/2022 1:47:36 PM

Signed: 7/15/2022 1:48:50 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.161.221

Electronic Record and Signature Disclosure:

Accepted: 7/15/2022 1:47:36 PM

ID: af6f0986-6162-43e9-b8c3-cdf1e0f77034

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Sent: 7/15/2022 1:48:51 PM

Viewed: 7/18/2022 8:19:56 AM

Signed: 7/18/2022 8:20:22 AM

Signature Adoption: Uploaded Signature Image

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

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7/18/2022 8:19:56 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/18/2022 8:20:22 AM
Completed	Security Checked	7/18/2022 8:20:22 AM
Payment Events	Status	Timestamps
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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

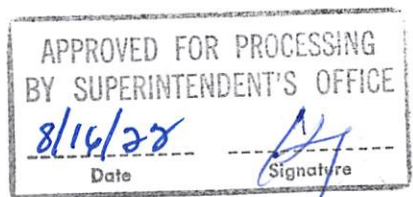
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 APPROVAL OF AGREEMENT NO. 031608-374-F
 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM
 DESIGN GROUP FOR ONGOING ARCHITECTURAL SERVICES FOR
 PROJECTS THROUGHOUT THE DISTRICT**

Business & Facilities
Consent #19

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

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

The attached agreement is the master agreement for architectural services for projects throughout the District.

Fiscal Analysis

The Ongoing Architectural Services Agreement 031608-374-F (Exhibit "A") is a no-cost master services agreement establishing the terms and conditions applicable to each project assignment.

Recommendation

It is recommended that the Board of Education approve the RRM Design Group agreement 031608-374-F.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasarian and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. 031608-374-F with RRM Design Group.

Ayes: LaBelle
 Bagdasarian
 Blough
Noes: 0 Absent: Smolten Abstained: 0

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

RRM Design Group

#031608-374-F

July 26, 2022

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made as of July 26, 2022, between the **Simi Valley Unified School District**, a California public school district, ("District") and **RRM Design Group** ("Architect") (collectively "Parties").

WHEREAS, the District desires to obtain architectural services for the planning, design and construction of various school facility projects throughout the District, including, but not limited to, modernization, new construction, field improvements, new portable flex classroom buildings, etc.;

WHEREAS, the District has fully not developed all required projects, and therefore, as each project becomes defined, the Parties agree this Agreement will be supplemented from time to time with individual "Project Assignment Amendment(s)" which will supplement this Agreement and which will particularize and more fully describe tasks and/or services to be performed pursuant to the terms of this Agreement; provided that, the Architect's services shall, in each instance in which the Architect is assigned a task or project under any such Project Assignment Amendment, continue to be governed by the terms of this Agreement in addition to the specific additional tasks and requirements set forth in the subsequent Project Assignment Amendment;

WHEREAS, the Parties agree that the written Project Assignment Amendments shall reference this Agreement, as well as identify the "Project" that is being incorporated into this Agreement by referencing the name of the improvement, location, scope of work, Architect's project number, and basis of compensation. The form Project Assignment Amendment form is attached hereto as **Exhibit "H"**;

WHEREAS, the Architect shall provide to the District, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each Project and any other tasks/projects assigned to the Architect as further described in the various Project Assignment Amendments to this Agreement;

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any subsequent Projects covered by a Project Assignment Amendment unless specifically noted otherwise in the Project Assignment Amendment;

WHEREAS, the Parties agree that the terms of this Agreement shall be controlling in the event of a conflict or inconsistency between the terms of any Project Assignment Amendment with the terms set forth in this Agreement; and

WHEREAS, the Architect understands and agrees that the execution of this Agreement by the Parties does not require the District to award any specific Projects, tasks, or work to the Architect.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

- 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
- 1.1.3. **As-Built Drawings ("As-Built")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
- 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
- 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the construction costs.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Simi Valley Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.

- 1.1.14. **Extra Services:** District-authorized services outside of the scope in **Exhibit "A", Exhibit "B", and/or Exhibit "H"**.
- 1.1.15. **Laboratory of Record:** The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project:** The specific work and scope of services set forth in a written Project Assignment Amendment which shall reference this Agreement.
- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable observation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with the execution of a written Project Assignment Amendment (see **Exhibit "H"** for sample) and upon receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

- 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
 - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - 2.4.2.2. Construction sites where:
 - 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or
 - 2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
- 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, acoustical engineers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety

Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:
 - 2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.2.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals, as applicable.
 - 2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.2.4. Form DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.2.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design, if applicable.
 - 2.7.2.6. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 2.7.1.6.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
 - 2.7.2.7. Form DSA PR 13-02, Project Certification Process.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, in accordance with the standard of care ordinarily provided by architects practicing under the same or similar circumstances. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility to promptly correct any known or discovered of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI

responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
- 2.14. The District has contracted for the use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District). Notwithstanding anything to the contrary in this Agreement, the Architect and all Architect Consultants shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Architect's and Architect Consultants' representatives to use the District's Procore Software account, the Architect shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Architect and each Architect Consultant shall designate representatives for purposes of the Procore Software

who have knowledge and experience with respect to use of construction management software.

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Mike Scott

Project Director: To Be Determined Per Project

Project Architect(s): To Be Determined Per Project

Project Manager: Chris Dufour

Other: _____

Major Consultants:

Electrical: To Be Determined Per Project

Mechanical: To Be Determined Per Project

Structural: To Be Determined Per Project

Civil: RRM Design Group

Acoustical: To Be Determined Per Project

Other: _____

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** and any Project Assignment Amendment so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
- 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
- 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

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Article 6. Fee and Method of Payment

6.1. For each Project Assignment Agreement under this Agreement, the District shall pay Architect a Fee ("Fee"), which Fee shall be negotiated and/or calculated based on one of the following methods as specified by the District:

- a. An amount not to exceed;
- b. A fixed fee, plus 4% for reimbursable costs;
- c. Hourly, with an amount not to exceed, based on the rates set forth in **Exhibit "D"**; or
- d. According to the Office of Public School Construction sliding scale.

New Construction

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of project computed cost. (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$240,000.00)
6. Five percent (5%) of the project computed cost, in excess of ten million dollars (\$10,000,000.00).

Reconstruction/Modernization

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of project computed cost. (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$400,000.00)

5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$360,000.00)
6. Five percent (5%) of the project computed cost in excess of ten million dollars (\$10,000,000.00).

Once the Final Fee has been calculated, the Final Fee shall not be adjusted except for additive changes to the project approved by the District in writing not resulting or related to the negligence of the Architect. Any portions of the project that are deleted or removed shall result in the Final Fee being adjusted as agreed upon by the parties.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been completed, pursuant to the terms set forth in this Agreement. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD, Revit, Bluebeam or other). Architect shall deliver to District, on request, compact disc or USB format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format and .PDF. The District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or format it was created in, or all, of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. One (1) set of electronic files in .PDF format of drawings and specifications that are part of the contract documents.
 - 8.5.5. One (1) set of electronic files in Word format of all specifications that are part of the contract documents.
 - 8.5.6. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.7. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and

against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that unauthorized change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants. The District, however, may use the Architect's plans and documents or any Instruments of Service as reference documents for the purposes of additions, alignments, or other development on the Project site.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's negligent actions errors, or omissions that caused the District to terminate the Agreement.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed, pursuant to this Agreement until the District's notice of termination. In addition, Architect will be reimbursed for reasonable termination costs through the payment of 3% of the sum due the Architect under this paragraph through 50% completion of the Architect's services of the current Project being performed pursuant to a Project Assignment Amendment, and if 50% completion is reached, payment of 3% of the unpaid balance of the fee for the current Project being performed pursuant to a Project Assignment Amendment to the Architect as termination costs. This 3% payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is deemed adequate consideration for entry into this termination for convenience clause.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation may be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

- 9.5. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement or any Project Assignment Amendment, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, Architect agrees to continue the work for any Project diligently to completion. If the dispute is not resolved, Architect agrees it will neither rescind this Agreement or any Project Assignment Amendment nor stop the progress of the work, but Architect's remedy shall be to follow the Alternative Dispute Resolution process set forth in Article 20. District and Architect further agree that any withholding of Architect's payment shall be limited to 20%, per dispute, of the Architect's entire fee for this Agreement or any Project Assignment Amendment.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, and trustees ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, except for liability or Claims resulting from the sole or active negligence, or willful misconduct of the Indemnified Parties. Architect shall also, to the fullest extent permitted by California law, reimburse the Indemnified Parties, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, proportionate to the percentage of Architect's fault as determined by a court. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity here proportionate to the percentage of fault attributable to the Architect's negligence, recklessness, or willful misconduct as determined by a court. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

During the entire term of this Agreement, the Architect, its Consultants, and their employees shall fully comply with the provisions of Education Code section 45125.1 unless specifically waived in writing by the District.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefor, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the plans and specifications prepared by the Architect shall include and incorporate all work required and recommended by the District's consultant as it relates to hazardous materials.
- 12.4. The District shall be responsible for state and local agency permit fees.
- 12.5. At Architect's request, the District shall provide the necessary tests, such as structural, mechanical, chemical, air and water pollution and hazardous materials tests when required by law or authorities having jurisdiction over the Project, to the best of the District's ability.
- 12.6. The District shall provide the Inspector of Record, as applicable.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of

Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.
- 20.2. Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the

Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies

that it will comply with those provisions before commencing the performance of the Services of this Agreement.

- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
ATTN: Lori Rubenstein,
Bond Program Manager
(805) 306-4500 x4461
lori.rubenstein@simivalleyusd.org

Architect:

RRM Design Group
3765 South Higuera Street, Suite 102
San Luis Obispo, CA 93401
ATTN: Chris Dufour
Project Manager
(805) 543-1794
CBDufour@rrmdesign.com

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for

its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.

- 29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Article 30. Exhibits "A" through "H" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Date: 8/1/2022 | 8:38 AM PDT, 20__

By: RJ _____

Print Name: Ron Todo

Title: Associate Superintendent
Business and Facilities

RRM DESIGN GROUP

Date: 7/31/2022 | 7:01 PM PDT, 20__

By: Michael Scott _____

Print Name: Mike Scott

Title: Principal-in-Charge

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, _____, am the
 _____ of
 (Print Name) [SimiEDU45125-1] (Title)

_____. I declare, state, and certify all of the
 following:
 (Entity)

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 provides methods to ensure pupil safety, among which, includes the following:

CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].

The District requires Entity to be able to comply with the above. As such, Entity shall ensure District that Entity has a **California Department of Justice issued ORI number** under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions.** Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's

DOJ





If your entity does not have an ORI #, STOP

As an alternative to Entity having an ORI number, the District may allow Entity'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 1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment 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 shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment 1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity 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.
6. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment 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 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 shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity'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 is performing work. If Entity 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 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 has remedied the issues which may lead to

Unsupervised Contact with students.

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

Executed at _____ this _____ day of _____, 20____.
(City and State) [SimiEDU45125-1b]

(Signature)

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT 1

[SimiEDU45125-2]

The fingerprints of each person identified below, providing CONTINUAL supervision and monitoring of ALL of Entity’s staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the Entity’s California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

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

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
 (Print Name) [SimiGOV8350] (Title)

 (Architect Name)

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

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

EXHIBIT "A"

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20____.

(City and State)

(Signature)

(Printed or Typed Name)

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am

(Typed or Printed Name)

[SimiPCC7106]

the _____ of _____, the party submitting

(Title)

(Architect Name)

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

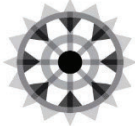
1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to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

Executed this ____ day of _____, 20__ at _____.

(City, County and State)

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

(Signature)_____
(Name Printed or Typed)



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project:

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**
2. Professional and courteous behavior is expected and will be used at all times.
3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
4. The use of profanity and/or disparaging language will not be tolerated.
5. All contractors, subcontractors, architects, engineers or consultants **will be required to wear a badge issued by their company as a** means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
6. All contractors and subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.
 - b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the

District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.
8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.
10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.
11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
 - a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. The Owner or designee will make this interpretation.
 - b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
 - c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.
12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, and fax machine. At no time are the Owner's communication systems to be used.
13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

Authorized Signature

[SimiROC]

Title

Print Name

Date

Company

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT:

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

_____ (“Contractor” or “Bidder”) includes the following provisions:
[SimiLAB6400]

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

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

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Certificate Of Completion

Envelope Id: 15DD1FFE1CC944428E24A75DB0EABC9D

Status: Completed

Subject: Please DocuSign: RRM Design Agreement for Architectural Services - UPDATED.pdf

Source Envelope:

Document Pages: 35

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Envelopeld Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/27/2022 11:00:37 AM

bondcontracts@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**

Michael Scott

MLScott@rrmdesign.com

Security Level: Email, Account Authentication
(None)

Sent: 7/27/2022 11:01:41 AM

Viewed: 7/31/2022 7:01:04 PM

Signed: 7/31/2022 7:01:37 PM

Signature Adoption: Pre-selected Style

Using IP Address: 97.86.145.9

Electronic Record and Signature Disclosure:

Accepted: 7/31/2022 7:01:04 PM

ID: bdf814e0-7a83-4818-9d8e-271649e691f3

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Sent: 7/31/2022 7:01:38 PM

Viewed: 8/1/2022 8:38:20 AM

Signed: 8/1/2022 8:38:27 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

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

7/27/2022 11:01:42 AM

Certified Delivered

Security Checked

8/1/2022 8:38:20 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2022 8:38:27 AM
Completed	Security Checked	8/1/2022 8:38:27 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

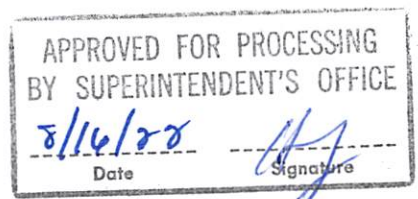
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 AGREEMENT NO. R23-00748 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT SYCAMORE ELEMENTARY SCHOOL

Business & Facilities
Consent #20

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

Fiscal Analysis

The Contract Price for the Assigned Project is a Fixed Fee. See Exhibit A.

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,920.00
Construction Documents:	\$25,700.00
Meetings:	\$ 1,700.00
Architectural Fee:	\$45,970.00
Reimbursables:	\$ 500.00
Total Contract:	\$46,470.00 Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approve the RRM Design Group agreement R23-00748.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. R23-00748 with RRM Design Group.

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

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R23-00748
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #031608-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and RRM Design Group ("Architect") as of *July 26, 2022*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect;

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

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: Surveying the site and Conceptual through Construction Documents for a new exterior perimeter fencing around Sycamore Elementary School. See Exhibit B for fencing layout
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is to be determined
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Surveying
Conceptual Design / Design Development
Construction Documents

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

Surveying
Design Consultants – As listed in the Master Agreement, as required

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

Basic Services Phases	Start Date
Surveying	August 1, 2022
Conceptual Design / Design Development	September 5, 2022
Construction Documents	October 3, 2022
Bidding	December 5, 2022
Construction	February 13, 2023
Close Out	April 28, 2023

- 5. Assigned Project Contract Price.** The Contract Price for the Assigned Project will be a fixed fee of: **Forty Five Thousand, Nine Hundred and Seventy Dollars (\$45,970.00)**. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Total Fee:

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,920.00
Construction Documents:	\$25,700.00
Meetings:	<u>\$ 1,700.00</u>
Total Fee:	\$45,970.00

Meetings are as requested by the District

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

Reimbursables will be a Not – To – \$500.00

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

[SIGNATURES ON THE FOLLOWING PAGE]

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


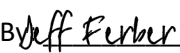
District Simi Valley Unified School District By: <u></u> Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u> 8/1/2022 11:02 AM PDT	Architect RRM Design Group By: <u></u> Name: <u>Jeff Ferber</u> Title: <u>Principal – in - Charge</u> 7/29/2022 10:24 AM PDT
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Exhibit A

Sycamore Elementary School Fencing Improvements Scope of Services

PROJECT UNDERSTANDING

Simi Valley Unified School District ("the District") wishes to enhance the curb appeal and fencing security at Sycamore Elementary School. The existing campus perimeter chain link fencing will be removed in most perimeter locations. Fencing that runs adjacent to private residences will remain. A combination of 6 ft. tall wire mesh, chain link, and decorative metal picket fencing will be installed as an upgrade. Concrete mow curbing will be installed at the base of fencing where installed adjacent to grass areas. Existing gates will be upgraded as part of these improvements. New tree installations will be provided in key areas for curb appeal, no shrubs are proposed at this time. See Site Plan Markup (Exhibit B) for proposed limit of work.

SCOPE OF SERVICES

The following proposal contains a detailed list of tasks based on our understanding of the project.

Task A: Surveying

Subtask A.01: Topographic Survey and Mapping

RRM's survey consultant (Hahn and Associates) will provide field surveying and mapping of the perimeter landscape frontages limited to the areas shown within Exhibit B. Where feasible, the field survey work will be combined with the available record drawings provided by the District. The survey will include the following detail items:

- Buildings
- Fences and walls
- Adjoining structures and improvements with grades
- Driveways and parking improvements (where applicable)
- Hardscape/sidewalk improvements
- Visible utilities
- Invert elevations of catch basins
- Overhead utility poles
- Drainage structures and waterways
- Tree trunks over four (4) inches in diameter with drip lines within the project area
- Contours at one-foot intervals with spot elevations
- Right-of-way and boundary surveying not included in this scope

**Deliverables:**

- One (1) Digital base map in AutoCAD Civil 3D format for design and planning purposes

Fixed Fee:

- \$12,650 (see footnote)

Task B: Conceptual Design**Subtask B.01: Conceptual Design Plan**

RRM will create a conceptual design plan to provide a diagrammatic layout of proposed fencing and gate locations. The fencing layout will generally follow the layout of existing fencing with modifications discussed during our field visit. RRM will work with the District to capture further layout adjustments during this stage. Lastly, the plan will include minor tree landscaping improvements in select areas. The conceptual design plan will be overlaid over an aerial base map and provided in large (24" x 36") PDF color format for review and approval. The conceptual stage will be scheduled to run concurrently with the topographic survey gathering to shorten the timeline.

A draft of the conceptual design plan will be provided to the District for review. RRM will meet with the District (see meetings task) to review the concept and take comments.

Deliverables:

- One (1) conceptual design plan

Fixed Fee:

- \$5,920 (see footnote)

Subtask B.02: Project Team Design Meetings

RRM's project manager will meet with District staff to review the conceptual design to confirm fencing layout, walk the site, and discuss design directives. Additionally, RRM will provide additional virtual meetings to review draft submittals of the construction documents and review the plans for comments. These meetings will likely include discussions of multiple school projects. As such, the quantity of meetings will be limited and spread across each of the schools.

Deliverables:

- One (1) on-site meeting with the District staff
- Two (2) virtual meetings to review progress and obtain comments

Sycamore Elementary School Fencing Improvements
Proposed Scope of Services

July 20, 2022

Page 3 of 5



Fixed Fee:

- \$1,700 (see footnote)

Task C: Construction Documents

Subtask C.01: Construction Documents

RRM will develop the approved conceptual design plans into a set of construction documents. The construction document package will be provided to the District at 95% and final bid set completion levels. Given the nature of the scope, the plans will **not be submitted through the DSA permitting process**. The following is a list of anticipated elements to be included as part of the construction document package.

Construction Document Package Contents:

- Demolition Plan: A site plan with instructions to contractor on demolition of existing fencing and gates
- Combined Construction\Planting Plan and Details: A series of site plans locating the proposed fencing and concrete curbing. Corresponding construction details (including District standards) will be provided. Deepened concrete mow curbs will be provided where grading dictates. Spot elevations will be included in areas where curb edge elevations will deviate from adjacent grades. Given the small nature of the trees proposed, the construction plan will also include proposed trees in relation to existing trees along the frontage. The plan will include a tree plant palette, planting notes, and corresponding details. Details for the new trash enclosure will be provided
- Irrigation Plan: A plan diagrammatically laying out adjustments to field irrigation due to fencing improvements as well as new irrigation for trees. Proposed irrigation equipment will be based on the District's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of the existing irrigation system based on available as-built data
- CSI Technical Specifications: CSI book specifications for pertinent sections related to the construction document plans. Front end specifications shall be provided by the District
- Cost Estimate: An opinion of probable construction cost will be provided at the 100% design submittal stage

Deliverables:

- One (1) construction document package submitted at 95%, and final bid stage

Fixed Fee:

- \$25,700 (see footnote)



Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- \$500

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Locations for meetings
- Record drawings (electronic CAD format where available)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis.

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

- City coordination or permitting
- Geotechnical engineering
- Electrical engineering (motorized gates)
- DSA permitting
- Construction support (to be determined)
- Record drawings (to be determined)

Sycamore Elementary School Fencing Improvements
Proposed Scope of Services

July 20, 2022

Page 5 of 5



TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)	
Task A	Surveying		
A.01	Topographic Survey and Mapping	\$	12,650
	Task A Subtotal	\$	12,650
Task B	Conceptual Design		
B.01	Conceptual Design Plan	\$	5,920
B.02	Project Team Design Meetings	\$	1,700
	Task B Subtotal	\$	7,620
Task C	Construction Documents		
C.01	Construction Documents	\$	25,700
	Task C Subtotal	\$	25,700
	SUBTOTAL:		\$45,970
	Estimated Reimbursable Expenses:		\$500
	ESTIMATED PROJECT TOTAL:		\$46,470

Fee Footnote

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

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

Attachments: Exhibit A-I, Schedule I
Exhibit B – Site Plan Markup

d:\p\N\X-FILES\X-Files-0801\X0856-01-CI17-Sycamore-Elem-Landscape-Fencing\Proposal\Original-Docs\Sycamore ES Fencing Improvements Scope.doc

EXHIBIT A-1 SCHEDULE 1**Bill Rate Ranges***Subject to change effective March 1st each year***ARCHITECTURE**

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240

ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates**REGULAR**

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175

PLANNING

Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170

CORPORATE SERVICES

Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190

Sycamore Elementary School

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

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

_____ **RRM Design Group** ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 7/29/2022 | 10:24 AM PDT

Contractor: Jeff Ferber

Signature: *Jeff Ferber*
Jeff Ferber

Print Name: _____

Title: Principal in charge

DRUG-FREE WORKPLACE CERTIFICATION

I, Jeff Ferber, am the Principal in charge of
 (Print Name) [SimiGOV8350] (Title)

RRM Design Group

(Contractor Name)

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

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

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

Executed at San Luis Obispo, CA this 29th day of July, 2022.
 (City and State)

Jeff Ferber
 (Signature)

Jeff Ferber

(Printed or Typed Name)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Jeff Ferber the Principal in charge of
(Name) [SimiLAB3700] (Title)

RRM Design Group, declare, state and certify that:
(Contractor Name)

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

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

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

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

RRM Design Group
(Contractor Name)

By Jeff Ferber
(Signature)

Jeff Ferber
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Jeff Ferber, am the Principal in charge of
 (Print Name) [SimiEDU45125-1] (Title)

RRM Design Group
 (Entity)

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

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts. As such, I understand that **any employee who interacts with students outside of the immediate supervision and control of the pupil's parent or guardian or a school district employee** has a valid criminal records summary as described in Education Code §44237, and has not been convicted of a felony as described in Education Code §45122.1.

Entity shall ensure District that Entity has a California Department of Justice issued ORI number under which Entity's employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

**Entity's DOJ issued
ORI Number**



A0546



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

As an alternative to Entity having an ORI number, the District may allow Entity'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 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; 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 shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity 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.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. 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 shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity'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 is performing work.

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

Executed at San Luis Obispo, CA this 28th day of July, 2022.
 (City and State) [SimiEDU45125-1b]

Jeff Ferber
 (Signature)

Jeff Ferber
 (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; 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.

Chris Dufour

TBD

TBD

TBD

TBD

Certificate Of Completion

Envelope Id: 5789F6931CBA438C9130821B4AAECC4F	Status: Completed
Subject: Please DocuSign: R23-00748 RRM Design Sycamore ES - PAA Agreement.pdf	
Source Envelope:	
Document Pages: 15	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Bond Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	bondcontracts@simivalleyusd.org
	IP Address: 207.157.143.2


Record Tracking

Status: Original	Holder: Bond Contracts	Location: DocuSign
7/27/2022 11:59:44 AM	bondcontracts@simivalleyusd.org	
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
Jeff Ferber		Sent: 7/27/2022 12:06:08 PM
jcferber@rrmdesign.com		Viewed: 7/28/2022 2:31:54 PM
Principal		Signed: 7/29/2022 10:24:20 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 72.29.169.22	

Electronic Record and Signature Disclosure:
 Accepted: 7/29/2022 10:19:12 AM
 ID: 7251f85e-5bc7-4ed1-9403-19d331e8ad16

Ron Todo		Sent: 7/29/2022 10:24:21 AM
ron.todo@simivalleyusd.org		Viewed: 8/1/2022 11:01:59 AM
Associate Supt. Bus & Fac.		Signed: 8/1/2022 11:02:03 AM
Simi Valley Unified School District - Facilities	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 207.157.143.41	

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	7/27/2022 12:06:08 PM
Certified Delivered	Security Checked	8/1/2022 11:01:59 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2022 11:02:03 AM
Completed	Security Checked	8/1/2022 11:02:03 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 AGREEMENT NO. R23-00749 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT JUSTIN EARLY LEARNERS ACADEMY (JELA)

Business & Facilities
Consent #21

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

RRM Design Group will provide architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around JELA. See Exhibit B.

Fiscal Analysis

The Contract Price for the Assigned Project is a Fixed Fee. See Exhibit A.

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,920.00
Construction Documents:	\$25,700.00
Meetings:	\$ 1,700.00
Architectural Fee:	\$45,970.00
Reimbursables:	\$ 500.00
Total Contract:	\$46,470.00 Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approve the RRM Design Group agreement R23-00749.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasarian and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. R23-00749 with RRM Design Group.

Ayes: Subran
LaBelle
Bagdasarian
Mough Noes: 0 Absent: Smolken Abstained: 0

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R23-00749
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #031608-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and RRM Design Group ("Architect") as of *July 27, 2022*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect;

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

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: Surveying the site and Conceptual through Construction Documents for a new exterior perimeter fencing around Justin Early Learners Academy (JELA). See Exhibit B for fencing layout
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is to be determined
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Surveying
Conceptual Design / Design Development
Construction Documents

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

Surveying
Design Consultants – As listed in the Master Agreement, as required

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

Basic Services Phases	Start Date
Surveying	August 1, 2022
Conceptual Design / Design Development	September 5, 2022
Construction Documents	October 3, 2022
Bidding	To Be Determined
Construction	To Be Determined
Close Out	To Be Determined

- 5. Assigned Project Contract Price.** The Contract Price for the Assigned Project will be a fixed fee of: **Forty Five Thousand, Nine Hundred and Seventy Dollars (\$45,970.00)**. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Total Fee:

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,920.00
Construction Documents:	\$25,700.00
Meetings:	<u>\$ 1,700.00</u>
Total Fee:	\$45,970.00

Meetings are as requested by the District

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

Reimbursables will be a Not – To – \$500.00

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

[SIGNATURES ON THE FOLLOWING PAGE]

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



District Simi Valley Unified School District By: <u></u> Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u> 8/1/2022 11:02 AM PDT	Architect RRM Design Group By: <u></u> Name: <u>Jeff Ferber</u> Title: <u>Principal – in - Charge</u> 7/29/2022 10:18 AM PDT
--	--



Exhibit A

Justin Early Learners Academy Fencing Improvements Scope of Services

PROJECT UNDERSTANDING

Simi Valley Unified School District ("the District") wishes to enhance the curb appeal and fencing security at Justin Early Learners Academy. The existing campus perimeter chain link fencing will be removed in most perimeter locations. Fencing that runs adjacent to private residences and the flood channel will remain. A combination of 6 ft. tall wire mesh, chain link, and decorative metal picket fencing will be installed as an upgrade. Concrete mow curbing will be installed at the base of fencing where installed adjacent to grass areas. Existing gates will be upgraded as part of these improvements. New tree installations will be provided in key areas for curb appeal, no shrubs are proposed at this time. See site plan markup (Exhibit B) for proposed limit of work.

SCOPE OF SERVICES

The following proposal contains a detailed list of tasks based on our understanding of the project.

Task A: Surveying

Subtask A.01: Topographic Survey and Mapping

RRM's survey consultant (Hahn and Associates) will provide field surveying and mapping of the perimeter landscape frontages limited to the areas shown within Exhibit B. Where feasible, the field survey work will be combined with the available record drawings provided by the District. The survey will include the following detail items:

- Buildings
- Fences and walls
- Adjoining structures and improvements with grades
- Driveways and parking improvements (where applicable)
- Hardscape/sidewalk improvements
- Visible utilities
- Invert elevations of catch basins
- Overhead utility poles
- Drainage structures and waterways
- Tree trunks over four (4) inches in diameter with drip lines within the project area
- Contours at one-foot intervals with spot elevations

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

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



Justin Early Learners Academy Fencing Improvements
Proposed Scope of Services

July 20, 2022

Page 2 of 5

- Right-of-way and boundary surveying not included in this scope

Deliverables:

- One (1) digital base map in AutoCAD Civil 3D format for design and planning purposes

Fixed Fee:

- \$12,650 (see footnote)

Task B: Conceptual Design

Subtask B.01: Conceptual Design Plan

RRM will create a conceptual design plan to provide a diagrammatic layout of proposed fencing and gate locations. The fencing layout will generally follow the layout of existing fencing with modifications discussed during our field visit. RRM will work with the District to capture further layout adjustments during this stage. Lastly, the plan will include minor tree landscaping improvements in select areas. An option for new trash enclosure location will be provided. The conceptual design plan will be overlaid over an aerial base map and provided in large (24" x 36") PDF color format for review and approval. The conceptual stage will be scheduled to run concurrently with the topographic survey gathering to shorten the timeline.

A draft of the conceptual design plan will be provided to the District for review. RRM will meet with the District (see meetings task) to review the concept and take comments.

Deliverables:

- One (1) conceptual design plan

Fixed Fee:

- \$5,920 (see footnote)

Subtask B.02: Project Team Design Meetings

RRM's project manager will meet with District staff to review the conceptual design to confirm fencing layout, walk the site, and discuss design directives. Additionally, RRM will provide additional virtual meetings to review draft submittals of the construction documents and review the plans for comments. These meetings will likely include discussions of multiple school projects. As such, the quantity of meetings will be limited and spread across each of the schools.

Deliverables:

- One (1) on-site meeting with the District staff
- Two (2) virtual meetings to review progress and obtain comments

**Fixed Fee:**

- \$1,700 (see footnote)

Task C: Construction Documents**Subtask C.01: Construction Documents**

RRM will develop the approved conceptual design plans into a set of construction documents. The construction document package will be provided to the District at 95% and final bid set completion levels. Given the nature of the scope, the plans will **not be submitted through the DSA permitting process**. The following is a list of anticipated elements to be included as part of the construction document package.

Construction Document Package Contents:

- Demolition Plan: A site plan with instructions to contractor on demolition of existing fencing and gates
- Combined Construction\Planting Plan and Details: A series of site plans locating the proposed fencing and concrete curbing. Corresponding construction details (including District standards) will be provided. Deepened concrete mow curbs will be provided where grading dictates. Spot elevations will be included in areas where curb edge elevations will deviate from adjacent grades. Given the small nature of the trees proposed, the construction plan will also include proposed trees in relation to existing trees along the frontage. The plan will include a tree plant palette, planting notes, and corresponding details. Details for a new trash enclosure will be provided if one is included
- Irrigation Plan: A plan diagrammatically laying out adjustments to field irrigation due to fencing improvements as well as new irrigation for trees. Proposed irrigation equipment will be based on the District's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of the existing irrigation system based on available as-built data
- CSI Technical Specifications: CSI book specifications for pertinent sections related to the construction document plans. Front end specifications shall be provided by the District
- Cost Estimate: An opinion of probable construction cost will be provided at the 100% design submittal stage

Deliverables:

- One (1) construction document package submitted at 95%, and final bid stage

Fixed Fee:

- \$25,700 (see footnote)



Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- \$500

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Locations for meetings
- Record drawings (electronic CAD format where available)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis.

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

- City coordination or permitting
- Geotechnical engineering
- Electrical engineering (motorized gates)
- DSA permitting
- Construction support (to be determined)
- Record drawings (to be determined)



TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)	
Task A	Surveying		
A.01	Topographic Survey and Mapping	\$	12,650
	Task A Subtotal	\$	12,650
Task B	Conceptual Design		
B.01	Conceptual Design Plan	\$	5,920
B.02	Project Team Design Meetings	\$	1,700
	Task B Subtotal	\$	7,620
Task C	Construction Documents		
C.01	Construction Documents	\$	25,700
	Task C Subtotal	\$	25,700
	SUBTOTAL:		\$45,970
	Estimated Reimbursable Expenses:		\$500
	ESTIMATED PROJECT TOTAL:		\$46,740

Fee Footnote

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

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

Attachments: Exhibit A-I, Schedule I
Exhibit B – Site Plan Markup

d:\p\corp\rrm\on-site\X-FILES\X-Files-0801\X0842-02-C122-Justin-Early-Learners-Fencing\Proposal\Original-Docs\Justin Fencing Improvements Scope.doc

EXHIBIT A-1 SCHEDULE 1**Bill Rate Ranges***Subject to change effective March 1st each year***ARCHITECTURE**

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240

ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates**REGULAR**

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175

PLANNING

Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170

CORPORATE SERVICES

Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190



TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

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

_____ **RRM Design Group** ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 7/29/2022 | 10:18 AM PDT

Contractor: Jeff Ferber

Signature: *Jeff Ferber*

Print Name: Jeff Ferber

Title: Principal in charge

DRUG-FREE WORKPLACE CERTIFICATION

I, Jeff Ferber, am the Principal in charge of
 (Print Name) [SimiGOV8350] (Title)

RRM Design Group

(Contractor Name)

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

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

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

Executed at San Luis Obispo this 28th day of July, 2022.
 (City and State)

Jeff Ferber
 (Signature)

Jeff Ferber

(Printed or Typed Name)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Jeff Ferber the Principal in charge of
(Name) [SimiLAB3700] (Title)

RRM Design Group, declare, state and certify that:
(Contractor Name)

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

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

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

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

RRM Design Group
(Contractor Name)

By Jeff Ferber
(Signature)

Jeff Ferber
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Jeff Ferber, am the Principal in charge of
 (Print Name) [SimiEDU45125-1] (Title)

RRM Design Group
 (Entity)

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

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts. As such, I understand that **any employee who interacts with students outside of the immediate supervision and control of the pupil's parent or guardian or a school district employee** has a valid criminal records summary as described in Education Code §44237, and has not been convicted of a felony as described in Education Code §45122.1.

Entity shall ensure District that Entity has a California Department of Justice issued ORI number under which Entity's employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's DOJ issued
ORI Number



A0546



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

As an alternative to Entity having an ORI number, the District may allow Entity'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 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; 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 shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity 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.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. 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 shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity'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 is performing work.

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

Executed at San Luis Obispo this 28th day of July, 2022
 (City and State) [SimiEDU45125-1b]

Jeff Ferber
 (Signature)

Jeff Ferber

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; 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.

Chris Dufour

TBD

TBD

TBD

TBD

Certificate Of Completion

Envelope Id: A8ED9D54FA20425CB9041AA0977F1627

Status: Completed

Subject: Please DocuSign: R23-00749 RRM Design JELA - PAA Agreement.pdf

Source Envelope:

Document Pages: 15

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Envelopeld Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/27/2022 12:39:20 PM

bondcontracts@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**

Jeff Ferber

jcferber@rrmdesign.com

Principal

Security Level: Email, Account Authentication
(None)

Sent: 7/27/2022 12:43:16 PM

Viewed: 7/28/2022 2:28:39 PM

Signed: 7/29/2022 10:18:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.29.169.22

Electronic Record and Signature Disclosure:

Accepted: 7/29/2022 10:17:22 AM

ID: b7c8c75e-273e-4479-b2b4-915f15e317e5

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Sent: 7/29/2022 10:18:50 AM

Viewed: 8/1/2022 11:02:14 AM

Signed: 8/1/2022 11:02:17 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

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

7/27/2022 12:43:16 PM

Certified Delivered

Security Checked

8/1/2022 11:02:14 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2022 11:02:17 AM
Completed	Security Checked	8/1/2022 11:02:17 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

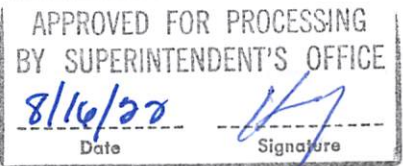
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 AGREEMENT NO. R23-00750 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT MONTE VISTA

Business & Facilities
Consent #22

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

RRM Design Group will provide architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around Monte Vista. See Exhibit B.

Fiscal Analysis

The Contract Price for the Assigned Project is a Fixed Fee. See Exhibit A.

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,220.00
Construction Documents:	\$18,420.00
Meetings:	\$ 1,700.00
Architectural Fee:	\$37,990.00
Reimbursables:	\$ 500.00
Total Contract:	\$38,490.00 Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approve the RRM Design Group agreement R23-00750.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. R23-00750 with RRM Design Group.

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

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R23-00750
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #031608-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and RRM Design Group ("Architect") as of *July 27, 2022*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect;

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

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

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

- 1. Assigned Project Description.** The Assigned Project is described as follows: Surveying the site and Conceptual through Construction Documents for a new exterior perimeter fencing around Monte Vista. See Exhibit B for fencing layout
- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is to be determined
- 3. Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Surveying
Conceptual Design / Design Development
Construction Documents

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

Surveying
Design Consultants – As listed in the Master Agreement, as required

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

Basic Services Phases	Start Date
Surveying	August 1, 2022
Conceptual Design / Design Development	September 5, 2022
Construction Documents	October 3, 2022
Bidding	To Be Determined
Construction	To Be Determined
Close Out	To Be Determined

- 5. Assigned Project Contract Price.** The Contract Price for the Assigned Project will be a fixed fee of: **Thirty Seven Thousand, Nine Hundred and Ninety Dollars (\$37,990.00)**. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Total Fee:

Surveying:	\$12,650.00
Conceptual Design:	\$ 5,220.00
Construction Documents:	\$18,420.00
Meetings:	<u>\$ 1,700.00</u>
Total Fee:	\$37,990.00

Meetings are as requested by the District

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

Reimbursables will be a Not – To – \$500.00

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

[SIGNATURES ON THE FOLLOWING PAGE]

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


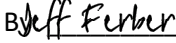
District Simi Valley Unified School District By: <u></u> Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u> 8/1/2022 11:02 AM PDT	Architect RRM Design Group By: <u></u> Name: <u>Jeff Ferber</u> Title: <u>Principal – in - Charge</u> 7/29/2022 10:16 AM PDT
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Exhibit A

**Monte Vista School Fencing Improvements
Scope of Services****PROJECT UNDERSTANDING**

Simi Valley Unified School District ("the District") wishes to enhance the curb appeal and fencing security at Monte Vista School. The existing campus has limited fencing in the front. Existing chain link fencing will be upgraded in select locations based on field discussions. Fencing that runs adjacent to private residences will remain. Additionally, fencing along the rear of the site will remain with only upgrades to the mesh fabric.

A combination of 6 ft. tall wire mesh, chain link, and decorative metal picket fencing will be installed as an upgrade in the front. Concrete mow curbing will be installed at the base of fencing where installed adjacent to grass areas. Existing gates will be upgraded as part of these improvements. No tree plantings are proposed at this site. Minor irrigation modifications may be required in areas where fencing does not exist currently. New fencing will likely cut through existing irrigated zones. See site plan markup (Exhibit B) for an overall proposed limit of work.

SCOPE OF SERVICES

The following proposal contains a detailed list of tasks based on our understanding of the project.

Task A: Surveying**Subtask A.01: Topographic Survey and Mapping**

RRM's survey consultant (Hahn and Associates) will provide field surveying and mapping of the perimeter landscape frontages limited to the areas shown within Exhibit B. Where feasible, the field survey work will be combined with the available record drawings provided by the District.

The survey will include the following detail items:

- Buildings
- Fences and walls
- Adjoining structures and improvements with grades
- Driveways and parking improvements (where applicable)
- Hardscape/sidewalk Improvements
- Visible utilities
- Invert elevations of catch basins
- Overhead utility poles
- Drainage structures and waterways

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

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

Business & Facilities, Consent #22

**Monte Vista School Fencing Improvements
Proposed Scope of Services**

July 20, 2022

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- Tree trunks over four (4) inches in diameter with drip lines within the project area
- Contours at one-foot intervals with spot elevations
- Right-of-way and boundary surveying not included in this scope

Deliverables:

- One (1) digital base map in AutoCAD Civil 3D format for design and planning purposes

Fixed Fee:

- 12,650 (see footnote)

Task B: Conceptual Design**Subtask B.01: Conceptual Design Plan**

RRM will create a conceptual design plan to provide a diagrammatic layout of proposed fencing and gate locations. The fencing layout will generally follow the layout of existing fencing with modifications discussed during our field visit. RRM will work with the District to capture further layout adjustments during this stage.

The conceptual design plan will be overlaid over an aerial base map and provided in large (24" x 36") PDF color format for review and approval. The conceptual stage will be scheduled to run concurrently with the topographic survey gathering to shorten the timeline.

A draft of the conceptual design plan will be provided to the District for review. RRM will meet with the District (see meetings task) to review the concept and take comments.

Deliverables:

- One (1) conceptual design plan

Fixed Fee:

- \$5,220 (see footnote)

Subtask B.02: Project Team Design Meetings

RRM's project manager will meet with District staff to review the conceptual design to confirm fencing layout, walk the site, and discuss design directives. Additionally, RRM will provide additional virtual meetings to review draft submittals of the construction documents and review the plans for comments. These meetings will likely include discussions of multiple school projects. As such, the quantity of meetings will be limited and spread across each of the schools.

Monte Vista School Fencing Improvements
Proposed Scope of Services

July 20, 2022

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Deliverables:

- One (1) on-site meeting with the District staff
- Three (3) virtual meetings to review progress and obtain comments

Fixed Fee:

- \$1,700 (see footnote)

Task C: Construction Documents

Subtask C.01: Construction Documents

RRM will develop the approved conceptual design plans into a set of construction documents. The construction document package will be provided to the District at 95% and final bid set completion levels. Given the nature of the scope, the plans will **not be submitted through the DSA permitting process**. The following is a list of anticipated elements to be included as part of the construction document package.

Construction Document Package Contents:

- Demolition Plan: A site plan with instructions to contractor on demolition of existing fencing and gates
- Construction Plan and Details: A series of site plans locating the proposed fencing and concrete curbing. Corresponding construction details (including District standards) will be provided. Deepened concrete mow curbs will be provided where grading dictates. Spot elevations will be included in areas where curb edge elevations will deviate from adjacent grades
- Irrigation Plan: A plan diagrammatically laying out adjustments to field irrigation due to fencing improvements as well as new irrigation for trees. Proposed irrigation equipment will be based on the District's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of the existing irrigation system based on available as-built data
- CSI Technical Specifications: CSI book specifications for pertinent sections related to the construction document plans. The District shall provide front end specifications
- Cost Estimate: An opinion of probable construction cost will be provided at the 100% design submittal stage

Deliverables:

- One (1) construction document package submitted at 95%, and final bid stage

Fixed Fee:

- \$ 18,420



Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- \$500

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Locations for meetings
- Record drawings (electronic CAD format where available)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis.

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

- City coordination or permitting
- Geotechnical engineering
- Electrical engineering (motorized gates)
- DSA permitting
- Construction support (to be determined)
- Record drawings (to be determined)



TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)	
Task A	Surveying		
A.01	Topographic Survey and Mapping	\$	12,650
	Task A Subtotal	\$	12,650
Task B	Conceptual Design		
B.01	Conceptual Design Plan	\$	5,220
B.02	Project Team Design Meetings	\$	1,700
	Task B Subtotal	\$	6,920
Task C	Construction Documents		
C.01	Construction Documents	\$	18,420
	Task C Subtotal	\$	18,420
	SUBTOTAL:		\$37,990
	Estimated Reimbursable Expenses:		\$500
	ESTIMATED PROJECT TOTAL:		\$38,490

Fee Footnote

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

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

Attachments: Exhibit A-I, Schedule I
Exhibit D – Site Plan Markup

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EXHIBIT A-1 SCHEDULE 1**Bill Rate Ranges***Subject to change effective March 1st each year***ARCHITECTURE**

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240

ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates**REGULAR**

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

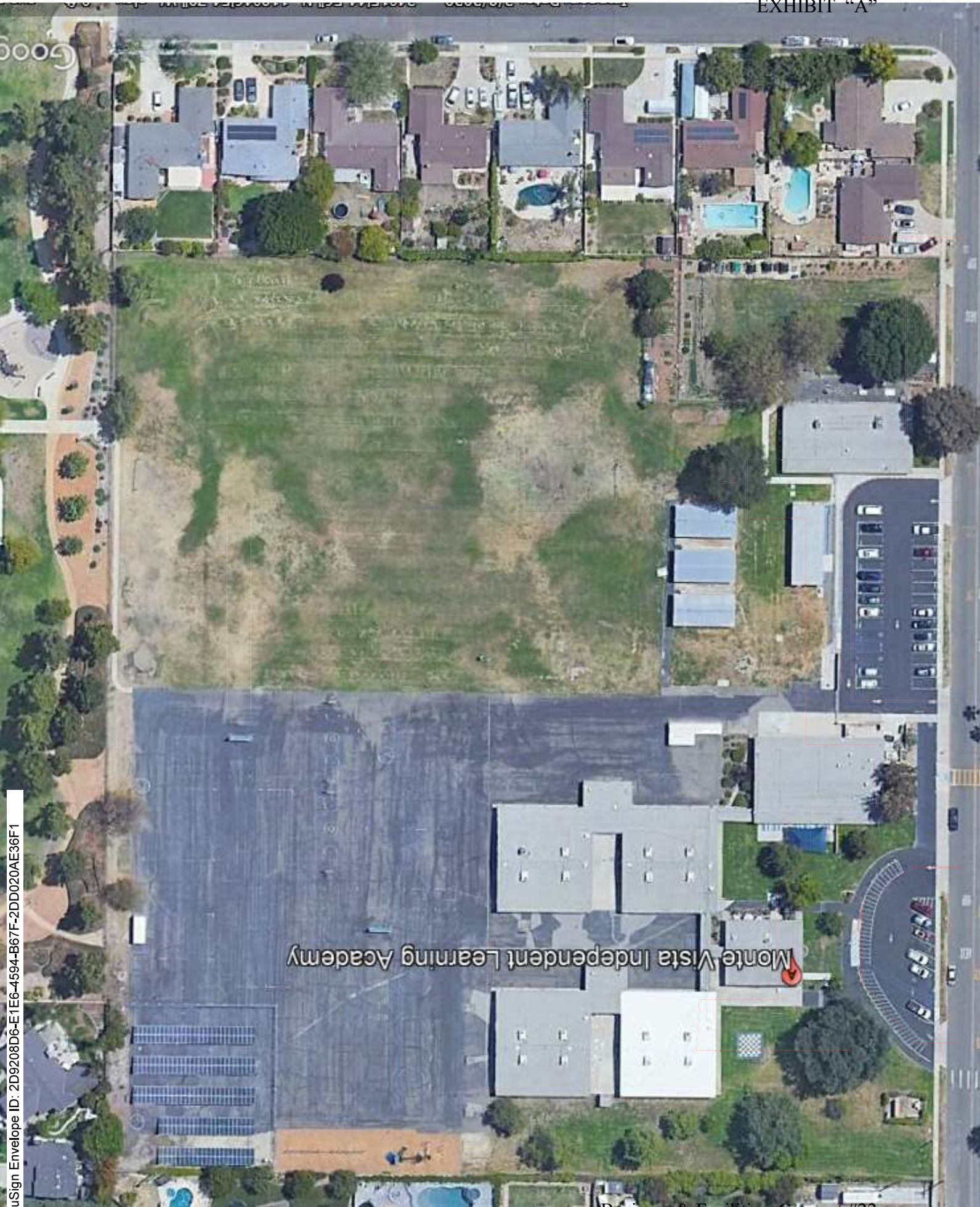
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175

PLANNING

Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170

CORPORATE SERVICES

Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190



TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

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

_____ **RRM Design Group** ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 7/29/2022 | 10:16 AM PDT

Contractor: Jeff Ferber

Signature: *Jeff Ferber*

Print Name: Jeff Ferber

Title: Principal in charge

DRUG-FREE WORKPLACE CERTIFICATION

I, Jeff Ferber, am the Principal in charge of
 (Print Name) [SimiGOV8350] (Title)

RRM Design Group

(Contractor Name)

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

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

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

Executed at San Luis Obispo this 27th day of July, 2022.
 (City and State)

Jeff Ferber
 (Signature)

Jeff Ferber
 (Printed or Typed Name)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Jeff Ferber the Principal in charge of
(Name) [SimiLAB3700] (Title)

RRM Design Group, declare, state and certify that:
(Contractor Name)

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

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

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

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

RRM Design Group
(Contractor Name)

By: Jeff Ferber
(Signature)

Jeff Ferber
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Jeff Ferber, am the Principal in charge of
 (Print Name) [SimiEDU45125-1] (Title)

RRM Design Group
 (Entity)

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

- I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts. As such, I understand that **any employee who interacts with students outside of the immediate supervision and control of the pupil's parent or guardian or a school district employee** has a valid criminal records summary as described in Education Code §44237, and has not been convicted of a felony as described in Education Code §45122.1.

Entity shall ensure District that Entity has a California Department of Justice issued ORI number under which Entity's employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's DOJ issued
ORI Number



A0546



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

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

- 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:
 - The fingerprints of each person identified on Attachment B-1 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - 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.
- Entity shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
- I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
- Entity and I understand that if the District determines that Entity 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.
- Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
- I am authorized to execute this Fingerprint Certificate on behalf of the Entity. 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 shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity'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 is performing work.

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

Executed at San Luis Obispo this 27th day of July, 2022.
 (City and State) [SimiEDU45125-1b]

Jeff Ferber
 (Signature)

Jeff Ferber

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; 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.

Chris Dufour

TBD

TBD

TBD

TBD

Certificate Of Completion

Envelope Id: 2D9208D6E1E64594B67F2DD020AE36F1

Status: Completed

Subject: Please DocuSign: R23-00750 RRM Design Monte Vista - PAA Agreement.pdf

Source Envelope:

Document Pages: 15

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

bondcontracts@simivalleyusd.org

Envelopeld Stamping: Enabled

IP Address: 207.157.143.2

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

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/27/2022 12:49:44 PM

bondcontracts@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**

Jeff Ferber

jcferber@rrmdesign.com

Principal

Security Level: Email, Account Authentication
(None)

Sent: 7/27/2022 12:54:08 PM

Viewed: 7/27/2022 2:02:30 PM

Signed: 7/29/2022 10:16:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.29.169.22

Electronic Record and Signature Disclosure:

Accepted: 7/29/2022 10:15:31 AM

ID: 365ec806-1576-4724-93dc-f29d2c1ddf31

Ron Todo

ron.todo@simivalleyusd.org

Associate Supt. Bus & Fac.

Simi Valley Unified School District - Facilities

Security Level: Email, Account Authentication
(None)

Sent: 7/29/2022 10:16:51 AM

Viewed: 8/1/2022 11:02:26 AM

Signed: 8/1/2022 11:02:31 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.41

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

7/27/2022 12:54:08 PM

Certified Delivered

Security Checked

8/1/2022 11:02:26 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2022 11:02:31 AM
Completed	Security Checked	8/1/2022 11:02:31 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

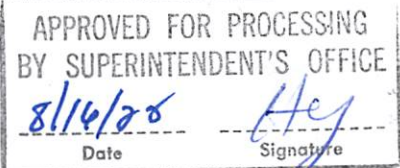
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 MODIFIED PREQUALIFICATION APPLICATION
FOR FORMALLY BID PUBLIC WORKS PROJECTS**

Business & Facilities
Consent #24

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 1, 2014, Public Contract Code 20111.6 became effective, and required school districts to adopt a uniform system of rating and prequalifying general contractors, mechanical, electrical, and plumbing subcontractors, (MEP Subcontractors) for state funded construction projects valued at \$1,000,000 and greater. On April 15, 2014, the Board of Education adopted a uniform system of rating bidders for projects valued at \$1,000,000 and greater, which requires periodic updating. The updated Prequalification Application for Projects valued at \$1,000,000 and greater was adopted by the Board of Education on June 14, 2022.

In the previous Prequalification Application, there was a provision that an applicant had to have an Experience Modification Rating (EMR) rating under 1.25%. This rating is provided by the Contractor's workers' compensation insurance company to determine if the contractor is less risky than the majority of other contractors. The current application is silent on this matter. By modifying the current application with the following verbiage, our current application will be similar to our previous application. Staff believes it is advantageous for the District to enter into agreements with contractors who maintain a favorable safety record.

"An EMR for the last three years is required. If it has been determined that your company Does Not Qualify (DNQ) or if your EMR for any of the three most recent years is 1.25 or greater, your application will be disqualified. However, if you feel the circumstances of the high EMR were beyond your control, you may provide a letter of explanation from your surety company for our consideration."

Fiscal Analysis

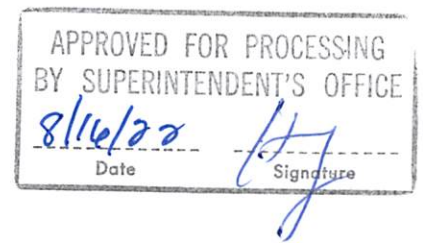
None

Recommendation

It is recommended the Board of Education approve the modification of the prequalification application for formally bid public works projects.

On a motion # 13 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, modification of the prequalification application for formally bid public works projects

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



TITLE: AWARD OF LEASE LEASEBACK CONTRACT

Business & Facilities
Information #1

August 16, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

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

On January 18, 2022 the Board of Education approved Neff Construction, Inc. as the Lease Leaseback Contractor for the projects at Simi Valley High School.

The RFP set forth the criteria, based on qualifications, fees, and the method in which the projects would be delivered.

The District requested a proposal from Neff Construction, Inc., for the following projects:

The Quad Landscape Improvements, Consent #10

After reviewing and negotiating the proposal, the proposal was deemed complete and qualified, and therefore the best value to the District