Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FOR THE 6.14.22 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: RATIFICATION OF PURCHASE OF SHADE STRUCTURES FOR THE SIMI VALLEY HIGH SCHOOL QUAD THROUGH MEASURE X FUNDING

Business & Facilities
Consent #12

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 13, 2022, the Associate Superintendent of Business & Facilities authorized the initiation of requisition R22-02899 to USA Shade for the purchase and installation of shade structures for the Simi Valley High School Quad. Staff determined the need for authorization prior to Board Approval in order to meet a projected summer installation timeline. The project involves the purchase and installation of five individual shades structures. Three of the individual shade structures are grouped together to form one large shaded area, while two of the individual shade structures are grouped to form another large shaded area.

Fiscal Analysis

Total price for the shade structures including product, tax, shipping, engineering, and installation is $192,337.85. USA Shade has a piggybackable bid available to the District through the Fullerton Union High School District, allowing for the purchase of the product without advertising for bids. The expenditure will be funded with Measure X Bond funds.

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

Recommendation

It is recommended that the Board of Education ratify the purchase of shade structures for the Simi Valley High School quad.

On a motion #204 by Trustee Jubran, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, the purchase of shade structures for the Simi Valley High School quad.

Ayes: LaBelle, Simonian, Jubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R23-00175 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT SERVICES AT SIMI VALLEY HIGH SCHOOL FOR THE CLASSROOM RENOVATION PROJECT

Business & Facilities
Consent #16

June 14, 2022
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 5, 2018 the Board of Education approved Ongoing Services Agreement A18.686 for hazardous materials consultant services with the firm of Clark Seif Clark, Inc. Services are needed for asbestos construction phase monitoring for abatement monitoring services in ten (10) classroom buildings for the Simi Valley High School Classroom Renovation Project.

Fiscal Analysis

The estimated cost for the hazardous materials consultant services Agreement No. R23-00175 (Exhibit "A") with the firm of Clark Seif Clark, Inc. is **$60,752.00.** The actual cost will be based on hazardous materials consultant services performed.

These services will be funded by Measure X.

Recommendation

This item is presented for Board of Education approval.

On a motion # 204 by Trustee Jubran, seconded by Trustee Bagdasarayan and carried by a vote of 5/0, the Board of Education, by roll-call vote, Agreement No. R23-00175 with Clark Seif Clark, Inc. for asbestos construction phase monitoring for abatement monitoring services for the Simi Valley High School Classroom Renovation Project.

LaBelle Motion

Ayes: Jubran Noes: 0 Absent: 0 Abstain: 0

Bagdasarayan Blazh

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AGREEMENT NO. R23-00175
PROJECT ASSIGNMENT AMENDMENT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of June 14, 2022.

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement A18.686 entitled Agreement for On-Going Hazardous Materials Consultant Services ("Agreement") generally establishing terms and conditions for the Hazardous Materials Consultant's services for Projects assigned by the District to the Hazardous Materials Consulting Firm for completion of Hazardous Materials Consultant Services.

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

NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provide Asbestos construction phase monitoring for Abatement Monitoring Services in 10 classroom buildings, including job walks, submittal process, on-site monitoring, TEM air clearance sampling project management, coordination and a final report. Provide other hazardous consultant services as needed for these renovations.

2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:
   Examination of the new improvement drawings related to the classrooms undergoing renovation. Perform testing for Asbestos and / or lead if additional testing is needed. Provide construction phase monitoring for proper abatement activities. Conduct job walks and evaluate contractor, as required, including bid documents, submittals, etc.. Provide a report containing laboratory test results. Provide a closeout report. Provide other Hazardous Materials Consultant work necessary for compliance with applicable regulations.

3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated June 3, 2019.

4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Sixty-Thousand Seven-Hundred Fifty-Two Dollars ($60,752.00) ("Assigned Project Contract Price").** See Exhibit A, for Fee Only. Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.

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5. Term of PAA & Adjustment to Contract Price. The District has established the start day as July 7, 2022 and completion September 30, 2023 as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.
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.

The District and Hazardous Materials Consulting Firm have executed this PAA as of the date set forth above.

"District"	"Hazardous Materials Consulting Firm"
SIMI VALLEY UNIFIED SCHOOL DISTRICT	**CLARK SEIF CLARK, INC.**
By: _____ 6/15/2022 | 3:33 PM PDT	By: _____ 6/7/2022 | 9:34 AM PDT
Ron Todo	Franco Seif
Title: Associate Superintendent Business & Facilities	Title: President / CEO

DR

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CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Exhibit A - For Fee Only

February 22, 2022

Ms. Robin Rickman
Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

Re: Simi Valley High School
Classroom Renovation Abatement Monitoring
5400 Cochran Street
Simi Valley, CA 93063

Dear Ms. Rickman:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform project management and supervision/asbestos air clearance services at the above-referenced property. Per our communication with you on May 11, 2022, we have acquired the technical requirements for this fee proposal. It is our understanding that there will be asbestos abatement in ten (10) classroom buildings with each building requiring approximately 3 days of oversight and clearance testing. Please refer to the scope of work hereunder.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is $60,752.00. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

FEE PROPOSAL

Table 1 – Estimated Cost

Description	Rate	Est. Units	Est. Cost
Project Manager	$190.00/Hour	40	$7600.00
Certified Asbestos Consultant (CAC)	$125.00/Hour	264	$33000.00
PCM Air - 24 Hr TAT	$20.00/Sample	100	$2000.00
TEM Air - 24 Hr TAT	$125.00/Sample	130	$16250.00
Clerical	$68.00/Hour	24	$1632.00
Mileage	$0.60/Sample	450	$270.00
	Total Estimated Costs		**$60,752.00**

CSC Initial _____

Client Initial _____

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SCOPE OF WORK

All asbestos-related services will be conducted by a Cal/OSHA-Certified Asbestos Consultant (CAC), and/or a Cal/OSHA-Certified Site Surveillance Technician (CSST) or AHERA-Certified Building Inspector under the direction of the CAC.

ACM-related services relevant to asbestos abatement activities will be provided. These services may include the following:

- Conduct job walks and evaluate contractor bid documents;
- Review contractor submittals, notifications and work plans;
- Project Management and coordination;
- Project on-site monitoring and supervision; and
- TEM air clearance sampling.

TERMS & CONDITIONS

Payments are due thirty (30) days from date of invoice.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting delinquent amount shall be paid by the client. In the event that the client requests termination of the work prior to completion of a report, Clark Seif Clark, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Clark Seif Clark, Inc. be made.

WARRANTY & LIABILITY

Clark Seif Clark Inc.'s services are performed, within the limits prescribed by its clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No warranty or representation, expressed or implied, is included or intended in its proposals, contracts, or reports.

Clark Seif Clark Inc.'s liability shall be limited to injury or loss caused by the negligence of Clark Seif Clark, Inc. and/or agents hereunder. Clark Seif Clark, Inc. has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at the site. Its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

CSC Initial _____ Client Initial _____

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CSC shall indemnify and hold harmless Owner and Client from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall be limited to claims resulting from CSC's performance of the Work as described in the scope of work of this Agreement and shall apply only to the extent that such claim or loss is caused by the negligent act or omission of CSC or it agents, employees, and/or subcontractors (if any). Owner and Client shall indemnify, defend and hold harmless CSC and its principals, officers, directors, agents, employees, and representatives from all damages, losses, or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, arising out of or in any way related to this Project, which are made or asserted against CSC or in which CSC is named as a party, and which do not result from the negligence or wrongful conduct of CSC. Notwithstanding the foregoing, nothing herein shall be construed to require either party to indemnify, defend or hold the other indemnified parties harmless from any claim to the extent arising from the sole negligence or willful misconduct of the indemnified parties. Each party's obligations hereunder shall survive the expiration or earlier termination of this Agreement until such time action against the other Indemnified Parties for all matters indemnified hereunder are fully barred by the applicable statutes of limitations.

Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,

Devon Charnley, CAC, CDPH
Project Manager

CSC Initial _____ Client Initial _____

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FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Franco Seif (Print Name) [SimiEDU45125-1], am the President/CEO (Title) of Clark Seif Clark, Inc. (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 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 issued ORI Number ➡ AG034 ⬅ **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, 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 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 providing CONTINUAL supervision and monitoring who is not identified on Attachment B-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 §45125.2, 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. 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 Los Angeles, CA (City and State) [SimiEDU45125-1b] this ____ day of 6/7/2022 | 9:34 AM PDT, 20____.

Franco Seif (Signature)

Franco Seif (Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, **providing CONTINUAL supervision and monitoring of ALL of Entity's 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.

Devon Charnley

Noah Cordova

Christian Goerrissen

Robert Clark

Zahid Iqbal

DocuSign

Certificate Of Completion

Envelope Id: 33E49703551644CABEF5145004E79258
Status: Completed
Subject: Please DocuSign: Clark Seif Clark, Inc. Agreement NO. R23-00175.pdf
Source Envelope:
Document Pages: 7
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 1
Bond Contracts
AutoNav: Enabled
bondcontracts@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.39
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/24/2022 9:35:52 AM
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
Franco Seif fseif@csceng.com Security Level: Email, Account Authentication (None)	Franco Seif Signature Adoption: Pre-selected Style Signed by link sent to fseif@csceng.com Using IP Address: 24.199.0.82	Sent: 5/24/2022 9:43:32 AM Resent: 6/7/2022 8:55:43 AM Viewed: 6/7/2022 9:21:21 AM Signed: 6/7/2022 9:34:10 AM
Electronic Record and Signature Disclosure: Accepted: 6/7/2022 9:21:21 AM ID: 7622a937-2422-4641-9fd1-dda8210a84ee		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	DR Signature Adoption: Pre-selected Style Signed by link sent to desiree.rask@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 6/7/2022 9:34:11 AM Viewed: 6/7/2022 10:40:53 AM Signed: 6/15/2022 1:50:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ron Todo ron.todo@simivalleyusd.org Associate Supt. Bus & Fac. Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	RT Signature Adoption: Uploaded Signature Image Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:50:11 PM Viewed: 6/15/2022 3:33:15 PM Signed: 6/15/2022 3:33:20 PM
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	5/24/2022 9:43:32 AM
Certified Delivered	Security Checked	6/15/2022 3:33:15 PM
Signing Complete	Security Checked	6/15/2022 3:33:20 PM
Completed	Security Checked	6/15/2022 3:33:20 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF MEMBER TO THE CITIZEN'S BOND OVERSIGHT COMMITTEE (CBOC) – MEASURE X

Business & Facilities
Consent #17

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In accordance with the requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions of Measure X Bond Funds. Their role is primarily an audit function with the responsibility to report to the public on the District's expenditures and consistency with the Measure X Bond.

Most of the current committee members are terming out, and new committee members are needed. The Committee shall consist of at least seven (7) members; one member shall be a parent or guardian of a child enrolled in the District, one member shall be active in PTA or school site council, one member shall be active in a local business organization, one member shall be from a senior citizens' organization, and one member shall be active in a bona-fide tax payers association. Other members are typically from the community at-large.

The application for serving on the committee was posted on the District's website. District staff solicited applications through an e-mail transmitted to all the parents in the District on December 2021, January 12, 2022 and February 16, 2022 for a person active in a local business organization. Staff has reviewed the applications, contacted and interviewed the applicants, and recommends the applicants presented below.

Recommendation

It is recommended that the Board of Education appoint the following member to the Citizens' Bond Oversight Committee (CBOC) for the Measure X Bond:

Lawrence Borovay, as the local business representative

On motion# 204 by Trustee Tubran, seconded by Trustee Bagdasaryan and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, the Approval of Member to the Citizen's Bond Oversight Committee (CBOC) – Measure X.

Ayes: LaBelle, Smollen, Tubran, Bagdasaryan, Clough Noes: 0 Absent: 0 Abstain: 0

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date
Signature

TITLE: APPROVAL OF AGREEMENT NO. R22-04439 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE QUAD PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #20

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Quad project at Simi Valley High School.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement R22-04439 with NV5 West, Inc. is estimated cost of $37,465.80 (Exhibit "A") for materials testing and inspection for of the Quad project at Simi Valley High School.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On a motion # 204 by Trustee Jubran, seconded by Trustee Baghdasaryan and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Agreement No. R22-04439 with NV5 West, Inc.

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

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PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R22-04439

SIMI VALLEY HS QUAD PROJECT TESTING AND INSPECTION SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of June 14, 2022.

Whereas, the District entered into a written Agreement entitled Agreement A18.453 for On-Going Laboratory of Record Services ("Agreement") which generally establishes the terms and conditions for the LOR's completion of Laboratory of Record Services.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description**. The Assigned Project is described as follows: **Provide construction phase materials testing and inspection services for the Quad project, at Simi Valley HS for an estimated total cost of $37,465.80 per the attached Proposal dated May 24, 2022 Attachment 1 – Fee Only. Start date June 15, 2022. Completion September 15, 2023.**
2. **Assigned Project Form 103** Not applicable to these testing services.
3. **Assigned Project LOR Services**. The LOR shall complete all of the tests/inspections for all construction materials as required by the plans, specifications, and applicable standards for the proper re-construction of the parking lots.
4. **Assigned Project Contract Price**. The Contract Price for completion of the Assigned Project LOR Services is based on the annual pricing schedule for tests/inspections performed for this Assigned Project.
5. **Agreement Terms**. All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District" SIMI VALLEY UNIFIED SCHOOL DISTRICT	"LOR" NV5 WEST, INC.
By: 6/15/2022 | 3:32 PM PDT	By: 6/1/2022 | 2:05 PM PDT
Ron Todo	Scott Moors
Title: Associate Superintendent Business & Facilities	Title: Vice President

DR

DocuSign Envelope ID: 70148F53-7B76-4A07-B5FE-F0D320DCBF40

Attachment A

NV5

May 24, 2022

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

Proposal No: 2022.06.0106
DSA No.: N/A
File No.: N/A

ATTENTION: Lori Rubenstein

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Simi Valley H.S. - Quad, 5400 Cochran St., Simi Valley, CA 93065**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate	Rate		Units	Total
Soil:				
Sr. Technician	$ 104.90	hr	80	$ 8,392.00
Maximum Density (soil)	$ 185.00	ea	1	$ 185.00
Maximum Density (base)	$ 210.00	ea	1	$ 210.00
Nuclear Gauge	$ 35.00	dy	15	$ 525.00
Field Vehicle	$ 55.00	dy	15	$ 825.00
Concrete:				
Concrete Batch Plant Inspection *(if required)*	$ 104.90	hr	40	$ 4,196.00
Concrete Inspection / Technician - (cast cylinders)	$ 104.90	hr	40	$ 4,196.00
Concrete compression tests (5 cyls. per set)	$ 20.00	ea	40	$ 800.00
Concrete cylinder pickup	$ 12.00	ea	40	$ 480.00
Non-Shrink Grout Inspection	$ 104.90	hr	16	$ 1,678.40
Non-Shrink Grout compression tests (sets of 3 ea.)	$ 35.00	ea	6	$ 210.00
Non-Shrink Grout sample pickup	$ 12.00	ea	6	$ 72.00
Reinforcing Steel Bend tests	$ 105.00	ea	2	$ 210.00
Reinforcing Steel Tensile tests	$ 105.00	ea	2	$ 210.00
Reinforcing Steel sampling	$ 104.90	hr	8	$ 839.20
Epoxy Inspection (including testing)	$ 104.90	hr	8	$ 839.20
Equipment - calibrated ram	$ 95.00	dy	1	$ 95.00
Anchor Installation (including testing)	$ 104.90	hr	8	$ 839.20
Equipment - torque wrench	$ 25.00	dy	2	$ 50.00
Masonry:				
Masonry Inspection *(periodic)*	$ 104.90	hr	40	$ 4,196.00
Grout Batch Plant Inspection *(if required)*	$ 104.90	hr	8	$ 839.20
Grout compression tests (sets of 4 ea.)	$ 30.00	ea	8	$ 240.00
Grout sample pickup	$ 12.00	ea	8	$ 96.00
Block Sampling (estimate only / based on location of supplier)	$ 104.90	hr	4	$ 419.60
Masonry Unit acceptance test includes absorption, compression, moisture content & unit weight	$ 585.00	set	1	$ 585.00
Core truck & operator	$ 195.00	hr	4	$ 780.00
Masonry core shear test	$ 105.00	ea	2	$ 210.00

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Structural Steel:					
Shop Welding Inspection (incls. material ID)	$ 88.00	hr	16	$	1,408.00
Field Welding Inspection *(if required)*	$ 104.90	hr		$	-
Engineering	$ 160.00	hr	24	$	3,840.00
	TOTAL:			**$**	**37,465.80**

Assumptions:

1 Fee estimate is provided from plans provided by Owner's representative.

2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with NV5's MSA with SVUSD. Prevailing Wages apply.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Carol Harrison
Client Service Manager

Reviewed By,

Scott Moors, CEG 1901
Vice President

DocuSign

Certificate Of Completion

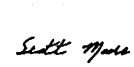
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bondcontracts@simivalleyusd.org
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Ron Todo ron.todo@simivalleyusd.org Associate Supt. Bus & Fac. Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:50:56 PM Viewed: 6/15/2022 3:32:28 PM Signed: 6/15/2022 3:32:33 PM
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Electronic Record and Signature Disclosure		

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R22-04441 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE EAST AND WEST QUAD PROJECTS AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #21

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Quad projects at Royal High School.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement R22-04441 with NV5 West, Inc. is estimated cost of $43,250.80 (Exhibit "A") for materials testing and inspection for of the Quad projects at Royal High School.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On a motion # 204 by Trustee Jubran, seconded by Trustee Baghdasarian and carried by a vote of 5 | 0, the Board of Education approved, by roll-call-vote, Agreement No. R22-04441 with NV5 West, Inc.

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

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PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R22-04441

ROYAL HS QUAD PROJECTs TESTING AND INSPECTION SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of June 14, 2022.

Whereas, the District entered into a written Agreement entitled Agreement A18.453 for On-Going Laboratory of Record Services ("Agreement") which generally establishes the terms and conditions for the LOR's completion of Laboratory of Record Services.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description**. The Assigned Project is described as follows: **Provide construction phase materials testing and inspection services for the East and West Quad projects, at Royal HS for an estimated total cost of $43,250.80 per the attached Proposal dated May 24, 2022 Attachment 1 – Fee Only. Start date June 16, 2022. Completion October 15, 2023.**
2. **Assigned Project Form 103** Not applicable to these testing services.
3. **Assigned Project LOR Services**. The LOR shall complete all of the tests/inspections for all construction materials as required by the plans, specifications, and applicable standards for the proper re-construction of the parking lots.
4. **Assigned Project Contract Price**. The Contract Price for completion of the Assigned Project LOR Services is based on the annual pricing schedule for tests/inspections performed for this Assigned Project.
5. **Agreement Terms**. All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District" SIMI VALLEY UNIFIED SCHOOL DISTRICT	"LOR" NV5 WEST, INC.
By: 6/15/2022 | 3:32 PM PDT	By: 6/1/2022 | 2:05 PM PDT
Ron Todo	Scott Moors
Title: Associate Superintendent Business & Facilities	Title: Vice President

DR

DocuSign Envelope ID: 7A75733A-D305-4C81-9BB9-72FAA549DAC7

Attachment A

May 24, 2022

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

Proposal No: 2022.06.0105
DSA No.: N/A
File No.: N/A

ATTENTION: Lori Rubenstein

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Royal High School - Quad, 1420 Royal Ave., Simi Valley, CA 93065**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate	Rate		Units	Total
Soil:				
Sr. Technician	$ 104.90	hr	80	$ 8,392.00
Maximum Density (soil)	$ 185.00	ea	1	$ 185.00
Maximum Density (base)	$ 210.00	ea	1	$ 210.00
Nuclear Gauge	$ 35.00	dy	15	$ 525.00
Field Vehicle	$ 55.00	dy	15	$ 825.00
Concrete:				
Concrete Batch Plant Inspection *(if required)*	$ 104.90	hr	20	$ 2,098.00
Concrete Inspection / Technician - (cast cylinders)	$ 104.90	hr	20	$ 2,098.00
Concrete compression tests (5 cyls. per set)	$ 20.00	ea	40	$ 800.00
Concrete cylinder pickup	$ 12.00	ea	40	$ 480.00
Non-Shrink Grout Inspection	$ 104.90	hr	16	$ 1,678.40
Non-Shrink Grout compression tests (sets of 3 ea.)	$ 35.00	ea	20	$ 700.00
Non-Shrink Grout sample pickup	$ 12.00	ea	15	$ 180.00
Reinforcing Steel Bend tests	$ 105.00	ea	2	$ 210.00
Reinforcing Steel Tensile tests	$ 105.00	ea	2	$ 210.00
Reinforcing Steel sampling	$ 104.90	hr	8	$ 839.20
Epoxy Inspection (including testing)	$ 104.90	hr	24	$ 2,517.60
Equipment - calibrated ram	$ 95.00	dy	2	$ 190.00
Anchor Installation (including testing)	$ 104.90	hr	12	$ 1,258.80
Equipment - torque wrench	$ 25.00	dy	3	$ 75.00
Masonry:				
Masonry Inspection *(periodic)*	$ 104.90	hr	56	$ 5,874.40
Grout Batch Plant Inspection *(if required)*	$ 104.90	hr	16	$ 1,678.40
Grout compression tests (sets of 4 ea.)	$ 30.00	ea	16	$ 480.00
Grout sample pickup	$ 12.00	ea	16	$ 192.00
Block Sampling (estimate only / based on location of supplier)	$ 104.90	hr	4	$ 419.60
Masonry Unit acceptance test includes absorption, compression, moisture content & unit weight	$ 585.00	set	2	$ 1,170.00
Core truck & operator	$ 195.00	hr	4	$ 780.00
Masonry core shear test	$ 105.00	ea	2	$ 210.00

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Structural Steel:					
Shop Welding Inspection (incls. material ID)	$ 88.00	hr	32	$	2,816.00
Field Welding Inspection	$ 104.90	hr	16	$	1,678.40
Engineering	$ 160.00	hr	28	$	4,480.00
	TOTAL:			**$**	**43,250.80**

Assumptions:

1 Fee estimate is provided from plans provided by Owner's representative.

2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with NV5's MSA with SVUSD. Prevailing Wages apply.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Carol Harrison
Client Service Manager

Reviewed By,

Scott Moors, CEG 1901
Vice President

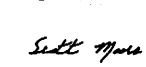
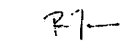
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Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R22-04440 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE SHADE STRUCTURE PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #22

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Shade Structure project at Simi Valley High School.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement R22-04440 with NV5 West, Inc. is estimated cost of $30,220.60 (Exhibit "A") for materials testing and inspection for of the Shade Structure project at Simi Valley High School, including implant inspections at the Texas facility, as required by the Division of State Architect.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On a motion # 204 by Trustee Jubran, seconded by Trustee Bagdasaryan and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Agreement No. R22-04440 with NV5 West, Inc.

LaBelle
Smolion

Ayes: Jubran Noes: 0 Absent: 0 Abstained: 0

Bagdasaryan
Blough

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PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R22-04440

SIMI VALLEY HS SHADE STRUCTURE PROJECT TESTING AND INSPECTION SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of June 14, 2022.

Whereas, the District entered into a written Agreement entitled Agreement A18.453 for On-Going Laboratory of Record Services ("Agreement") which generally establishes the terms and conditions for the LOR's completion of Laboratory of Record Services.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description**. The Assigned Project is described as follows: **Provide construction phase materials testing and inspection services for the Shade Structure at Simi Valley HS, including implant inspection at the Texas facility, as required by DSA, for an estimated total cost of $30,220.60 per the attached Proposal dated May 24, 2022 Attachment 1 – Fee Only. Start date June 15, 2022. Completion DSA Closeout.**
2. **Assigned Project Form 103** is applicable to these testing services.
3. **Assigned Project LOR Services**. The LOR shall complete all of the tests/inspections for all construction materials as required by the plans, specifications, and applicable standards for the proper re-construction of the parking lots.
4. **Assigned Project Contract Price**. The Contract Price for completion of the Assigned Project LOR Services is based on the annual pricing schedule for tests/inspections performed for this Assigned Project.
5. **Agreement Terms**. All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District" **SIMI VALLEY UNIFIED SCHOOL DISTRICT**	**"LOR"** **NV5 WEST, INC.**
By: 6/15/2022 | 3:32 PM PDT	By: 6/1/2022 | 2:06 PM PDT
Ron Todo	Scott Moors
Title: Associate Superintendent Business & Facilities	Title: Vice President

DR

DocuSign Envelope ID: 0D04917E-7FB6-4424-AE34-D0E2708DDC98

Attachment A

NV5

May 24, 2022

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

Proposal No: 2022.06.0116
DSA No.: 03-122273
File No.: 56-34

ATTENTION: Lori Rubenstein

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Simi Valley H.S. - Shade Structures, 5400 Cochran St., Simi Valley, CA 93065**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate	Rate		Units	Total
Soil:				
Sr. Technician	$ 104.90	hr	36	$ 3,776.40
Maximum Density (soil)	$ 185.00	ea	1	$ 185.00
Maximum Density (base)	$ 210.00	ea	1	$ 210.00
Nuclear Gauge	$ 35.00	dy	5	$ 175.00
Field Vehicle	$ 55.00	dy	5	$ 275.00
Concrete: ***(including light poles)***				
Concrete Batch Plant Inspection	$ 104.90	hr	24	$ 2,517.60
Concrete Inspection / Technician - (cast cylinders)	$ 104.90	hr	24	$ 2,517.60
Concrete compression tests (5 cyls. per set)	$ 20.00	ea	20	$ 400.00
Concrete cylinder pickup	$ 12.00	ea	20	$ 240.00
Reinforcing Steel Bend tests	$ 105.00	ea	3	$ 315.00
Reinforcing Steel Tensile tests	$ 105.00	ea	3	$ 315.00
Reinforcing Steel sampling	$ 104.90	hr	8	$ 839.20
Epoxy Inspection (including testing) *(if required)*	$ 104.90	hr	8	$ 839.20
Equipment - calibrated ram	$ 95.00	dy	1	$ 95.00
Anchor Installation (including testing)	$ 104.90	hr	4	$ 419.60
Equipment - torque wrench	$ 25.00	dy	1	$ 25.00
Structural Steel:				
Shop Inplant Fabrication Inspector - welding & fabric certification (USA Shade Structure, Dallas, Texas)	$ 88.00	hr	128	$ 11,264.00
Ultrasonic Testing / Mag Particle *(if required)*	$ 98.00	hr	4	$ 392.00
DSA 291 & 293 (+ interim)	$ 395.00	ea	4	$ 1,580.00
Engineering	$ 160.00	hr	24	$ 3,840.00
	TOTAL:			**$ 30,220.60**

Assumptions:

1 Fee estimate is provided from plans provided by Owner's representative.

2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with NV5's MSA with SVUSD. Prevailing Wages apply.

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NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Carol Harrison
Client Service Manager

Reviewed By,

Scott Moors, CEG 1901
Vice President

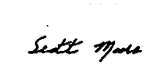
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APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AMENDMENT 1 TO AGREEMENT R21-03171 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC. FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR THE MODERNIZATION OF THE GIRLS' LOCKER ROOMS AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #23

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District would like to modernize the Girls' locker rooms at Simi Valley High School. The firm of Amador-Whittle Architects, Inc. can provide the necessary design, DSA plan check, and construction administration services.

Fiscal Analysis

	Costs
Architectural services for the modernization of the Girls' Locker Room	$169,656.04
Amendment #1 (See Exhibit A)	$ 5,869.42
Total:	**$175,525.46**

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Amendment 1 to Agreement No. R21-03171 for preparation of plans & specifications for the modernization of the Girls' locker rooms at Simi Valley High School.

On a motion # 2Q4 by Trustee Jubran, seconded by Trustee Bagdasarayan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Amendment 1 to Agreement No. R21-03171 with the firm of Amador Whittle Architects, Inc.

Ayes: LaMoglie, Smollen, Jubran, Bagdasarayan, Blough Noes: 0 Absent: 0 Abstained: 0

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

AMENDMENT

Project Name:	Girls Locker Building	Amendment #:	1
Site:	Simi Valley High School	Board Date:	14-Jun-22
To (Architect):	Amador Whittle Architects, Inc.	Bid #:	
Address:	28328 Agoura Road Suite 203 Agoura Hills, cA 91301	Requistion #:	R21-03171
		P.O. #:	

THE CONTRACT IS CHANGED AS FOLLOWS:
District requested additional scope of work:
Interior rendering of the locker room building. The Architect will provide color revisions as required, as well as particpate and attend meetings at the Didtrict's request. See Attachement A for Fee Only

DocuSign Envelope ID: F6C6B59D-91A6-42B5-BC3F-BFBBFBA36882

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount			Adjustment to Contract Schedule	
Original Contract Amount:	$	169,656.04	Original Contract Duration:	N/A
Total Prior Change Orders:	$	-	Original Completion Date:	February 15, 2022
Contract Sum Prior to this Change Order:	$	169,656.04	Total Approved Time Extension to Date:	September 15, 2023
Amount of this Change Order:	$	5,869.42	Adjustment per this Change Order:	
Revised Contract Amount:	$	175,525.46	New Completion Date:	September 15, 2023
% for this Change Order		3.46%		

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

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

Contractor	Signature [SimiPCC20118]	Date
Architect	Jean Amador Signature	5/25/2022 | 4:44 PM PDT Date
Project Coordinator	Marc Cunningham Signature	5/26/2022 | 11:54 AM PDT Date
JEFF KIPP Construction Project Manager	Jeff Kipp Signature	5/26/2022 | 12:01 PM PDT Date
LORI RUBENSTEIN Bond Program Manager	LORI RUBENSTEIN Signature	5/26/2022 | 12:11 PM PDT Date
RON TODO Associate Superintendent, Business & Facilities	R.T. Signature	6/15/2022 | 3:31 PM PDT Date

DR

DocuSign Envelope ID: F6C6B59D-91A6-42B5-BC3F-BFBBFBA36882

AMADOR

May 09, 2022

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

Attention: Pedro Avila, Director of Facilities & Planning

Project: Simi Valley High School Girls Locker Building

Subject: A/E Fee Proposal Additional Services Rendering

Dear Mr. Avila:

In accordance with your Request for Proposal, we are providing this proposal for the referenced project. This A/E Fee Proposal is for Simi Valley High School Interior Rendering of Proposed Girls Locker Room Building. One rendering view with an additional revision color option rendered.

The Architect shall attend and participate in meetings at the district's request, while the project is being developed and a final meeting of the schematic design for review purposes.

This proposal is based on the work will be contracted under Amador Whittle Architects, Inc/ Simi Valley Unified School District Agreement A20.043 for On-Going Architectural Services with a Project Assignment Amendment (PAA) to Girls Locker Building R21-02171.

PROPOSAL

We propose a Fixed Fee of **Fifty- Eight Hundred and Sixty-Nine Dollars ($ 5,869.42)** broken down as follows:

Principal	08 hours	x	$ 188.78	= $	1,510.24
Senior Architect	00	x	153.69	=	00
Architect	00	x	134.64	=	00
Designer	42	x	103.79	=	4,359.18
AWA TOTAL				=	**5,869.42**

Our scope of services does not include printing.

Thank you for giving us this opportunity to be of service to the Simi Valley Unified School District. Please call us with any questions.

Sincerely,
AMADOR WHITTLE ARCHITECTS, INC.
Jean Amador
Jean A. Amador AIA, Principal

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301
Office 805 530-3938 or (818) 874-0071
www.AWAarchitect.com

DocuSign

Certificate Of Completion

Envelope Id: F6C6B59D91A642B5BC3FBFBBFBA36882
Status: Completed
Subject: Please DocuSign: Amendment 1 -Simi Girls Locker Rm.pdf
Source Envelope:
Document Pages: 3
Signatures: 5
Envelope Originator:
Certificate Pages: 6
Initials: 1
Bond Contracts
AutoNav: Enabled
bondcontracts@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/25/2022 1:25:20 PM
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
Jean Amador jean@amador.team Security Level: Email, Account Authentication (None)	Jean Amador Signature Adoption: Pre-selected Style Signed by link sent to jean@amador.team Using IP Address: 173.197.161.62	Sent: 5/25/2022 1:44:26 PM Viewed: 5/25/2022 4:43:37 PM Signed: 5/25/2022 4:44:27 PM
Electronic Record and Signature Disclosure: Accepted: 5/25/2022 4:43:37 PM ID: 6f92f6e9-d6ea-4f57-8246-8c963d37d4af		
Marc Cunningham marc.cunningham@simivalleyusd.org Security Level: Email, Account Authentication (None)	Marc Cunningham Signature Adoption: Pre-selected Style Signed by link sent to marc.cunningham@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 5/25/2022 4:44:28 PM Viewed: 5/26/2022 11:12:58 AM Signed: 5/26/2022 11:54:43 AM
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Jeff Kipp jeffery.kipp@simivalleyusd.org Security Level: Email, Account Authentication (None)	Jeff Kipp Signature Adoption: Pre-selected Style Signed by link sent to jeffery.kipp@simivalleyusd.org Using IP Address: 207.157.143.39	Sent: 5/26/2022 11:54:44 AM Viewed: 5/26/2022 12:00:15 PM Signed: 5/26/2022 12:01:24 PM
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Signer Events	Signature	Timestamp
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	LORI RUBENSTEIN Signature Adoption: Pre-selected Style Signed by link sent to lori.rubenstein@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 5/26/2022 12:01:26 PM Viewed: 5/26/2022 12:11:24 PM Signed: 5/26/2022 12:11:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	DR Signature Adoption: Pre-selected Style Signed by link sent to desiree.rask@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 5/26/2022 12:11:33 PM Viewed: 6/15/2022 1:51:19 PM Signed: 6/15/2022 1:51:25 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ron Todo ron.todo@simivalleyusd.org Associate Supt. Bus & Fac. Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	R-T Signature Adoption: Uploaded Signature Image Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:51:26 PM Viewed: 6/15/2022 3:31:54 PM Signed: 6/15/2022 3:31:59 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/15/2022 3:31:59 PM
Completed	Security Checked	6/15/2022 3:31:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date
Signature

TITLE: APPROVAL OF AMENDMENT 1 TO AGREEMENT R21-03169 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC. FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR THE MODERNIZATION OF THE BOYS' LOCKER ROOM AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #24

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District would like to modernize the Boys' locker rooms at Simi Valley High School. The firm of Amador-Whittle Architects, Inc. can provide the necessary design, DSA plan check, and construction administration services.

Fiscal Analysis

	Costs
Architectural services for the modernization of the Boys' Locker Room	$169,656.04
Amendment #1 (See Exhibit A)	$ 5,869.42
Total:	**$175,525.46**

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Amendment 1 to Agreement No. R21-03169 for preparation of plans & specifications for the modernization of the Boys' locker rooms at Simi Valley High School.

On a motion #204 by Trustee Yubran, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Amendment 1 to Agreement No. R21-03169 with the firm of Amador Whittle Architects, Inc.

Ayes: LaBelle, Strobel, Yubran, Bagdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

AMENDMENT

Project Name:	Boys Locker Building	Amendment #:	1
Site:	Simi Valley High School	Board Date:	14-Jun-22
To (Architect):	Amador Whittle Architects, Inc.	Bid #:	
Address:	28328 Agoura Road Suite 203 Agoura Hills, cA 91301	Requistion #:	R21-03169
		P.O. #:	

THE CONTRACT IS CHANGED AS FOLLOWS:
District requested additional scope of work:
Interior rendering of the locker room building. The Architect will provide color revisions as required, as well as particpate and attend meetings at the Didtrict's request. See Attachement A for Fee Only

DocuSign Envelope ID: 14F2B959-735D-4C9C-8BD3-535AB1D936FF

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount			Adjustment to Contract Schedule	
Original Contract Amount:	$	169,656.04	Original Contract Duration:	N/A
Total Prior Change Orders:	$	-	Original Completion Date:	February 15, 2022
Contract Sum Prior to this Change Order:	$	169,656.04	Total Approved Time Extension to Date:	September 15, 2023
Amount of this Change Order:	$	5,869.42	Adjustment per this Change Order:	
Revised Contract Amount:	$	175,525.46	New Completion Date:	September 15, 2023
% for this Change Order		3.46%		

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

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

Contractor	Signature [SimiPCC20118]	Date
Architect	Jean Amador Signature	5/25/2022 | 4:45 PM PDT Date
Project Coordinator	Marc Cunningham Signature	5/26/2022 | 11:55 AM PDT Date
JEFF KIPP Construction Project Manager	Jeff Kipp Signature	5/26/2022 | 12:10 PM PDT Date
LORI RUBENSTEIN Bond Program Manager	LORI RUBENSTEIN Signature	5/26/2022 | 12:11 PM PDT Date
RON TODO Associate Superintendent, Business & Facilities	RT Signature	6/15/2022 | 3:31 PM PDT Date

DR

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Attachment A- Fee Only

AMADOR

May 09, 2022

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

Attention: Pedro Avila, Director of Facilities & Planning

Project: Simi Valley High School Boys Locker Building

Subject: A/E Fee Proposal Additional Services Rendering

Dear Mr. Avila:

In accordance with your Request for Proposal, we are providing this proposal for the referenced project. This A/E Fee Proposal is for Simi Valley High School Interior Rendering of Proposed ~~Girls~~ Boys Locker Room Building. One rendering view with an additional revision color option rendered.

The Architect shall attend and participate in meetings at the district's request, while the project is being developed and a final meeting of the schematic design for review purposes.

This proposal is based on the work will be contracted under Amador Whittle Architects, Inc/ Simi Valley Unified School District Agreement A20.043 for On-Going Architectural Services with a Project Assignment Amendment (PAA) to Boys Locker Building R21-03169.

PROPOSAL

We propose a Fixed Fee of **Fifty- Eight Hundred and Sixty-Nine Dollars ($ 5,869.42)** broken down as follows:

Principal	08 hours	x	$ 188.78	= $	1,510.24
Senior Architect	00	x	153.69	=	00
Architect	00	x	134.64	=	00
Designer	42	x	103.79	=	4,359.18
AWA TOTAL				=	**5,869.42**

Our scope of services does not include printing.

Thank you for giving us this opportunity to be of service to the Simi Valley Unified School District. Please call us with any questions.

Sincerely,
AMADOR WHITTLE ARCHITECTS, INC.
Jean Amador
Jean A. Amador AIA, Principal

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301
Office 805 530-3938 or (818) 874-0071
www.AWAarchitect.com

DocuSign

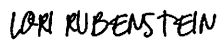
Certificate Of Completion

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Source Envelope:
Document Pages: 3
Signatures: 5
Envelope Originator:
Certificate Pages: 6
Initials: 1
Bond Contracts
AutoNav: Enabled
bondcontracts@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

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Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
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Marc Cunningham marc.cunningham@simivalleyusd.org Security Level: Email, Account Authentication (None)	Marc Cunningham Signature Adoption: Pre-selected Style Signed by link sent to marc.cunningham@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 5/25/2022 4:45:31 PM Viewed: 5/26/2022 11:55:12 AM Signed: 5/26/2022 11:55:27 AM
Electronic Record and Signature Disclosure: Accepted: 5/26/2022 11:55:12 AM ID: 59989ff9-a249-40e2-a238-4f5b8222f3bb		
Jeff Kipp jeffery.kipp@simivalleyusd.org Security Level: Email, Account Authentication (None)	Jeff Kipp Signature Adoption: Pre-selected Style Signed by link sent to jeffery.kipp@simivalleyusd.org Using IP Address: 207.157.143.39	Sent: 5/26/2022 11:55:29 AM Viewed: 5/26/2022 12:09:45 PM Signed: 5/26/2022 12:10:05 PM
Electronic Record and Signature Disclosure: Accepted: 10/19/2021 2:55:24 PM ID: 567fc118-cc2d-4f39-a3a6-6631fdc761ca		

Signer Events	Signature	Timestamp
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to lori.rubenstein@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 5/26/2022 12:10:07 PM Viewed: 5/26/2022 12:10:54 PM Signed: 5/26/2022 12:11:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to desiree.rask@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 5/26/2022 12:11:10 PM Viewed: 6/15/2022 1:51:35 PM Signed: 6/15/2022 1:51:40 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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 Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:51:41 PM Viewed: 6/15/2022 3:31:37 PM Signed: 6/15/2022 3:31:46 PM
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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Signing Complete	Security Checked	6/15/2022 3:31:46 PM
Completed	Security Checked	6/15/2022 3:31:46 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
4/14/22
Date Signature

TITLE: APPROVAL TO PURCHASE QUALITY BIDDERS SOFTWARE AND SERVICE THROUGH MEASURE X FUNDING

Business & Facilities
Consent #26

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Public Contract Code section 20111.6 requires the governing board of a school district with an average daily attendance of two thousand five hundred (2,500) or more to prequalify bidders for public works projects using funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds received from any future state school bond for a public project with a projected expenditure of one million dollars ($1,000,000) or more. Education Code section 17406 requires the same prequalification of bidders for public works projects of any expenditure awarded on a competitive solicitation process to the proposer providing the best value, commonly referred to as Lease-Leaseback. Bidders include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors (licensed pursuant to Section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses).

As bidders must continue to prequalify annually, the process of prequalification review is time consuming. Solution providers exist with digital web-based platforms designed to facilitate the prequalification process for both bidders and school districts.

The Bond Program Manager and the Director of Purchasing have evaluated three such platforms with summarization shown below.

Provider	Summary
Bonfire	Platform allows for District's predefined answers to questions, with specific answer selected by bidder to be awarded a certain number of points.
Planet Bids	Platform provides digital storage of bidder's response to questions, for later review by District.
Quality Bidders	Platform provides analysis based upon bidder responses, computing a recommended prequalified project threshold applicable to the bidder. Provider offers a secondary service whereby Provider's staff review bidder's application and apply additional criteria required by District.

On a motion # 20f by Trustee Jubran, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of Quality Bidders software and service.

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

Staff has determined that the analysis and secondary service offered by Quality Bidders, detailed above, provides the District with a cost effective, standardized prequalification process that will help ensure that the District prequalifies responsible bidders.

The specific prequalification questionnaires staff recommends are being presented under Action Item #8 for Board of Education approval.

Fiscal Analysis

The annual fee for the Quality Bidders software and service is ten thousand fine hundred dollars ($10,500.00) and a per bidder application review fee of one hundred fifteen dollars ($115.00). The expenditure will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education approve the purchase of Quality Bidders software and service.

Quality Bidders℠ Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on JUNE 14, 2022 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and Simi Valley Unified School District, having its principal place of business at 101 West Cochran Street, Simi Valley, California 93065, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Quality Bidders℠ software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement,

even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed with written agreement of both parties.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.

Lettie Boggs

Lettie Boggs, CEO

May 26, 2022
Date

01-0679534
Federal I.D.#

Simi Valley Unified School District

Name

Asst. Superintendent
Title Business & Facilities

6/28/2022
Date

EXHIBIT A
Quality Bidders℠ Software Services

During the term of this Agreement, Colbi will provide Quality Bidders℠ software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30-day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality Bidders℠
- Live phone support during normal business hours (Pacific Standard Time)[1].
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

- One-Time Implementation Fee: Waived
- Annual Software Service Fee: $10,500 per year
- Pre-Qualification Application Review Fees: Billed at $115 per application marked ready for approval not to exceed 350 contractors per year.
    - Colbi will review submitted applications including, submitted financials, license and registration, and will conduct reference checks using standardized questions for a minimum of two recently completed projects. Colbi will document review and reference checks and mark each application as ready for final determination by the Customer based on score.
    - Colbi will send out the annual notice to contractors each November inviting contractors to sign up for CUPCCAA.

Service Commencement Date: July 1, 2022

Availability

Colbi commits to 99.9% uptime and availability of Quality Bidders℠ software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Quality Bidders℠ software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
    - Quality Bidders℠ software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
    - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
    - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
    - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.

[1] Excludes weekends and holidays.

- Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
  - Minor bug fixes.
  - An incident with little impact on data or user experience and can be handled on a scheduled basis.
  - Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays[2])
  - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM Monday - Friday, weekends, and holidays[5]
  - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to qbsupport@colbitech.com
  - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours.
  - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
  - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Quality Bidders℠ may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1st and 3rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3rd Saturday 10PM Sat thru 10AM Sun PST

[2] Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If a holiday falls on a weekend, an adjacent weekday is observed as a holiday.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: **APPROVAL OF AGREEMENT NO. 003285-374-F BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ONGOING ARCHITECTURAL SERVICES FOR PROJECTS THROUGHOUT THE DISTRICT**

Business & Facilities
Consent #31

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the District. HMC 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 003285-374-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 HMC Architects agreement 003285-374-F.

On a motion # 204 by Trustee Jubran, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. 003285-374-F with HMC Architects.

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

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

HMC Architects

#003285-374F

June 14, 2022

DocuSign Envelope ID: 6CA03513-143F-4F93-8B06-0FF30D3696D2

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made as of June 14, 2022, between the **Simi Valley Unified School District**, a California public school district, ("District") and **HMC Architects** ("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-Builts")**: 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

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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: Brian Meyers or Hal Hart

Project Designer: Brian Nichols

Senior Project Manager: Bill Denis

Project Manager: Jon Leung

Project Designer: Sergio Lechuga

Construction Administer: Jeff Pitts

Major Consultants:

Electrical: Glumac Electrical Engineers

Mechanical: Glumac Mechanical / Plumbing Engineers

Structural: KNA Structural Engineering

Civil: PSOMAS

Landscape: Jordon Gilbert Bain Landscape Architects

Other: Glumac – Fire Sprinkler / Low Voltage

Other: Waveguide – Technology

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.

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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)

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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 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

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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.

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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:	**Architect:**
Simi Valley Unified School District	HMC Architects
101 West Cochran Street	ADDRESS: 3546 Concours Street
Simi Valley, CA 93065	Ontario, CA 91764
ATTN: Lori Rubenstein,	ATTN: Brian Meyers
Bond Program Manager	PHONE: 909-989-9979
(661) 294-5300	EMAIL:
lori.rubenstein@simivalleyusd.org	brian.meyers@hmcarchitects.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

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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.

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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: 6/15/2022 | 3:30 PM PDT, 2022

By: R.T.

Print Name: Ron Todo

Title: Associate Superintendent Business and Facilities

HMC Architects

Date: 6/8/2022 | 10:05 AM PDT, 2022

By: Brian Meyers

Print Name: Brian Meyers

Title: Principal / Pre-K Leader

BC

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FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, _____, am the _____ of _____. I declare, state, and certify all of the following:

(Print Name) [SimiEDU45125-1] (Title) (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.

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DRUG-FREE WORKPLACE CERTIFICATION

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

_____
(Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

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

      i. The dangers of drug abuse in the workplace;

      ii. Contractor's policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

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

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

Executed at_____ this ____day of _____, 20____.

(City and State)

_____

(Signature)

_____

(Printed or Typed Name)

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NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA

COUNTY OF _____

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

(Typed or Printed Name) [SimiPCC7106]

the _____ of _____, the party submitting

(Title) (Bidder Name)

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

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

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

(City, County and State)

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

_____

(Signature)

_____

(Name Printed or Typed)

Simi Valley Schools
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

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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	

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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: _____

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EXHIBIT "A"
MASTER AGREEMENT #003285-374F

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

Unless specifically noted otherwise in the approved Project Assignment Amendment, the Architect shall provide all Services set forth in this Exhibit for each Project covered by a Project Assignment Amendment.

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Pursuant to the standard of care, Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any known or discovered errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,

    a. Physical characteristics;

    b. Legal limitations and utility locations for the Project site(s);

    c. Written legal description(s) of the Project site(s);

    d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

    e. Adjacent drainage;

    f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

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g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

i. Surveys, reports, as-built drawings, record drawings; and

j. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.

6. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the District standards for facilities and construction at such time as they are adopted.

7. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

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8. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

9. **General Requirements.** 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.

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.

b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

b. Review DSA codes pertaining to the proposed Project design.

c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

e. Administer Project as required to coordinate work with the District and among Consultants.

f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. Construction Cost Budget

a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.

(ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.

(iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

(v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, by the District or the District's Governing Board, the summary and detail of work involved in a Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

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5. **Deliverables and Numbers of Copies**

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in, Word, etc. as appropriate including, but not limited to:

a. The Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

b. The Site Plan;

c. The revised Construction Cost Budget;

d. The final Schedule of Services;

e. The meeting Reports/Minutes from the Kick-off and other meetings; and

f. The renderings provided to District for public presentation;

g. The specifications

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District

6. **Meetings**

During this Phase, Architect shall attend, take part in, and conduct meetings, take meeting minutes, site visits, and workshops.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. **Architectural**

   a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

   b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

   c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.

   d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

   e. Identify code requirements, include occupancy classification(s) and type of construction.

4. **Structural**

   a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

   b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

   a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

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b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

c. Show selected system on drawings as follows:

(i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

(ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

(iii) Schematic piping.

(iv) Temperature control zoning.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.
(B) Main panels.
(C) Switch gear.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. Civil

a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Acoustical (if applicable)

Develop and coordinate acoustical design concepts, entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description.

10. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

11. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

   (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

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d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

12. Scheduling

Architect shall prepare a preliminary project schedule. Schedule shall include, but is not limited to:

a. District Review Time (5 days minimum per phase)

b. Fire Department Reviews

c. DSA Submittal Date

d. DSA Plan Check

e. Bid Open

f. Bid Date (minimum 21 days)

g. BD Meeting for Contract Approval

h. Punch List

i. District Occupancy

13. Deliverables and Numbers of Copies

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in, Word, etc. as appropriate including, but not limited to:

a. The breakdown of Construction Cost Budget as prepared for this Phase;

b. The meeting reports/minutes;

c. The Schematic Design Package with alternatives;

d. Specifications

e. Drawings

f. A statement indicating changes made to the Architectural Program and Schedule; and

g. The DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

h. Schedules

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

14. Presentation

a. Architect shall present and review with the District the detailed Schematic Design.

b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

15. Meetings

During this Phase, Architect shall attend, take part in, and, conduct meetings, take meeting minutes, site visits, and workshops.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

a. Scaled, dimensioned floor plans with final room locations including all openings.

b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.

d. Identification of all fixed equipment to be installed in Project.

e. Interior finishes identified and located within the rooms of all buildings.

f. Site plan completely drawn with beginning notes and dimensions including grading and paving.

g. Preliminary development of details and large scale blow-ups.

h. Legend showing all symbols used on drawings.

i. Floor plans identifying all fixed and major movable equipment and furniture.

j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(i) Light fixtures.

(ii) Ceiling registers or diffusers.

(iii) Access Panels.

l. Signage schedule.

2. **Structural**

   a. Structural drawings with all major members located and sized.

   b. Establish final building and floor elevations.

   c. Preliminary specifications.

   d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

   e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

   a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

   b. Major mechanical equipment should be scheduled indicating size and capacity.

   c. Ductwork and piping should be substantially located and sized.

   d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.

   e. Devices in ceiling should be located.

   f. Legend showing all symbols used on drawings.

   g. More developed Outline Specifications indicating quality level and manufacture.

   h. Control Systems identified.

   i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

   a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

   b. All major electrical equipment should be scheduled indicating size and capacity.

   c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes

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fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.

d. Legend showing all symbols used on drawings.

e. More developed and detailed Outline Specifications indicating quality level and manufacture.

f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

8. Construction Cost Budget

a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

(i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

9. Schedule

Revise project schedule for the project.

10. Deliverables and Numbers of Copies

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, AutoCAD, form that files were produced in, Word, etc. as appropriate including, but not limited to:

a. The Design Development drawing set from all professional disciplines necessary to deliver the Project;

b. The Specifications;

c. The revised Construction Cost Budget and comparison from previous phase;

d. Schedules;

e. The DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA; and

f. Material list.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

11. Meetings

During this Phase, Architect shall attend, take part in, and conduct meetings, take meeting minutes, site visits, and workshops.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. **General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. **Architectural**

(i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

(iii) Architectural details and large blow-ups started.

(iv) Well developed finish, door, and hardware schedules.

(v) Site utility plans started.

(vi) Fixed equipment details and identification started.

(vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. **Structural**

(i) Structural floor plans and sections with detailing well advanced.

(ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

(i) Mechanical calculations virtually completed with all piping and ductwork sized.

(ii) Large scale mechanical details started.

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(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Landscape**

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

h. **Acoustical (if applicable)**

Develop and coordinate acoustical design concepts, entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description.

i. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

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(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

j. **Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.

(ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iii) Specifications shall be in CSI format.

k. **Schedule**

Revise project schedule for the project.

l. **Deliverables and Numbers of Copies**

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:

(i) The working drawings;

(ii) The Specifications;

(iii) The materials list;

(iv) Schedules;

(v) The statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

(vi) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

(i) Completed site plan.

(ii) Completed floor plans, elevations, and sections.

(iii) Architectural details and large blow-ups completed.

(iv) Finish, door, and hardware schedules completed, including all details.

(v) Site utility plans completed.

(vi) Fixed equipment details and identification completed.

(vii) Reflected ceiling plans completed.

b. **Structural**

(i) Structural floor plans and sections with detailing completed.

(ii) Structural calculations completed.

c. **Mechanical**

(i) Large scale mechanical details complete.

(ii) Mechanical schedules for equipment completed.

(iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

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d. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to 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.

i. **Deliverables and Numbers of Copies**

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:

(i) The working drawings;

(ii) The Specifications;

(iii) The engineering calculations;

(iv) The revised Construction Cost Budgets and comparison from previous phase;

(v) A statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(vi) The cut sheets:

(A) Hardware

(B) Fire Alarm

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(vii) Material board and list of materials;

(viii) The DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

(ix) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

b. Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:

(i) DSA approved documents including, but not limited to:

(A) Drawings;

(B) Specifications;

(C) Calculations; and

(D) Cut sheets.

(ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

c. All other Documents required for bidding.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.

2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.

3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.

4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

5. Respond to District and potential bidder questions and clarifications.

6. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the Architect and/or the District.

7. Attend all bid walks.

8. Attend bid opening.

9. Coordinate with Consultants.

10. Deliverables and Number of Copies

    Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf, AutoCAD`, form that files were produced in Word as appropriate including, but not limited to:

    a. The meeting report/minutes from the kick-off meeting;

    b. The meeting report/minutes from the pre-bid site walk; and

    c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with the plans and specifications marked as a Conforming Set.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

2. **Construction Oversight and Project Certification Process**

   a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).

   b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.

   c. Prior to commencement of construction, Architect shall provide two (2) copies of the DSA approved construction documents and two (2) of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.

   d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.

   e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.

   f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.

   g. Architect shall respond to DSA field trip notes as necessary.

   h. Architect shall conduct weekly construction meetings and take meeting minutes, keep the construction logs including but not limited to:

(i) Change directives (CCD's);

(ii) Change Orders

(iii) Requests for Information;

(iv) Submittals;

(v) Pay applications;

i. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

j. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.

k. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

a. Architect shall review at District's request all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected, within three (3) day time period.

b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication, distribution and uploaded into the District's construction management software, Procore, at no additional cost to the District.

4. Submittals

a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed five (5) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This five (5)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed three (3) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This three-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.

7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show 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.

8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) hard copy set together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

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These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. Architect shall provide one (1) hard copy together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate.

   The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

    The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

12. **Deliverables and Number of Copies**

    Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate including, but not limited to:

    a. The meeting report/minutes from the kick-off meeting;

    b. The observation reports;

    c. The weekly meeting reports;

    d. RFI's in binder with tabs labeled;

    e. As-Built drawings (updated construction drawings in AutoCAD);

    f. Posted set;

    g. Submittals/Shop Drawings;

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h. Change Orders, in binder with tabs labeled; and

i. CCD's – in binder with tabs labeled.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:

   a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

   b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.

   c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

   d. Architect shall respond to the DSA "90-day" letter.

   e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.

   f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.

   g. Architect shall review and prepare a package of all warranty and O&M documentation.

   h. Architect shall organize electronic files, plans and prepare a Project binder.

   i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.

2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. **Deliverables and Number of Copies**

   a. Two (2) copies of punch lists for each site electronically and uploaded into the District's construction software, Procore; and

   b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. **Meetings**

   During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. **General Meeting, Site Visit, and Workshop Requirements**

   a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.

   b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

   c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

   d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. **Meetings During Project Initiation Phase**

   a. Within the first week following execution of the Agreement, Architect shall participate in kick-off meetings to determine the Project intent, scope, budget and timetable, which shall encompass the following:

      (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

      (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

      (iii) During this meeting, Architect shall:

         (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

         (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

         (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

b. Architect shall participate in additional meeting(s) as requested by District.

4. **Initial Site Visits**

a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. **Meetings During Architectural Program**

a. Architect shall participate in community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.

b. Architect shall conduct site visit/meetings with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

c. Architect shall conduct a minimum of one (1) additional meetings as requested by District.

d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. **Meetings During Schematic Design Phase**

a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct a design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

(i) Architect shall designate its team member duties and responsibilities.

(ii) Architect and District shall review District goals and expectations.

(iii) District shall provide input and requirements.

(iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

(v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

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(vi) Establish methods to facilitate the communication and coordination efforts for the Project.

b. Architect shall participate in additional meeting(s) as requested by District.

7. Meetings During Design Development Phase

a. At the time designated for completion of the Design Development package, Architect shall conduct meeting[s], per package or submittal, with the District to review the following:

(i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

(ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

b. **Value Engineering Workshop**

(i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

8. Meetings During Construction Documents Phase

a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.

b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

(i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.

(ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one (1) meeting(s), per package or submittal, with the District to review the following:

(i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.

(ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

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9. Meetings During Bidding Phase

a. Conduct and take part in meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.

b. Prepare Bid walk agenda and sign-in / sign – out sheets.

c. Prepare and issue Addenda as required.

d. Conduct post bid interviews with potentially successful bidders.

e. Conduct kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase (Two-Hundred (200+) meeting(s), plus weekly Project meetings until entire Project is complete)

a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.

b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.

c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project may be subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review, as directed by the District.

12. Governing Board Meetings

Architect acknowledges that the District's Governing Board must approve all change orders. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Documents to the District's Governing Board for review and approval.

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EXHIBIT "B"

MASTER AGREEMENT #003285-374F

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District, in writing:

A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

C. Providing services made necessary by the default of Contractor(s).

D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District, in writing, that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.

F. Providing services as directed by the District that are not part of the Service of the Agreement.

G. Providing training, adjusting, or balancing of systems and / or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

H. Providing services of consultants, if any other than those specified as under this Agreement.

I. Providing services as directed by the District that are not part of the Basic Services of this Agreement.

   a. Approved agency fees

   b. Reimbursable Expenses shall not include the following specified items:

      (i) Travel expenses;

      (ii) Check prints;

      (iii) Prints or plans or specifications made for Architect's consultants and all progress prints;

      (iv) 3D plotting/printing;

      (v) Plans and specifications;

(vi) Architect's consultants' reimbursables;

(vii) Models or mock-ups;

(viii) Renderings, presentation boards or photographs; and

(ix) Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board, other public agencies, Community and/or Staff, or Citizen's Oversight Committee meetings.

J. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

K. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Architect can insert their standard rate schedule.

Job Title	Hourly Rate
Principal In Charge:	
Associate Principal:	
Project Manager:	
Designer:	
Assistant Project Manager:	
Intern Architect:	
Contract Administrator:	

L. The mark-up on any approved reimbursable item of Extra Services shall not exceed zero percent (0%).

M. Approved reimbursable expenses are estimated to be four percent (4%) and this amount shall not be exceeded without the prior written approval of the District.

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EXHIBIT "C"

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement and the corresponding Project Assignment Amendment, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

B. Start Design Schedule: **[Start Date]** through DSA Close Out of Project.

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EXHIBIT "D"

MASTER AGREEMENT #003285-374F

PAYMENT SCHEDULE

A. **Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		**Phase Amount**
Pre-Design/Architectural Program Development Phase		2.5%
Schematic Design Phase		10%
Design Development Phase		15%
Construction Documents Phase-Submittal to DSA		25%
Approval by DSA		5%
Bidding Phase		5%
Construction Administration Phase		27.5%
Close Out Phase		10%
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All M & O Documents	2%	
Filing All DSA Required Close Out Documents	2%	
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%	
TOTAL BASE COMPENSATION		**100%**

B. **Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

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4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

   a. **Pre- Design/Architectural Program Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

   b. **For Schematic Design Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

   c. **For Design Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

   d. **For Construction Documents Phase:**

      Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

   e. **For Bidding Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

   f. **For Construction Administration Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

   g. **For Close Out:**

      Lump sum payment no sooner than thirty (30) days and no later than forty (40) days after completion of all items in this Phase.

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EXHIBIT "E"

MASTER AGREEMENT #003285-374F
INSURANCE REQUIREMENTS

A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.

B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability.** Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Commercial Automobile Liability, Any Auto.** Two million dollars ($2,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars ($1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars ($2,000,000) aggregate limit subject to no more than Fifty Thousand Dollars ($50,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

C. The District reserves the right to modify the limits and coverages described herein.

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D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars ($25,000). At the option of the District, either:

1. The District can accept the higher deductible;

2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or

2. Require Architect to procure insurance from another insurer.

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G. **Verification of Coverage**: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and

2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR THE CERTIFICATE OF INSURANCE AND

ADDITIONAL INSURED ENDORSEMENT

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

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

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (financialstrength:financial size) A-:VII.
- GENERAL LIABILITY *(Additional Insured Endorsement Required)*
  1. Commercial General Liability "box" must be checked.
  2. Occurrence "box" must be checked.
  3. Policy number must be shown.
  4. Policy effective and expiration dates must be current.
  5. Each Occurrence limit must be at least $1,000,000.00.
  6. Personal and Advertising Injury limit must be at least $1,000,000.00.
  7. General Aggregate limit must be at least $2,000,000.00.
  8. Products/Completed Operations Aggregate limit must be at least $1,000,000.00.

  - ADDITIONAL INSURED ENDORSEMENT including COMPLETED OPERATIONS ISO form **"CG 20 10 11 85" or "CG 20 10 10 01 and CG 20 37 10 01" or equivalent** must be included.(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, itsgoverning board, officers, agents, employees, and/or volunteers as additional insureds."

- AUTOMOBILE LIABILITY *(Additional Insured Endorsement Required)*

  Combined Single Limit (each accident) must be at least $2,000,000.00.

  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 $2,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY ***if applicable*** (required for hazardous materials, waste haulers, pest control, etc.).Limit must be at least $1,000,000.00 each occurrence (or as statutorily mandated by regulatoryagencies)
- DESCRIPTION OF OPERATIONS

  District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified SchoolDistrict sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**
  Simi Valley Unified School District
  101 W. Cochran Street
  Simi Valley, CA 93065
- CERTIFICATE MUST BE SIGNED

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

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

Public Works / Contractors

Endorsement	**AND**	Endorsement
391-1006 08 16 AB 91 89 (08/07) AP2009US 04-10 CG 20 10 11 85 CG 20 10M 11 85 CG 20 10R 12/11 CG 20 26 11 85 CG 72 77 10 15 CMP-4786.1 CNA 74705XX (01/15) CNA 75079XX (01/15) CNA 75079XX (10/16)	SB-146968B (6-16) ECP 1004 0410 EN 0137-0211 G-123127-B G-17957-G (01/01) HG 00 01 06 05 J6858 102/93-6858 1st edition (10/12) PPB 304 02 12 SB-146968-A (01/06) SPE 0001-0115 SS 00 08 04 05 U-GL-2162A CW (02/19) W433 (09/12)	**None**
Endorsement (Ongoing operations)		Endorsement (Operations completed)
49-0108 (07/11) 80-02-2305 (03-17) 80-02-2367 (05/07) 81995 (02/09) AB 918908 07	ECG 20 596 (04/12) / ECG 20 583 07 04 EN0321-0211 EPACE101-0814 G-140331-D (01/13) GBA 105014 1215	80-02-8446 (1/15) AB 9067 12-93 BP 04 48 07 13 or 01 97 CA 04 44 10 13 CG 20 10M 11 85

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BP 89 05 01 87	L 815 (02/15)	CG T8 04 08 18
CA 990312 05 14	SB146932F (6-16)	ECG 20 598 05 09
CG 20 07 04 13	SCG 20 30 09 07	EN0320-0211
CG 20 10	SS 41 70 06 11	EN0111-0211
CG 20 26	TM 172 10 11	EPACE100-0814
CG 20 33	U156-0310	G-19160-B (11/97)
CG 20 38 04 13	U-GL-1175-F-CW (04/13)	GLS-150s (07/06)
CG 73 23 11 11	U-GL-1177-F-CW (04/13)	SB 146968B (6-16)
CG 7578 (05/15)	VCG 207 (07/09)	SS 41 71 12 19
CG 88 10 04 13	VLCG 2026 07 04	SCIS-BAICOM-1 (10/15)
CNA 71527xx (10/12)	WW433A (02/19)	TM 176 1011
CNA 97587xx (4-2020)		

For Architects, Engineers, & Surveyors: **AND**

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

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EXHIBIT "F"

SCOPE OF WORK

The scope of work for each project will be identified on each Project Assignment Amendment.

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EXHIBIT "G"

CERTIFICATIONS / DECLARATIONS

DocuSign Envelope ID: 6CA03513-143F-4F93-8B06-0FF30D3696D2

CERTIFICATION

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DocuSign Envelope ID: 6CA03513-143F-4F93-8B06-0FF30D3696D2

ROOFING PROJECT CERTIFICATION

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than $21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of: ☐ Architect ☐ Engineer
☐ Roofing Consultant ☐ Other _____

I, _____, _____, certify that I have
[Name] [Name of Firm]
not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____, _____,
[Name] [Name of Firm]
certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the
[Name] [Name of Firm]
following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

_____

_____

_____

_____

_____

_____

_____

DocuSign Envelope ID: 6CA03513-143F-4F93-8B06-0FF30D3696D2

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

DocuSign Envelope ID: 6CA03513-143F-4F93-8B06-0FF30D3696D2

EXHIBIT "H"

SAMPLE PROJECT ASSIGNMENT AMENDMENT (PAA)
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and _____ ("Architect") as of [*insert date*].

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: _____ per the attached Proposal (Attachment 1) from Architect dated _____.

2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is _____.

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

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; Design Consultants
As required.

5. **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

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project shall not exceed _____ **Dollars ($_____).** The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Total Contract Price:	**$**	100%

7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as follows: _____.

8. **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]

DocuSign Envelope ID: 6CA03513-143F-4F93-8B06-0FF30D3696D2

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

District	**Architect**
Simi Valley Unified School District	_____
By: _____	By: _____
Name: Ron Todo	Name: _____
Title: Associate Superintendent, Business & Facilities	Title: _____

DocuSign

Certificate Of Completion

Envelope Id: 6CA03513143F4F938B060FF30D3696D2
Status: Completed
Subject: Please DocuSign: Master Agreement for Architectural Services - Addendum 2 Complete.pdf
Source Envelope:
Document Pages: 88
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 1
Bond Contracts
AutoNav: Enabled
bondcontracts@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/8/2022 9:27:01 AM
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
Brian Meyers Brian.Meyers@hmcarchitects.com Pre K12 Practice Leader HMC Group Security Level: Email, Account Authentication (None)	Brian Meyers Signature Adoption: Pre-selected Style Signed by link sent to Brian.Meyers@hmcarchitects.com Using IP Address: 70.103.170.70	Sent: 6/8/2022 9:32:48 AM Viewed: 6/8/2022 10:03:31 AM Signed: 6/8/2022 10:05:01 AM
Electronic Record and Signature Disclosure: Accepted: 6/8/2022 10:03:31 AM ID: e615f334-dca7-498e-a11a-5132c57b8b5e		
Bond Contracts bondcontracts@simivalleyusd.org Security Level: Email, Account Authentication (None)	BC Signature Adoption: Pre-selected Style Signed by link sent to bondcontracts@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 6/8/2022 10:05:07 AM Viewed: 6/15/2022 11:26:54 AM Signed: 6/15/2022 1:43:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ron Todo ron.todo@simivalleyusd.org Associate Supt. Bus & Fac. Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	R.T. Signature Adoption: Uploaded Signature Image Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:43:20 PM Viewed: 6/15/2022 3:29:55 PM Signed: 6/15/2022 3:30:01 PM
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	6/8/2022 9:32:48 AM
Certified Delivered	Security Checked	6/15/2022 3:29:55 PM
Signing Complete	Security Checked	6/15/2022 3:30:01 PM
Completed	Security Checked	6/15/2022 3:30:01 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R22-04448 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW CLASSROOM BUILDING AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #32

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

HMC will provide architectural and engineering services for a new 10 classroom building or complex, including but not limited to new 10 classroom building(s), outdoor learning environment, restrooms and modernization of the existing site work, parking, ADA path of travel and site work, including a new entrance and loading area adjacent to the East Quad and the student entrance on the south east entrance, etc.

Fiscal Analysis

The Contract Price for the Assigned Project will be according to the Office of Public School Construction (OPSC) sliding scale, based on the estimated construction costs, of $7,998,000.00.

Construction Costs: $7,998,000.00
75% New Construction – Based on OPSC Fee Structure: $5,998,500.00
25% Modernization – Based on OPSC Fee Structure: $1,999,500.00

New Construction:	$447,395.00	
Modernization:	$277,445.00	
Total Fee:	**$674,840.00**	
4% Reimbursable	$ 26,993.00	
Total Contract	**$701,833.00**	Funded with Measure X funds

On a motion # 204 by Trustee Jubran, seconded by Trustee Bagdasaryan and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Agreement No. R22-04448 with HMC Architects.

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

TITLE: **APPROVAL OF AGREEMENT NO. R22-04448 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW CLASSROOM BUILDING AT ROYAL HIGH SCHOOL**

Recommendation

It is recommended that the Board of Education approve the HMC Architects agreement R22-04448.

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EXHIBIT "H"

PROJECT ASSIGNMENT AMENDMENT (PAA) #R22-04448
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #003285-374-F

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and HMC Architects ("Architect") as of *June 15, 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: Programing through Division of State Architects closeout for a new 10 classroom building or complex, including but not limited to new 10 classroom building(s), outdoor learning environment, restrooms and modernization of the existing site work, parking, ADA path of travel and site work, including a new entrance and loading area adjacent to the East Quad and the student entrance on the south east entrance, per the attached RFP dated May 16, 2022.

2. **Assigned Project Construction Budget**. The Construction Budget for the Assigned Project is estimated at: $7,998,000.00.

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

Programing
Schematic Design
Design Development
Construction Documents
DSA Plan Check
Bidding
Construction
DSA 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; Electrical, Mechanical, Plumbing, Structural, Civil, landscape, Fire Sprinkler, Low Voltage, Technology 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
Programing	July 1, 2022
Schematic Design	August 1, 2022
Design Development	September 5, 2022
Construction Documents	October 5, 2022
DSA Plan Check	December 31, 2022
Bidding	May 1, 2023
Construction	July 1, 2023
DSA Close Out	February 2024

5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be according to the Office of Public-School Construction sliding scale, based on the estimated construction costs. **Six Hundred Seventy-Four Thousand, Eight Hundred Forty Dollars ($674,840.00).** The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

   Construction Costs: $7,998,000.00
   75% New Construction – Based on OPSC Fee Structure: $5,998,500.00
   25% Modernization – Based on OPSC Fee Structure: $1,999,500.00

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

   Modernization
   Twelve percent (12%) of the first five hundred thousand dollars ($500,000.00) of project computed cost. (Maximum of $60,000.00)
   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)
   Eleven percent (11%) of the next one million dollars ($1,000,000.00) of project computed cost. (Maximum of $110,000.00)
   Ten percent (10%) of the next four million dollars ($4,000,000.00) of project computed cost. (Maximum of $400,000.00)
   Nine percent (9%) of the next four million dollars ($4,000,000.00) of project computed cost. (Maximum of $360,000.00)
   Five percent (5%) of the project computed cost in excess of ten million dollars ($10,000,000.00).

Total Fee:
New Construction: $447,395.00
Modernization: $277,445.00
Total Fee: $674,840.00

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

Reimbursables will be a Not – To – Exceed 4% of $674,840.00 for a total of $26,993.00

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]

DocuSign Envelope ID: 97E1D1B0-DDB1-475A-9297-740109866D3F

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

District	**Architect**
Simi Valley Unified School District	HMC Architects
By: _____ 6/15/2022 | 3:33 PM PDT	By: Brian Meyers 6/8/2022 | 9:58 AM PDT
Name: Ron Todo	Name: Brian Meyers
Title: Associate Superintendent, Business & Facilities	Title: Principal / Pre-K Leader

DR

DocuSign Envelope ID: 97E1D1B0-DDB1-475A-9297-740109866D3F

FINGERPRINT CERTIFICATE

I, Brian Meyers (Print Name) [SimiEDU45125-1], am the Pre K12 Practice Leader (Title) of HMC Architects (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 ➡ A7644 ⬅ **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 Sacramento CA (City and State) [SimiEDU45125-1b] this ____ day of 6/8/2022 | 9:58 AM PDT, 20____.

Brian Meyers (Signature)

Brian Meyers (Handwritten or Typed Name)

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

DocuSign Envelope ID: 97E1D1B0-DDB1-475A-9297-740109866D3F

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.

Hal Hart

Bill Denis

Sergio Lechuga

Brian Nichols

Jeff Pitts

DocuSign Envelope ID: 97E1D1B0-DDB1-475A-9297-740109866D3F

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

HMC Architect ("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: 6/8/2022 | 9:58 AM PDT

Contractor: HMC Architect

Signature: Brian Meyers

Print Name: Brian Meyers

Title: Pre K12 Practice Leader

DocuSign Envelope ID: 97E1D1B0-DDB1-475A-9297-740109866D3F

DRUG-FREE WORKPLACE CERTIFICATION

I, Brian Meyers [SimiGOV8350], am the Pre K12 Practice Leader of

HMC Architects

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.

6/8/2022 | 9:58 AM PDT

Executed at Sacramento, CA (City and State) this ____day of _____, 20____.

Brian Meyers
(Signature)

Brian Meyers
(Printed or Typed Name)

DocuSign Envelope ID: 97E1D1B0-DDB1-475A-9297-740109866D3F

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Brian Meyers [SimiLAB3700] the Pre K12 Practice Leader of
(Name) (Title)

HMC Architect, 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.

HMC Architect
(Contractor Name)

By Brian Meyers
(Signature)

Brian Meyers
(Typed or printed name)

DocuSign

Certificate Of Completion

Envelope Id: 97E1D1B0DDB1475A9297740109866D3F
Status: Completed
Subject: Please DocuSign: PAA R22-04448 HMC Architects.pdf
Source Envelope:
Document Pages: 9
Signatures: 6
Envelope Originator:
Certificate Pages: 5
Initials: 1
Bond Contracts
AutoNav: Enabled
bondcontracts@simivalleyusd.org
EnvelopeId Stamping: Enabled
IP Address: 207.157.143.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
6/7/2022 3:07:30 PM
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
Brian Meyers Brian.Meyers@hmcarchitects.com Pre K12 Practice Leader HMC Group Security Level: Email, Account Authentication (None)	Brian Meyers Signature Adoption: Pre-selected Style Signed by link sent to Brian.Meyers@hmcarchitects.com Using IP Address: 70.103.170.70	Sent: 6/7/2022 3:17:25 PM Viewed: 6/8/2022 8:45:59 AM Signed: 6/8/2022 9:58:01 AM
Electronic Record and Signature Disclosure: Accepted: 6/8/2022 8:45:59 AM ID: 32b07905-81e4-4a15-a381-55555e4ccfba		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	DR Signature Adoption: Pre-selected Style Signed by link sent to desiree.rask@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 6/8/2022 9:58:02 AM Viewed: 6/15/2022 1:49:46 PM Signed: 6/15/2022 1:49:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ron Todo ron.todo@simivalleyusd.org Associate Supt. Bus & Fac. Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	R.T. Signature Adoption: Uploaded Signature Image Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:49:56 PM Viewed: 6/15/2022 3:33:28 PM Signed: 6/15/2022 3:33:32 PM
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	6/7/2022 3:17:25 PM
Certified Delivered	Security Checked	6/15/2022 3:33:28 PM
Signing Complete	Security Checked	6/15/2022 3:33:32 PM
Completed	Security Checked	6/15/2022 3:33:32 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R22-04454 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NEFF CONSTRUCTION, INC. FOR THE LEASE LEASEBACK FEE PROPOSAL FOR THE CLASSROOM RENOVATION AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #33

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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.

Agreement No. R22-02902 is being utilized as the Master Construction Agreement for assigning projects to Neff Construction, Inc.

Neff Construction, Inc. fee proposal was deemed the Best Value for the project.

Fiscal Analysis

Fee Proposal for the following:

$3,175,038.00	Base Price
$ 160,083.00	Construction Contingency
$3,335,121.00	Guaranteed Maximum Price (GMP) Not To Exceed
$ 333,679.00	District Contingency
$ 1,668.00	Financed Interest Rate
$3,670,468.00	Total Contract Amount, Not to Exceed, funded with Measure X Funds.

Recommendation

It is recommended that the Board of Education approve Agreement R22-04454 for Neff Construction, Inc for the Simi Valley Classroom Renovation.

On a motion # 204 by Trustee Jubran, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-04454 for Neff Construction, Inc for the Simi Valley Classroom Renovation.

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

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use
Master Construction Agreement No. Date of Execution 2/17/2022

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 (2) _____ Name and Title _____ Email Address	909-947-3768 Phone _____ 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

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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		$3,336,789
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 *District Contingency is carried outside of the GMP.*		$333,679
Section 3.8.2	**Unforeseen Allowance** is *Unforeseen Allowance is carried outside of the GMP.*		ZERO
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is *Sublease Finance Charge is carried outside of the GMP.*		$1668.00
	TOTAL PROJECT COST = Total GMP + District's Contingency + Unforeseen Allowance + Sublease Finance Charge		$3,670,468

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

Proposal Submitted By:

_____	Edward C. Mierau	June 20, 2022
(Signature)	(Printed Name)	(Date)

DH

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

CONTRACTOR:	**DISTRICT:**
Neff Construction, Inc. (Company Name)	SIMI VALLEY UNIFIED SCHOOL DISTRICT
Ed Mierau (Signature)	R.T. (Signature)
Edward C. Mierau (Printed Name)	Ron Todo
President (Title)	Associate Superintendent, Business & Facilities
Date: 6/22/2022 | 12:52 PM PDT	Date: 7/5/2022 | 10:53 AM PDT

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

EXHIBIT C

SUBLEASE PAYMENT SCHEDULE

The Sublease Payments shall consist of the Sublease Tenant Improvement Payments and the Sublease Finance Payments as follows:

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: $ 168,520.47.

II. Sublease Finance Payment of $ 166,851.95 (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

Monthly Payment No.	(a) Beginning Balance*	(b) Payment	(c) Interest at 1%	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	$ 166,851.95	$ 14,043.37	$ 139.04	$ 13,904.33	$ 152,947.62
2	$ 152,947.62	$ 14,043.37	$ 139.04	$ 13,904.33	$ 139,043.29
3	$ 139,043.29	$ 14,043.37	$ 139.04	$ 13,904.33	$ 125,138.96
4	$ 125,138.96	$ 14,043.37	$ 139.04	$ 13,904.33	$ 111,234.63
5	$ 111,234.63	$ 14,043.37	$ 139.04	$ 13,904.33	$ 97,330.30
6	$ 97,330.30	$ 14,043.37	$ 139.04	$ 13,904.33	$ 83,425.98
7	$ 83,425.98	$ 14,043.37	$ 139.04	$ 13,904.33	$ 69,521.65
8	$ 69,521.65	$ 14,043.37	$ 139.04	$ 13,904.33	$ 55,617.32
9	$ 55,617.32	$ 14,043.37	$ 139.04	$ 13,904.33	$ 41,712.99
10	$ 41,712.99	$ 14,043.37	$ 139.04	$ 13,904.33	$ 27,808.66
11	$ 27,808.66	$ 14,043.37	$ 139.04	$ 13,904.33	$ 13,904.33
12	$ 13,904.33	$ 14,043.37	$ 139.04	$ 13,904.33	$ -
TOTAL		$ 168,520.47	$ 1,668.52	$ 166,851.95	

* The Prepayment Price shall be the Beginning Balance as of the date the Purchase Option is exercised pursuant to Section 7 of the Sublease Agreement.

DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BY: R.T.

Ron Todo
Assistant Superintendent Business and Facilities
7/5/2022 | 10:53 AM PDT

"LESSOR"

CONTRACTOR FIRM

BY: Ed Mirau

NAME
TITLE
6/22/2022 | 12:52 PM PDT

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE AND RELATED LABOR REQUIREMENTS (SUBMIT WITH BID PROPOSAL)

Project **SIMI VALLEY HS CLASSROOM RENOVATIONS; BID #B22LS377**

CONTRACTOR: Neff Construction
(Contractor Name) [SimiLAB1771]

I hereby certify that the firm identified above will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 6/22/2022 | 12:52 PM PDT
Company Name: Neff Construction
Contractor Signature: Ed Mierau
Printed Name: Ed Mierau
Title: President

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Ed Mierau (Name) [SimiLAB3700] the President (Title) of Neff Construction (Contractor Name), declare, state and certify that:

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

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

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

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

Neff Construction
(Contractor Name)

By: Ed Mierau
(Signature)

Ed Mierau
(Typed or printed name)

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DRUG-FREE WORKPLACE CERTIFICATION

I, Ed Mierau (Print Name) [SimiGOV8350], am the President (Title) of Neff Construction (Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

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

6/22/2022 | 12:52 PM PDT

Ed Mierau
(Signature)

Ed Mierau
(Printed or Typed Name)

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: SIMI VALLEY HS CLASSROOM RENOVATIONS; BID # B22LS377

This Tobacco-Free Environment Certification form is required from the successful Lease Leaseback Contractor.

The contract between SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and Neff Construction ("Contractor" or "Lease Leaseback Contractor") 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: 6/22/2022 | 12:52 PM PDT

Contractor: Neff Construction

Signature: Ed Mierau

Print Name: Ed Mierau

Title: President

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Ed Mierau (Print Name) [SimiEDU45125-1], am the President (Title) of Neff Construction (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 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 issued ORI ➡ AE071 ⬅ **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-

   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, 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 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 providing CONTINUAL supervision and monitoring who is not identified on Attachment B-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 §45125.2, 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. 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 _____ (City and State) [SimiEDU45125-1b] this ____ day of _____, 20_____.

6/22/2022 | 12:52 PM PDT

Ed Mierau (Signature)

Ed Mierau (Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, **providing CONTINUAL supervision and monitoring of ALL of Entity's 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.

Billy Thompson

Todd Dileo

Name of Fingerprinted Supervisor

Name of Fingerprinted Supervisor

Name of Fingerprinted Supervisor

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)
(SUBMIT WITH BID PROPOSAL IF BID PROPOSAL PRICE EXCEEDS $1,000,000)

PROJECT: SIMI VALLEY HS CLASSROOM RENOVATIONS; BID# B22LS377

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) Neff Construction		*Federal ID Number (or n/a)* 33-0884058
By (Authorized Signature) Ed Mierau		
Printed Name and Title of Person Signing Ed Mierau	President	
Date Executed 6/22/2022 | 12:52 PM PDT	*Executed in*	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed In*

DocuSign Envelope ID: 941053A9-BEAB-4903-92AA-A796CA51F461

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: SIMI VALLEY HS CLASSROOM RENOVATIONS

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

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

    a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

    b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

    c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

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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. This interpretation will be made by the Owner or designee.

    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, 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.

Ed Mierau		President		Authorized
Signature	[SimiROC]	Title		
Ed Mierau		-	6/22/2022 | 12:52 PM PDT	
Print Name			Date	
Neff Construction				
Company				

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CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR(S) DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

[SimiLAB1725.5]

Pursuant to California Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, or to be listed in a bid proposal, or to engage in the performance of any defined public work contract. The District shall note in its invitation to bid the DIR's registration requirement for all contractors and subcontractors.

I Ed Mierau (Name and Title) certify that

Neff Construction (Company) is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number 1000000197

Expiration date 6/30/25

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.
3. Contractor is to furnish DIR Registration Number for all subcontractors on the project in accordance with Public Contract Code Section 4104(a)(3).
4. Contractor shall substitute any subcontractor with a DIR registered subcontractor if original subcontractor is unable to perform the work. Substitution shall be subject to the provisions of Public Contract Code 4107 et. Seq.

Contractor's failure to comply with California Labor Code Section 1725.5 and the above stated requirements may result in a determination of non-responsiveness.

☐ By checking this box, Contractor represents that he/she is NOT REQUIRED to register as a public works contractor or file electronic certified payroll reports under the DIR Small Project Exemption, as detailed in DIR Newsline 2017-52, dated June 28, 2017. Signature below required.

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

Ed Mierau
Signature

6/22/2022 | 12:52 PM PDT
Date

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AFFIDAVIT OF COMPLIANCE WITH CALIFORNIA SKILLED AND TRAINED WORKFORCE REQUIREMENTS

CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 2600-2603

The undersigned, being duly sworn, state as follows:

1. I am Ed Mierau (*print name*). I am the President (*print position held*) for _____ (*print subcontractor's name*), the Subcontractor for Neff Construction (*print Lease Leaseback Contractor's name*) on the _____ (*name of the project*) project ("Project"). I am familiar with the labor practices of Subcontractor on the Project. One of my duties and responsibilities is to ensure Subcontractor's compliance with the California Skilled and Trained Workforce Requirements, Public Contract Code Sections 2600-2603, on the Project. I make this sworn statement pursuant to Public Contract Code section 2603, subdivision (f)(4).

2. I have reviewed the labor practices and the labor records for Subcontractor on the Project. Subcontractor has employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise has met the requirements of California Public Contract Code Sections 2600 – 2603.

3. I have also reviewed the labor practices of each of Subcontractor's subcontractors on the Project. Each of Subcontractor's subcontractors have employed the required amount of skilled journeypersons and apprenticeship graduates on the Project as required by the California Skilled and Trained Workforce Requirements under California Public Contract Code Section 2601 and otherwise have met the requirements of California Public Contract Code Sections 2600 – 2603. Subcontractor's subcontractors have provided Subcontractor with an affidavit that complies with Public Contract Code Section 2603, subdivision (f)(4).

4. I understand Neff Construction (*print Lease Leaseback Contractor's name*) is relying upon the truth of the contents of this sworn statement in making final payment to Subcontractor for work performed on the Project and may suffer damages if my sworn representatives are not true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this affidavit was executed on _____ (*date*) in _____ (*location*), California.

Ed Mierau
(*Signed Name*)

Ed Mierau

6/22/2022 | 12:52 PM PDT

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **SIMI VALLEY HS CLASSROOM RENOVATIONS; BID# B22LS377.**

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price. If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of _____, 20____ by their duly authorized agent or representative

_____
(Contractor-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____)_____ (_____)_____
Telephone Fax

_____
(Email address)

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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **SIMI VALLEY HS CLASSROOM RENOVATIONS; BID# B22LS377.**

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration,

[CONTINUED NEXT PAGE]

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deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

_____
(Contractor-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

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PWC-100 Contractor & Subcontractor Classifications

Bid No._____

Project Name: _____

Please check classifications as they should be included on PWC-100.

Include YOURSELF as well as all SUBCONTRACTORS.

Contractor DIR #	**Name:**		
☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

Contractor DIR #	**Name:**		
☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

Contractor DIR #	**Name:**		
☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
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☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

DocuSign

Certificate Of Completion

Envelope Id: 941053A9BEAB490392AAA796CA51F461
Status: Completed
Subject: Please DocuSign: Agreement and Documents for SVHS Classroom Renovations
Source Envelope:
Document Pages: 22
Signatures: 13
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

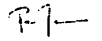
Envelope Originator:
Public Works
publicworks@simivalleyusd.org
IP Address: 207.157.143.39

Record Tracking

Status: Original
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Security Appliance Status: Connected
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Holder: Public Works
publicworks@simivalleyusd.org
Pool: StateLocal
Pool: Simi Valley Unified School District - Facilities

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
Ed Mierau ed@neffcon.com President Neff Construction Security Level: Email, Account Authentication (None)	Ed Mierau Signature Adoption: Pre-selected Style Signed by link sent to ed@neffcon.com Using IP Address: 24.43.59.170	Sent: 6/21/2022 5:04:56 PM Viewed: 6/22/2022 11:07:47 AM Signed: 6/22/2022 12:52:51 PM
Electronic Record and Signature Disclosure: Accepted: 6/22/2022 11:07:47 AM ID: 4ad6bb01-0b65-4654-a87e-3c4d4c69a561		
Derrick Hoffman publicworks@simivalleyusd.org Purchasing - Simi Valley USD Security Level: Email, Account Authentication (None)	DH Signature Adoption: Pre-selected Style Signed by link sent to publicworks@simivalleyusd.org Using IP Address: 207.157.143.39	Sent: 6/22/2022 12:52:55 PM Viewed: 6/22/2022 1:28:57 PM Signed: 7/5/2022 9:31:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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 Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 7/5/2022 9:31:28 AM Viewed: 7/5/2022 10:52:54 AM Signed: 7/5/2022 10:53:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
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Certified Delivered	Security Checked	7/5/2022 10:52:54 AM
Signing Complete	Security Checked	7/5/2022 10:53:06 AM
Completed	Security Checked	7/5/2022 10:53:06 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AMENDMENT 1 TO AGREEMENT NO. R22-02902 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NEFF CONSTRUCTION, INC. FOR THE MASTER AGREEMENTS AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #34

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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.

On February 15, 2022 the Board of Education approved Agreement No. R22-02902 is being utilized as the Master Construction Agreement for assigning projects to Neff Construction, Inc.

The District has changed insurance requirements. See attached.

Fiscal Analysis

None.

Recommendation

It is recommended that the Board of Education approve Amendment 1 to Agreement R22-02902 for Master Construction Services, Simi Valley High School.

On a motion # 204 by Trustee Jubran, seconded by Trustee Baghdasarian and carried by a vote of 5 0, the Board of Education approved, by roll-call-vote, Amendment 1 to Agreement R22-02902 for Master Construction Services Agreement, Simi Valley High School.

Ayes: LaBelle, Singleton, Jubran, Baghdasarian, Blough Noes: 0 Absent: 0 Abstained: 0

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AMENDMENT NO. 1

(Master Lease-Leaseback Agreement Simi Valley High School Projects)

This Amendment No. 1 ("Amendment") to the Master Lease-Leaseback Agreement (which is comprised of the Master Site Lease, Master Sublease, and Master Construction Services Agreement, collectively referred to as the "Master Lease-Leaseback Agreement") between Simi Valley Unified School District ("District") and Neff Construction, Inc. is hereby amended as follows:

WHEREAS, District and Contractor entered into the Master Lease-Leaseback Agreement for the Simi Valley High School Measure X Projects on or about January 18, 2022;

WHEREAS, the District wishes to amend the insurance requirements; and

WHEREAS, the District and Contractor agree to amend the Master Lease-Leaseback Agreement to modify Section 35.3 and 35.6.1 of the Master Construction Services Agreement.

NOW THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. Section 35.3 of the Master Construction Services Agreement is revised as follows (changes are underlined and deletions are struck through):

   35.3 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be ~~an~~ ISO CG 20 10 11 85 or its equivalent. Any other version of CG 20 10 or 20 38 shall be accompanied by ~~33 (04/813), or an ISO CG 20 38 (04/13) and~~ ISO CG 20 37 (04/13) or its ~~their~~ equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

2. For projects of $25,000,000 or less, Section 35.6.1 of the Master Construction Services Agreement is deleted in its entirety and replaced with the following. For projects in excess of $25,000,000, Section 35.6.1 shall remain unchanged.

   35.6.1 Course-of-Construction Insurance Requirements. The District maintains Builder's Risk insurance through the Ventura County Schools Self-Funding

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Authority ("VCSFFA") for projects up to $25,000,000. A copy of the VCSSFA Property Coverage Memorandum is attached as Exhibit 1. For projects covered by the VCSSFA policy, Contractor will be responsible for the payment of the deductible for any claim made under the Builder's Risk policy.

3. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement or the Master Lease-Leaseback Agreement.

4. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument.

5. In the event of any inconsistency between the terms of this Amendment and the Master Lease-Leaseback Agreement, the terms of this Amendment shall control.

CONTRACTOR	DISTRICT:
NEFF CONSTRUCTION, INC	**SIMI VALLEY UNIFIED SCHOOL DISTRICT**
By: Ed Mierau Name Ed Mierau Title President	By: R-T Ron Todo Associate Supt. Bus & Fac.
DATE: 5/5/2022 | 10:37 AM PDT	DATE: 5/18/2022 | 4:28 PM PDT

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EXHIBIT 1

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EXHIBIT "A"

VCSSFA

Ventura County Schools Self-Funding Authority

PROPERTY COVERAGE MEMORANDUM

For the Period

July 1, 2021 to July 1, 2022

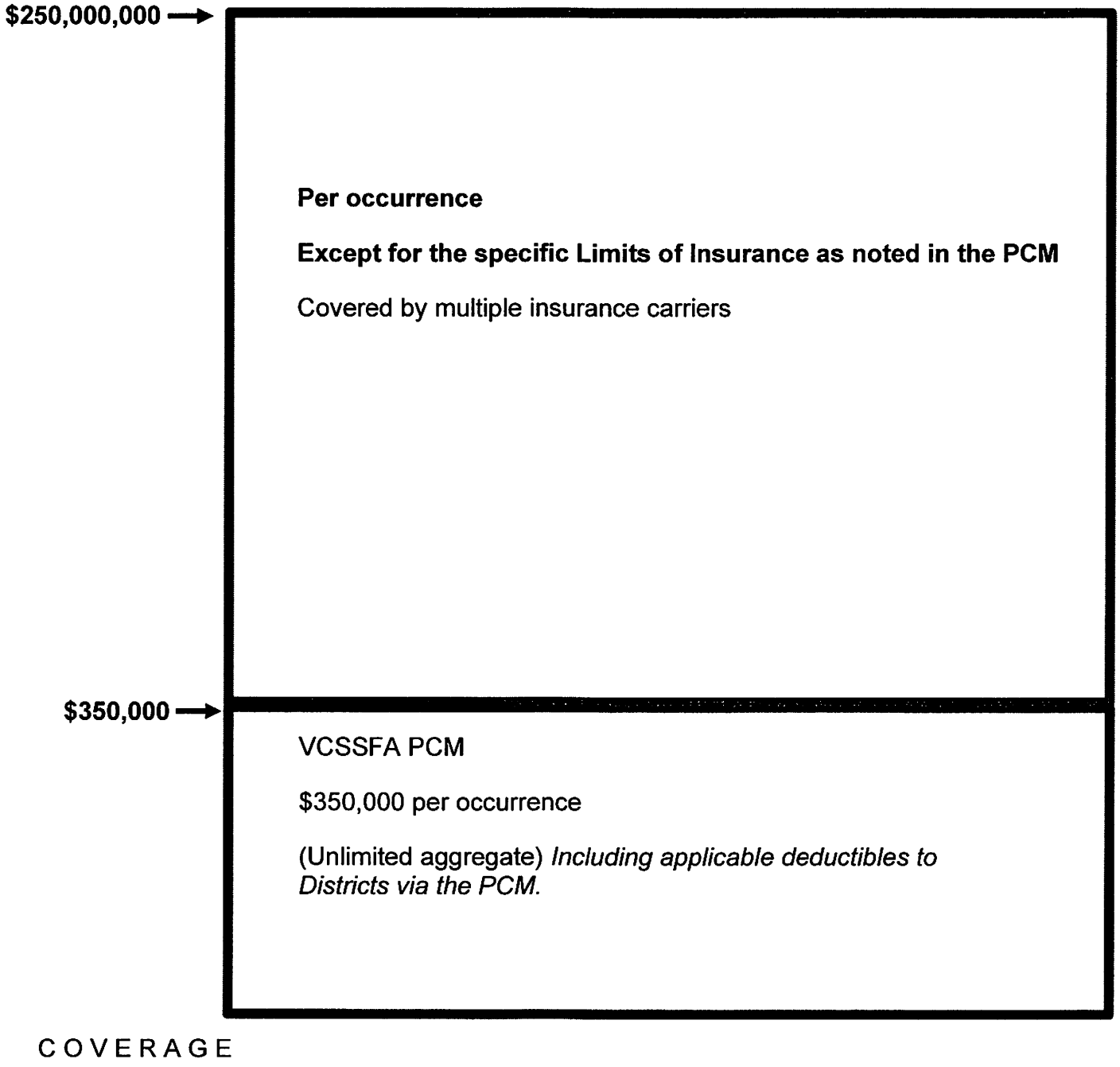
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EXHIBIT "A"

VENTURA COUNTY SCHOOLS SELF-FUNDING AUTHORITY

Illustration of Property Limits

FY 2021-2022



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EXHIBIT "A"

VCSSFA
Ventura County Schools Self-Funding Authority

PROPERTY COVERAGE MEMORANDUM

COVERAGE DECLARATIONS

MEMORANDUM NUMBER: VCSSFA PCM 2021-2022

ADMINISTRATOR: VENTURA COUNTY SCHOOLS SELF-FUNDING AUTHORITY

MAILING ADDRESS: 5189A Verdugo Way, Camarillo, CA 93012

COVERAGE PERIOD: 12:01 A.M. JULY 1, 2021 to 12:01 A.M. JULY 1, 2022

COVERED MEMBERS: See Schedule 1

Property Coverage Descriptions	**Coverage Limits**
All Covered Property	**$250,000,000 per Occurrence**
Covered Property Extensions Subject to Sublimits of per Occurrence Limit:	
Accounts Receivable	$1,000,000 per Occurrence
Animals	$350,000 per Occurrence $5,000 per Animal
Builder's Risk	$25,000,000 per Occurrence
Business Personal Property in Transit	$350,000 per Occurrence
Business Personal Property on Undescribed / Unscheduled Locations	$350,000 per Occurrence
Electronic Data and Electronic Media	$10,000,000 per Occurrence
Fine Arts	$1,000,000 per Occurrence $25,000 per Item

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Newly Acquired Real Property and Business Personal Property	$10,000,000 per Occurrence
Personal Property of Others	$100,000 per Occurrence $1,000 per Person
Valuable Papers and Records	$1,000,000 per Occurrence
Errors and Omissions	$25,000,000 per Occurrence
Consequential Loss Subject to Sublimits of per Occurrence Limit:	
Claim Preparation Expense	$50,000 per Occurrence
Debris Removal	$10,000,000 per Occurrence
Extra Expense	$5,000,000 per Occurrence
Limited Other Expenses	$100,000 per Occurrence and Aggregate
Fire Department Service Charge	$100,000 per Occurrence
Perishable Property	$350,000 per Occurrence
Pollutant Clean Up and Removal	$350,000 per Occurrence and Aggregate
Rental Income Loss	$5,000,000 per Occurrence
Causes of Loss Subject to Sublimits of per Occurrence Limit:	
Detrimental Code	$350,000 per Occurrence
Earthquake Sprinkler Leakage – Direct Loss	$5,000,000 per Occurrence
Flood – Non-Special Flood Hazard Areas	$10,000,000 per Occurrence
Water or Sewage	$100,000 per Occurrence
Mold, Fungus	$1,000,000 per Occurrence
Ordinance or Law	$20,000,000 per Occurrence
Terrorism	$2,500,000 per Occurrence

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Utility Interruption – Direct Loss	$1,000,000 Per Occurrence
Utility Interruption – Consequential Loss	$1,000,000 Per Occurrence
Deductibles per Occurrence:	
Wildfire	$5,000,000
Personal Property of Others	$100.00
Loss of Rental Income	24 Hours
All Other Covered Cause of Loss	See Schedule 2
Valuation of Property:	
Covered Property	Replacement Cost Value
Accounts Receivable, Electronic Data, Electronic Media, Valuable Papers and Records	Reproduction Cost or Replacement Cost Value
Animals	Market Value
Automobiles	Actual Cash Value
Builder's Risk	Replacement Cost Value including reasonable labor and profit
Fine Art	Cost to Reasonably Restore, Replacement Cost Value or Market Value
Personal Property of Others	Replacement Cost Value
Vacant Buildings; Vacant 12 Months or More	Actual Cash Value

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PROPERTY COVERAGE MEMORANDUM

For the Period July 1, 2021 to July 1, 2022

Throughout this **Memorandum,** words or phrases which appear in **bold** and have special meaning as defined in the Definitions section of this **Memorandum.** These defined words are controlling as to their meaning and effect in this **Memorandum** and in the interpretation of this coverage. The **Ventura County Schools Self-Funding Authority (VCSSFA)** is not an insurance company. Insurance Rules of Construction, nor California Case Law or Statutory Authority are applicable to the coverage provided by, and to the interpretation of, this **Memorandum**. (See **GENERAL CONDITIONS APPLICABLE TO ALL COVERAGE DOCUMENTS**, Section E., paragraph 1. **INTERPRETATION OF THE VCSSFA**

COVERAGE DOCUMENTS). Included and incorporated by reference in this **Memorandum** is the Dispute Resolution Process of the **VCSSFA** (*See* **VCSSFA** General Conditions, Section D.).

In consideration of the timely payment of the contribution, compliance with the provisions of the Joint Powers Agreement and By-laws, and satisfaction of the terms and conditions in this **Memorandum,** the **VCSSFA** provides the following coverages:

I. Property Coverage

1. Coverage Limit

The **Coverage Limit** shown in the Property Declarations Page applies to all loss or damage covered in this **Memorandum.**

2. Covered Property

This **Memorandum** covers direct physical loss or damage to **Covered Property** to the extent of the **Covered Party's** interest in such property and caused by a **Covered Cause of Loss**.

a. **Real Property** owned by the **Covered Party**.

b. **Real Property** that is not owned by the **Covered Party,** for which the **Covered Party** is legally liable for loss or damage under a written contract or agreement with an **Other Covered Party**.

c. **Business Personal Property** on or within 1,000 feet of a location owned or occupied by the **Covered Party**. This includes **Unmanned Aerial Vehicles** that are owned by the **Covered Party** with a weight of 55 pounds or less, including any equipment or cargo.

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3. **Covered Property** Extensions

The **Covered Property** Extensions listed below are part of, and not in addition to, the **Occurrence** limit shown in the Property Declarations Page.

a. **Accounts Receivable** on or within 1,000 feet of a location owned or occupied by the **Covered Party**.

The sublimit for this **Covered Property** Extension is $1,000,000 per **Occurrence** as shown in the Property Declarations Page.

b. Animals which are at a **Covered Party's** location or are in a **Covered Party's** care, custody or control and are maintained as part of a school curriculum or as part of a school-approved club.

The sublimit for this **Covered Property** Extension is $350,000 per **Occurrence** for **Business Personal Property** or **Personal Property of Others**, subject to a maximum of $5,000 per animal, as shown in the Property Declarations Page.

Excluded Property section 4, paragraph c., does not apply to this Extension.

c. **Builder's Risk** at a **Covered Party's** location, at a temporary facility that is owned or rented by the **Covered Party** and while in transit by the **Covered Party**.

With respect to this **Covered Property** Extension, coverage ends for each **Builder's Risk** project the earlier of:

1) 30 days after the building or structure is occupied or put to its intended use;

2) 30 days after construction is complete and the only party with a financial interest is the **Covered Party** and any Mortgagee or Trustee; or

3) The property is abandoned with no intent to complete.

This **Covered Property** Extension does not apply to any contractor's tools or equipment.

The sublimit for this **Covered Property** Extension is $25,000,000 as shown in the Property Declarations Page. (*See* also Addendum A.: Builder's Risk)

d. **Business Personal Property** in transit within the United States of America and Canada.

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The sublimit for this **Covered Property** Extension is $350,000 as shown in the Property Declarations Page.

e. **Electronic Data** and **Electronic Media** on or within 1,000 feet of a location owned or occupied by the **Covered Party.**

The sublimit for this **Covered Property** Extension is $10,000,000 as shown in the Property Declarations Page.

f. **Fine Art** on or within 1,000 feet of a location owned or occupied by the **Covered Party.**

The sublimit for this **Covered Property** Extension is $2,000,000 per **Occurrence**, subject to a maximum of $25,000 per item as shown in the Property Declarations Page.

As part of this **Covered Property** Extension sublimit per **Occurrence**, coverage is extended to **Fine Art** in transit within the continental United States or at an exhibition. The maximum limit for **Fine Art** in transit is $5,000 per **Occurrence** and a maximum of $2,500 per item.

g. **Newly Acquired Real Property** and **Business Personal Property.**

The sublimit for this **Covered Property** Extension is $5,000,000 as shown in the Property Declarations Page.

h. **Personal Property of Others.**

The sublimit for this **Covered Property** Extension is $100,000 per **Occurrence**, subject to a maximum of $1,000 per person as shown in the Property Declarations Page.

i. Valuable Papers and Records on or within 1,000 feet of a location owned or occupied by the Covered Party.

The sublimit for this **Covered Property** Extension is $1,000,000 as shown in the Property Declarations Page.

j. Errors and Omissions. The coverage provided under this **Memorandum** is extended to cover loss or damage to property if such loss or damage is not payable under this policy solely as a result of an error or unintentional omission in the description of the property, the address of the property, failure to include a location, or report any newly acquired property.

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The sublimit for this **Covered Property** Extension is $25,000,000 as shown in the Property Declarations Page.

4. Excluded Property

   a. Currency, money, notes, securities, deeds, evidences of debt;

   See Crime Coverage Memorandum.

   b. Land or water, whether above, or below, ground;

   c. Animals; (*See* **Covered Property** section 3, Extension b.)

   d. **Automobile**, **Aircraft,** or **Watercraft**; (For **Automobile** coverage – *See* I. Automobile Physical Damage below)

   e. Excavation, grading, backfilling, and filling;

   f. Underground pipes, flues, and drains;

   g. Retaining walls, reservoirs, dams, and other similar structures.

5. Consequential Loss Coverage

   The coverage provided under this **Memorandum** is extended to cover loss or damage caused by or arising out of the following.

   a. Claim Preparation Expense. When a **Covered Cause of Loss** causes direct physical loss or damage to **Covered Property**, the coverage provided by this **Memorandum** is extended to include reasonable expenses incurred by the **Covered Party** in preparing the claim data required including making an inventory of the lost or damaged property, making appraisals and preparing other documentation to show the extent of the loss. Costs for a public adjuster, legal expenses or an insurance broker are not covered.

   The sublimit for this Consequential Loss Coverage is $50,000 as shown in the Property Declarations Page.

   b. Debris Removal. When a **Covered Cause of Loss** causes direct physical loss or damage to **Covered Property**, the coverage provided by this **Memorandum** is extended to include expenses incurred in the removal of the debris of **Covered Property** from the location where the loss or damage occurred.

   This Consequential Loss Coverage does not apply to:

   The costs to extract or remove **Pollutants** from the **Covered Property** or debris of **Covered Property**;

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1) The costs to extract **Pollutants** from land, atmosphere or any watercourse or body of water, whether above or below ground;

2) The costs to remove, restore or replace contaminated or polluted land, atmosphere or any watercourse or body of water, whether above or below ground;

3) The costs to remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by **Pollutants** whether or not such removal, transportation or decontamination is required by law or regulation; or

4) The costs to store any property or debris requiring specialized storage because the property or debris is affected by **Pollutants**, whether or not such storage is required by law or regulation.

The sublimit for this Consequential Loss Coverage is $10,000,000 per **Occurrence** or 25% of the amount of direct physical loss or damage to **Covered Property**, whichever is greater, as shown in the Property Declarations Page.

c. Extra Expense. The coverage provided under this **Memorandum** is extended to cover extra expenses or costs as a result of direct loss or damage caused by or arising out a **Covered Cause of Loss** to property at the **Covered Party's** location for the length of time required to rebuild, repair or replace the damaged **Covered Property**. The coverage period for Extra Expense begins as of the date the damage occurred and continues for the length of time which is required to rebuild, repair or replace the directly damaged property. The expiration date of this **Memorandum** does not limit this coverage.

The sublimit for this Consequential Loss Coverage is $5,000,000 per **Occurrence** as shown in the Property Declarations Page.

d. Limited Other Expenses: The coverage provided under this **Memorandum** is extended to include:

1) Extra expenses or costs incurred by a **Covered Party** to mitigate or remove rodent infestation;

2) Extra expenses or costs to remove trees, plants or shrubs;

3) Extra expenses or costs incurred by the **Covered Party** to test for, monitor, clean up, remove, contain, treat, detoxify or

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neutralize contaminants, virus, bacterium, pathogens, or any other microorganism subject to the sublimit per occurrence and in the aggregate recited below and as unrelated to any regulatory order or direction. This Limited Other Expense does not apply to **Pollutants;** as a result of direct loss or damage to **Covered Property** at the **Covered Party's** location caused by or arising out a **Covered Cause of Loss**.

Exclusion 7. h. does not apply to sub-paragraph 3.

The sublimit for this Consequential Loss Coverage is $100,000 per **Occurrence** and in the **Aggregate** as shown in the Property Declarations Page.

e. Fire Department Service Charge. When a fire department is called to save or protect **Covered Property** from a **Covered Cause of Loss**, the coverage provided by this **Memorandum** is extended to include:

1) Charges that may be assessed against the **Covered Party** by the responding fire department;

2) Costs that may be assumed by written contract or agreement with the responding fire department prior to the loss; or

3) Costs that are required by local ordinance or law.

The sublimit for this Consequential Loss Coverage per **Occurrence** is $100,000 as shown in the Property Declarations Page.

f. **Perishable Property**. The coverage provided by this **Memorandum** is extended to include loss or damage to **Perishable Property** caused by or arising out of:

1) A **Covered Cause of Loss**;

2) Contamination by the refrigerant;

3) Interruption of **Utility Services**, meaning complete or partial interruption of electrical power, gas, water or steam, either on or off the **Covered Party's** location; or

4) Any necessary expenses incurred by the **Covered Party** to reduce the amount of loss under this coverage. Such expenses are covered to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

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The sublimit for this Consequential Loss Coverage per **Occurrence** is $350,000 as shown in the Property Declarations Page.

g. Pollutant Clean Up and Removal. When a **Covered Cause of Loss** causes damage to **Covered Property** at a **Covered Party's** location, the coverage provided by this **Memorandum** is extended to include costs incurred to extract **Pollutants** from land or water at that location if the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused by or results from the **Covered Cause of Loss**. These expenses do not include any expenses to test for, monitor, treat, neutralize or assess **Pollutants**.

The sublimit for this Consequential Loss Coverage per **Occurrence** and in the **Aggregate** is $350,000 as shown in the Property Declarations Page.

h. Rental Income Loss. The coverage provided under this **Memorandum** is extended to cover loss of rental income as a result of direct loss or damage caused by or arising out a **Covered Cause of Loss** at the **Covered Party's** location. The coverage period for Rental Income Loss begins as of the date the damage occurred and continues for the length of time which is required to rebuild, repair or replace the directly damaged property. The expiration date of this **Memorandum** does not limit this coverage.

The sublimit for this Consequential Loss Coverage per **Occurrence** is $5,000,000 as shown in the Property Declarations Page.

6. Covered Causes of Loss

This **Memorandum** provides coverage for loss or damage caused by a **Covered Cause of Loss**.

7. Excluded Causes of Loss

This **Memorandum** does not cover any loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently, proximately, or in any sequence to the loss.

a. Earth movement including, but not limited to:

1) **Earthquake**, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event;

2) Volcanic eruption, explosion, effusion, or action;

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3) Landslide, subsidence, tsunami, mudslide, mudflow, rock fall, **Sinkhole Collapse**, including any earth sinking, rising, or shifting related to such event; or

4) Earth sinking, rising or shifting, including soil conditions which cause settling, cracking, or other disarrangement of foundations, or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.

See Limited Causes of Loss below.

This Exclusion applies regardless of whether the loss or damage is caused by an act of nature, or man-made or other artificial causes, in whole or in part.

This Exclusion does not apply to resultant loss or damage caused directly by fire, explosion, or **Volcanic Action** that results from earth movement and coverage applies solely for such resultant loss or damage.

b. **Flood** including:

1) Water or sewage which backs up through sewers, drains, or sumps; or

2) Release of water impounded by a dam.

See Limited Causes of Loss below.

This Exclusion applies regardless of whether the loss or damage is caused by an act of nature, or man-made, or other artificial causes, in whole or in part.

This Exclusion does not apply to resultant loss or damage caused directly by fire, explosion, or sprinkler leakage and coverage applies solely for such resultant loss or damage.

c. Loss or damage arising out of or resulting from **Nuclear Hazard.**

This Exclusion does not apply to resultant loss or damage caused directly by fire that results from nuclear reaction, radiation, or radioactive contamination. Coverage applies solely for such resultant loss or damage.

d. War, declared or undeclared, civil war, invasion, hostilities, acts of foreign enemies, insurrection, rebellion, revolution, usurped power,

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cyberwarfare, or a warlike action by any military or quasi- military force, including any governmental action in hindering, or defending against any of these, martial law, or confiscation by order of any government or public authority.

This Exclusion does not apply to resultant loss or damage caused directly by fire, riots, strikes, civil commotion, vandalism, malicious damage, or sprinkler leakage, and coverage applies solely for such resultant loss or damage.

e. **Terrorism**.

f. Any ordinance or law that regulates the construction, use or repair of any property, requires the tearing down of any property or its removal.

1) This Exclusion also applies to any increased costs incurred to comply with any ordinance or law.

2) This Exclusion applies whether or not there has been a **Covered Cause of Loss** to **Covered Property**.

See Limited Causes of Loss below.

g. Wear and tear, lack of maintenance, gradual deterioration including deterioration from mold, **Fungi** and bacteriological agents, inherent vice, latent defect, moth, insects and vermin.

h. **Communicable Disease**, the fear or threat of **Communicable Disease**, whether actual or perceived, any requirement or recommendation of any governmental authority or consequences thereof regarding a **Communicable Disease**, the actual or alleged transmission, spread or failure to prevent, suppress, or remove a **Communicable Disease** or the reporting of, monitoring of, disclosure of, testing for, or failure to report, monitor, disclose, or test for a **Communicable Disease**..

i. Dishonest or criminal acts, including theft, by the **Covered Party**, **Other Covered Party**, partners, members, officers, managers, **Employees**, **Temporary Employees**, **Leased Employees**, volunteers, directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom the property has been entrusted for any purpose, whether acting alone or in collusion with any other party.

See Crime Coverage Memorandum.

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This Exclusion does not apply to damage caused by a **Covered Cause of Loss** committed or caused by **Employees**, **Temporary Employees** or **Leased Employees**, officers, managers, volunteers or authorized representatives. This exception does not apply to loss or damage due to theft.

j. Shortage discovered or disclosed on taking inventory or unexplained or mysterious disappearance.

k. Delay, loss of market, or loss of use.

l. Dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, change in flavor, color, texture, or finish.

m. Wet or dry rot, settling, cracking, shrinking or expansion of foundations, walls, floors, roofs, or ceilings.

n. Damage to bulkheads, piers, wharves or docks, when the loss or damage is caused by water-pressure, ice or impact of **Watercraft**.

o. Damage to personal property or **Fine Arts** caused by processing, renovating, restoration, retouching, repairing, or faulty workmanship.

This Exclusion does not apply to resultant loss or damage caused directly by fire or explosion and coverage applies solely for such resultant loss or damage.

p. Damage caused by or arising out of breakage of statuary, marbles, glassware, or bric-a-brac.

This Exclusion does not apply to windows, doors, skylights, other structural glass building components, or **Fine Art**.

This Exclusion does not apply to loss or damage caused directly and solely by the following: fire, lightning, smoke, **Aircraft**, theft or attempted theft, wind, windstorm, hail, explosion, riot, civil commotion, vehicle impact, vandalism, malicious mischief, derailment or overturn of conveyance, or sprinkler leakage.

q. Damage caused by asbestos, dioxin or polychlorinated biphenyls or other toxic substances such as formaldehyde, lead and mercury, including removal from any goods, product or structure.

This Exclusion does not apply if the loss or damage is caused directly and solely by fire, lighting, **Aircraft** impact, explosion, riot,

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civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, sprinkler leakage.

r. Exposure to weather conditions where any **Business Personal Property** or **Personal Property** of **Others** is left in the open and not contained in a building.

s. Artificially generated electrical current, including arcing that damages, disturbs, disrupts or otherwise interferes with any:

1) Electrical or electronic wire, device, appliance, system or network; or

2) Device, appliance, system or network utilizing cellular or satellite technology.

See Machinery Breakdown Coverage Memorandum.

This Exclusion does not apply to resultant loss or damage caused directly by fire.

t. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

See Machinery Breakdown Coverage Memorandum.

This Exclusion does not apply to the damage caused by an elevator collision. This Exclusion does not apply to resultant loss or damage caused directly by fire.

u. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by, operated by or under the control of the **Covered Party**.

See Machinery Breakdown Coverage Memorandum.

This Exclusion does not apply for loss or damage caused by or arising out of fire or combustion explosion.

v. Continuous or repeated seepage or leakage of water, or the presence or condensation, or humidity, moisture, or vapor over a period of time longer than 90 days.

w. Bookkeeping, accounting, or billing errors or omissions, alteration, falsification, manipulation, concealment, destruction, or disposal of records arising out of an act to conceal the wrongful giving, taking, obtaining or withholding of money, securities, or other property.

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x. Weather conditions, but this Exclusion applies only if weather conditions contribute concurrently, or in any sequence with or with respect to **Flood**.

If direct physical loss, damage, or expense is caused by an ensuing **Covered Cause of Loss**, that ensuing loss, damage, or expense is covered.

This Exclusion does not apply to 8. Limited Causes of Loss, paragraph C. **Flood**.

y. Acts or decisions of any person, group, organization or governmental body, including but not limited to, the failure to act or decide.

If direct physical loss, damage, or expense is caused by an ensuing **Covered Cause of Loss**, that ensuing loss, damage, or expense is covered.

z. Any of the following which are faulty, inadequate, or defective, whether or not by error, or omission:

1) Planning, zoning, development, surveying, siting, construction, or building codes, ordinances, or building inspections;

2) Design, specifications, workmanship, repair, renovation, remodeling, grading, or compaction;

3) Materials, parts, or equipment used, or to be used, in repair, in construction, renovation, or remodeling; or

4) Maintenance, machine programming, or instructions.

If direct physical loss, damage, or expense is caused by an ensuing **Covered Cause of Loss**, that ensuing loss, damage, or expense is covered.

aa. **Collapse.**

This Exclusion does not apply to **Collapse** caused solely by:

1) Use of defective material or methods in construction, remodeling, or renovation if an abrupt **Collapse** occurs during the course of the construction, remodeling or renovation; or

2) Fire, lightning, explosion, windstorm, hail, smoke, **Aircraft** impact, vehicle impact, riot or civil commotion, vandalism, sprinkler leakage, falling objects, **Sinkhole Collapse**, weight of (i) snow, (ii) ice, (iii) sleet, (iv) water, (v) people, or (vi) personal property.

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bb. Flood, subject to 8. Limited Causes of Loss, paragraph. c.

cc. Any loss or damage arising out of or caused by actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of Pollutants at any time, and whether or not there is any environmental impairment. This Exclusion applies whether or not Pollutants are the direct, indirect, proximate, or remote cause of loss.

This Exclusion does not apply to resultant loss or damage caused directly and solely by fire, lightning, explosion, **Aircraft**, falling objects, sprinkler leakage, collision, upset, or overturn of a conveyance to the extent not otherwise excluded.

dd. Any loss, cost or expense caused by or arising out of any request, demand, order, or statutory, or regulatory requirement that the Covered Party, any Other Covered Party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants, or any fines, penalties, compensatory damages, punitive damages, or any other damages, awards or settlements.

ee. Any increase in loss of rental income, extra expense or expediting expenses due to a delay in rebuilding, repairing or replacing the property, or (i) resuming or (2) continuing the Covered Party's operations, due to interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

ff. Any loss due to the suspension, lapse or cancellation of any license, lease, contract, or order.

This Exclusion does not apply if the suspension, lapse, or cancellation results directly from a **Covered Cause of Loss**. Coverage applies only for the Rental Income Loss or Extra Expense to the **Covered Party** for the length of time which is required to rebuild, repair, or replace the directly damaged **Covered Property**.

gg. Any loss or damage to a property at an Abandoned Location or Vacant Real Property arising out of sprinkler leakage, glass breakage, water damage, vandalism, malicious mischief, theft, or attempted theft.

8. Limited Causes of Loss

The coverage provided under this **Memorandum** is extended to cover loss or damage caused by or arising out of the following Limited Causes of Loss.

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a. **Detrimental Code**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property** or **Electronic Media** and the costs to restore **Electronic Data** arising out of or resulting from **Detrimental Code**.

The sublimit for this Limited Cause of Loss is $350,000 as shown in the Property Declarations Page.

b. **Earthquake Sprinkler Leakage**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property** arising out of or resulting from **Earthquake Sprinkler Leakage**.

The sublimit for this Limited Cause of Loss is $5,000,000 as shown in the Property Declarations Page.

c. **Flood**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property**, consequential Rental Income Loss and Extra Expense incurred by the **Covered Party** arising out of or resulting from **Flood** occurring in a **Non-Special Flood Hazard Area**.

The sublimit for this Limited Cause of Loss is $10,000,000 as shown in the Property Declarations Page.

d. Water or Sewage. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property**, consequential Rental Income Loss and Extra Expense incurred by the **Covered Party** arising out of or resulting from water or sewage which backs up through sewers, drains or sumps.

The sublimit for this Limited Cause of Loss is $100,000 as shown in the Property Declarations Page.

e. Mold, Fungus. This Memorandum is extended to cover direct physical loss or damage to **Covered Property** arising out of or resulting from mold, fungus, or **Fungi**.

The sublimit for this Limited Cause of Loss is $1,000,000 as shown in the Property Declarations Page.

f. Ordinance or Law. This **Memorandum** is extended to **Real Property** and **Builder's Risk** property, solely when a **Covered Cause of Loss** causes direct physical damage to covered **Real Property** at a **Covered Party's** location and an ordinance or law is enforced that regulates the construction, repair or demolition of the damaged **Real Property** or **Builder's Risk** property and which is in force at the time of the loss and includes:

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1) The cost to demolish the undamaged covered **Real Property** or **Builder's Risk** property, remove its debris and repair or replace the undamaged portion of the covered **Real Property** or **Builder's Risk** property;

2) The increased cost to repair or replace the damaged and undamaged portions of the covered **Real Property** or **Builder's Risk** property that sustained the **Covered Cause of Loss**, to the minimum requirements of the applicable ordinances or laws that allow the covered **Real Property** or **Builder's Risk** property to be repaired or replaced; and

3) The increase of Rental Income Loss to comply with the enforced ordinance or law.

This Extension does not include any ordinance or law that requires testing for the presence or concentration, assessing, monitoring, prevent, control, removal, tearing down, demolition, disposal, treatment, clean up, detoxification, neutralization, containment or removal, of any **Pollutants**.

The sublimit for this Limited Cause of Loss is $20,000,000 as shown in the Property Declarations Page.

g. **Terrorism**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property**, consequential Rental Income Loss and Extra Expense incurred by the **Covered Party** arising out of or resulting from **Terrorism**. This Extension does not include any act involving the use of any nuclear device, weapon or material, biological or chemical device, weapon or material.

The sublimit for this Limited Cause of Loss is $2,500,000 as shown in the Property Declarations Page.

h. **Utility Services** – Direct Loss. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property** arising out of **Utility Services**.

The sublimit for this Limited Cause of Loss is $1,000,000 as shown in the Property Declarations Page.

i. **Utility Services** – Consequential Loss. This **Memorandum** is extended to cover the consequential Rental Income Loss or Extra Expense arising out of **Utility Services**.

The sublimit for this Limited Cause of Loss is $1,000,000 as shown in the Property Declarations Page.

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II. Automobile Physical Damage Coverage

1. **Coverage Limit**

The **Coverage Limit** shown in the Property Declarations Page applies to all loss or damage covered in this **Memorandum.** This **Coverage Limit** is extended to **Covered Automobiles**.

2. **Covered Automobiles**

This **Memorandum** covers direct physical loss or damage to **Covered Automobiles**, including its equipment, to the extent of the **Covered Party's** or any loss payee's financial interest in such property and caused by or arising out of a **Covered Causes of Loss**.

3. Excluded Property

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device, or its accessories, designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, or its accessories, that is not permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

This Exclusion does not apply to electronic equipment that is necessary for the normal operation of the **Covered Automobile** or the monitoring of its operating system.

d. Any electronic equipment, or its accessories, that is used to send or receive sound as a citizen's band radio, two-way mobile radio, telephone or scanning monitor receiver unless permanently installed in the dash or console opening normally used by the **Covered Automobile's** manufacturer for the radio.

e. A trailer or semi-trailer, licensed or unlicensed, that was not designed or intended for use primarily on public roads at the time of the loss.

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4. **Covered Causes of Loss**

   This **Memorandum** provides coverage for loss or damage caused by **Covered Causes of Loss**.

5. Excluded Causes of Loss

   This **Memorandum** does not cover any loss or damage caused by or arising out of any of the following:

   a. War, declared or undeclared, civil war, invasion, hostilities, acts of foreign enemies, insurrection, rebellion, revolution, usurped power, cyberwarfare or a warlike action by any military or quasi-military force, including any governmental action in hindering or defending against any of these, martial law or confiscation by order of any government or public authority;

   This Exclusion does not apply to loss or damage arising out of fire, riots, strikes, civil commotion, vandalism, malicious damage;

   b. Loss or damage arising out of or resulting from **Nuclear Hazard;**

   This Exclusion does not apply to damage caused solely by fire that results from nuclear reaction, radiation or radioactive contamination;

   c. Wear and tear, freezing, mechanical or electrical breakdown;

   This Exclusion does not apply to resultant loss not otherwise excluded;

   d. Blowouts, punctures or other road damage to tires.

   This Exclusion does not apply to resultant loss not otherwise excluded.

6. Coverage Extension

   The Coverage Extension is included in the **Coverage Limit** shown in the Property Declarations Page.

   This **Memorandum** will pay expenses which the **Covered Party** becomes legally responsible to pay to an **Other Covered Party**.

7. Automobile Physical Damage Conditions and Responsibilities

   This **Memorandum** is subject to conditions and responsibilities as shown below.

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a. Valuation: A **Covered Automobile** will be valued at **Administrator's** option, at the lesser of

1) The cost to repair or replace with like, kind, and quality;

2) The cost to repair, replace, or return a stolen **Covered Automobile**; or

3) The actual cash value of the **Covered Automobile** at the time of the loss. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss of the **Covered Automobile**.

Administrator will not pay for any diminution of value of the **Covered Automobile**, whether or not as a consequence of a covered loss under either **Comprehensive** or **Collision**.

Administrator will not pay for any loss that does not exceed the **Deductible** shown in Schedule 2.

b. Loss Payment: **Administrator** will pay the covered loss or damage to the **Covered Party** and any loss payee with an interest in the **Covered Automobile**. If any payment is made to a loss payee, **Administrator** will obtain any rights that the loss payee may have against any other party.

8. Additional Definitions Applicable to the Auto Physical Damage Coverage of this **Memorandum**

a. **Collision** means: The **Covered Automobile's** collision with another object or its overturn or upset.

b. **Comprehensive** means: Any cause other than **Collision** or as otherwise excluded in this **Memorandum**. This includes glass breakage, loss caused by hitting a bird or animal or loss caused by falling objects or missiles. However, if the glass breakage is caused by **Collision**, then that glass breakage is covered under **Collision**.

c. **Covered Automobile(s)** means: An **Automobile** that is owned or leased by the **Covered Party**. **Covered Automobile** includes a **Hired Automobile**.

d. **Covered Causes of Loss** means: **Comprehensive** and **Collision**.

e. **Deductible** means: The dollar amount stated in Schedule 2. for **Comprehensive** or **Collision** loss or damage.

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III. Property and Automobile Physical Damage Coverage Conditions

This **Memorandum** is subject to conditions and responsibilities as shown below.

1. Duties in the Event of Loss or Damage

The **Covered Party** must see that the following responsibilities are performed in the event of loss or damage to the **Covered Property** or **Covered Automobile**. Failure to perform these responsibilities may result in a denial of coverage at the **Administrator's** sole discretion.

a. Once the loss is discovered, the **Covered Party** must promptly notify **Administrator** or **TPA** but in no event later than thirty (30) days from the date the loss was discovered bythe **Covered Party**;

b. Take all reasonable steps to protect and preserve the **Covered Automobile** from further damage, keeping a record of the expenses incurred to do so. Provide an accounting of those costs to **Administrator** or **TPA**. These costs will become part of the claim and included in the adjustment of the claim;

c. Notify the police if a law may have been broken and provide a copy of the police report to Administrator or TPA;

d. Preserve the damaged **Covered Property or Covered Automobile** to allow the property to be inspected by **Administrator** or **TPA** and permit **Administrator** or **TPA** to take samples, perform testing or analysis, and take copies of books and records as deemed necessary by **VCSSFA**;

e. Provide a description of the **Covered Property or Covered Automobile** that was involved and details of how, when and where the loss occurred;

f. Cooperate with **Administrator** or **TPA** in the investigation or settlement of the loss;

g. At **Administrator's** request, provide a complete inventory of the damaged **Covered Property** or **Covered Automobile** and include the quantities, costs, values and amount of loss that is being claimed;

h. Send a signed, sworn proof of loss to **Administrator** or **TPA** within thirty (30) days from the date **Administrator** requests this document.

2. Recovered **Property**: If any property is recovered by either **Administrator** or a **Covered Party**, the recovering party must give the other prompt

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notice. At **VCSSFA's** option, the property will be returned to the **Covered Party** and **Administrator** will receive reimbursement from the **Covered Party** for the amount paid for the property. **Administrator** will pay all recovery expenses.

3. Loss Payment: All loss payments shall be payable to the **Administrator**, subject to the **Covered Party's** financial insurable interest in the **Covered Property**. **Administrator** may adjust losses with the owner of the damaged **Covered Property**, subject their financial insurable interest, and such payment will satisfy any claim against **Administrator** and the **VCSSFA** for such loss or damage.

4. **Deductibles**: **Deductibles** will be applied as follows:

   a. The **Deductible** shown in the Declarations for **Wildfire** will be allocated among the **Member(s)** sustaining direct physical loss caused by **Wildfire** in one **Occurrence**. The amount of allocation will be on a pro rata basis determined by the proportion of loss sustained by each **Member** when compared to the total amount of the loss sustained by all **Members** in one **Occurrence**.

   b. The **Deductible** shown in Schedule 2 for Property Deductible will be deducted from the adjusted amount of direct physical loss or damage in any one **Occurrence** caused by a **Covered Cause of Loss,** other than **Wildfire,** sustained by any one **Member**.

   c. The **Deductible** shown in the Declarations for direct physical loss or damage caused by a **Covered Cause of Loss** to **Personal Property of Others** will be deducted from the adjusted amount of loss in any one **Occurrence**.

   d. The **Deductible** shown in the Declarations for loss of rental income caused by a **Covered Cause of Loss** will be deducted from the adjusted amount of loss in any one **Occurrence**.

   e. If the adjusted amount of loss or damage is less than or equal to the **Deductible**, there is no obligation to pay any portion of the loss or damage under this **Memorandum**.

5. Joint Loss Adjustment: This condition is intended to facilitate payment of proceeds under this **Memorandum** in the event loss or damage occurs to **Covered Property** that is covered by both this **Memorandum** and any Machinery Breakdown (also known as Boiler and Machinery) Insurance policy purchased by the **Administrator** for the benefit of its **Covered Parties**. This condition applies when the total amount of the loss or damage is agreed to by the **Administrator** and the Machinery Breakdown insurance company, but there is disagreement as to the amount of payment owed by each and the Machinery Breakdown Policy contains a

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similar Joint Loss Adjustment condition. If these conditions exist, then the loss payment will be as follows:

a. The **Administrator** shall pay the amount that they acknowledge is their portion of the claim;

b. The Machinery Breakdown Insurance Company shall pay the amount that the insurance company acknowledge is their portion of the claim;

c. The **Administrator** and the Machinery Breakdown Insurance Company shall each pay one-half (1/2) of the amount of loss or damage that is in disagreement;

1) The amount paid under this condition shall not exceed the amount the **Administrator** would have paid had no Machinery Breakdown Insurance Policy been in effect at the time of the loss or damage.

2) The **Administrator** and the Machinery Breakdown Insurance Company agree to submit any differences to the **VCSSFA** Dispute Resolution Process.

6. Mortgagee or Trustee: The term Mortgagee shall include Trustee or Loss Payee in this **Memorandum**. Loss or damage arising out of a **Covered Cause of Loss** to **Real Property** owned by a **Covered Party** and covered in this **Memorandum** shall be payable to each Mortgagee in their order of precedence, as their interest may appear. The Mortgagee's right to recover under this **Memorandum** shall not be invalidated by any act or neglect of the property owner, nor by any foreclosure, notice of sale or other proceedings. The Mortgagee shall pay on demand by the **Administrator**, any contribution due by the property owner. The Mortgagee shall have the right to receive payment under this **Memorandum** even if the Mortgagee has started foreclosure, notice of sale or other proceedings against the owner of the property. The Mortgagee shall notify the **Administrator** of any change in hazard of which the Mortgagee is aware and shall pay on demand by the **Administrator**, any contribution due by such increased in hazard. **Administrator** reserves the right to cancel this **Memorandum** as provided by its terms but shall continue coverage for the Mortgagee for a period not to exceed ten (10) days for non-payment of contribution by the **Covered Party** or thirty (30) days for other cause from the date beginning with notice to the Mortgagee. All terms and conditions contained within this **Memorandum** shall also apply to the Mortgagee.

7. Valuation: **Covered Property** will be valued at the lesser of the cost to repair or replace without deduction of depreciation, provided that the

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Covered Property is actually repaired or replaced within a reasonable period of time following the date of loss. Payment will not exceed the amount actually spent to repair or replace the property. If the **Covered Property** is not repaired or replaced, loss payment will not exceed the actual cash value of the **Covered Property** at the time of the loss or damage.

Certain types of property will be valued as follows:

a. All **Real Property** at an **Abandoned Location** is valued at demolition costs subject to a maximum of $250,000.

b. **Accounts Receivable:** For the amounts due from other parties that the **Covered Party** is unable to collect because of a **Covered Cause of Loss** to **Covered Party's** records and includes interest charges on any loan required to offset the amounts that the **Covered Party** is unable to collect, collection expenses in excess of normal expenses or other reasonable expenses incurred to re-establish the **Covered Party's** records.

c. Animals: For the fair market at the time of the loss or damage, subject to the maximums shown in the Property Declarations Page.

d. **Builder's Risk:** At the cost to repair, rebuild or replace to include the replacement value of materials and supplies and reasonable labor and profit.

e. **Electronic Data:** At the least of either the cost to reproduce lost or damaged **Electronic Data** from back-up files or from original sources; or the cost to research, repair, restore, recreate, reconstitute, reproduce or replace similar **Electronic Data** and used for the same purpose

f. **Media:** At the least of either the cost to purchase the blank form of similar **Electronic Media** or the amount actually spent to replace **Electronic Media** with similar **Electronic Media** to be used for the same purpose.

g. **Fine Art**. For unreported **Fine Art** at the cost to repair or replace or actual cash value, whichever is less. For reported **Fine Art** at either the cost to repair or replace or the amount reported to the **VCSSFA**.

h. **Personal Property of Others**: At the lesser of the cost to repair or replace without deduction of depreciation, provided that the **Personal Property of Others** is actually repaired or replaced within a reasonable period of time following the date of loss. Payment will

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not exceed the amount actually spent to repair or replace the property. If the **Personal Property of Others** is not repaired or replaced, loss payment will not exceed the actual cash value or the amount for which the **Covered Party** is legally liable, whichever is less.

i. **Vacant Real Property**. Actual cash value, the amount reported to the **VCSSFA** or the cost to repair or replace, whichever is less.

j. **Valuable Papers and Records**. The value as shown in the **Covered Party's** asset listing or other financial records.

8. Annual contribution: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter as invoiced by the **VCSSFA**. The **VCSSFA** shall not be required to perform any obligations under this **Memorandum** if all contributions and assessments are not paid in accordance with the Bylaws or policies of the **VCSSFA**.

9. Cancellation: This **Memorandum** may be terminated at any time in accordance with the Bylaws of the **VCSSFA** or other applicable policies adopted by the Executive Committee and not inconsistent with the Bylaws

10. Examination of books and records: The **Covered Party** shall, as often as may be reasonably required during the term of this **Memorandum** and up to three years from the expiration date of this **Memorandum**, produce for examination by the **VCSSFA**, or its duly authorized representative, all the books and records, inventories and accounts relating to the **Covered Party**.

11. Inspections: The **VCSSFA** shall be permitted, but is not obligated to, at all reasonable times, inspect any **Covered Property** at a location listed in the schedule on file with the **VCSSFA.** Neither the **VCSSFA**'s right to make inspections nor the making thereof nor any report warrants or implies that all other hazards or conditions are under control at the time of the inspection on behalf of or for the benefit of the **Covered Party** or others; nor are such inspections for compliance with OSHA regulations or other similar laws.

12. Excess Insurance: Each **Covered Party** is hereby granted permission to purchase Insurance or Reinsurance in excess of the **Coverage Limit** per **Occurrence** as stated in the Declarations of this **Memorandum**. Such Excess Insurance or Reinsurance shall not be considered Other Insurance with respect to the application of the Property Coverage Condition 11, "Other Coverage or Insurance".

13. Other Coverage or Insurance: If other collectible insurance, self-insurance or other coverage from any other source is available to the **Covered Party**

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or **Other Covered Party** which is applicable to all, or any part of the same loss, that is also covered by this **Memorandum**, whether such other insurance, self-insurance or other coverage is provided on a primary, excess or contingent basis, the coverage provided by this **Memorandum** shall be, and is, in excess of, and shall not contribute to, or with, such other insurance, self-insurance or other coverage, as the **VCSSFA** is not an Insurer or Co-Insurer but, rather, a risk sharing Joint Powers Authority. Under no circumstances shall the coverage afforded by this **Memorandum** be considered primary, pro rata, concurrent or contributing with such other insurance, self-insurance or other coverage, and the coverage afforded by this **Memorandum** shall not apply until such other insurance, self-insurance or other coverage has been exhausted.

This Condition does not apply to any insurance, self-insurance or other coverage that is purchased specifically to be in excess of this **Memorandum**.

14. No Assignment: This **Memorandum** shall be deemed to be void if assigned or transferred without the prior written consent of the **VCSSFA**.

15. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Covered Party** or **Other Covered Party** shall not relieve the **VCSSFA** of any of its obligations under this **Memorandum**. Notwithstanding the foregoing, the **Covered Party** shall operate, and otherwise maintain, its good standing, and must be in compliance with all statutory requirements as a California public entity or educational institution in order for coverage to exist under this **Memorandum**.

16. Severability of Interests: The term **Covered Party** or **Other Covered Party** is used severally and not collectively. Except with respect to the **Coverage Limit**, this **Memorandum** applies as if each person or organization included in the term **Covered Party** or **Additional Party** was the only person or organization covered in this **Memorandum**. Notwithstanding the foregoing, no aspect of this Provision shall serve to increase the **Coverage Limit** in this **Memorandum**.

17. Subrogation: If a **Covered Party** or **Other Covered Party** has any right to recover all or part of any payment made by the **VCSSFA** on behalf of the **Covered Party** or **Other Covered Party**, it's or their rights are thereby transferred and assigned to the **VCSSFA**. The **Covered Party** or **Other Covered Party** shall provide to and execute such documents as the **VCSSFA** may request to effectuate, and in furtherance of, such transfer or assignment. The **Covered Party** or **Other Covered Party** must do nothing to impair, release or waive these rights absent the prior written consent of the **VCSSFA** and shall, at the request of the **VCSSFA**, help with the enforcement of the **VCSSFA**'s rights in subrogation or otherwise.

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18. Legal Actions: No person or organization who or which is not a **Covered Party** has any right under this **Memorandum** to join, or otherwise cause the **VCSSFA** to become a Party to, or in, a lawsuit or legal action seeking damages from a **Covered Party** or **Other Covered Party** or to bring any legal action against the **VCSSFA**, unless and until all terms within this **Memorandum** have been complied with fully and the amount of the obligation of the **Covered Party** or **Other Covered Party** to pay such other person or organization has been finally determined by a judgment, or settlement has been reached. No legal action or lawsuit may be brought, nor shall any action lie, against a **Covered Party**, **Other Covered Party**, or the **VCSSFA**, with respect to the Coverage afforded by this **Memorandum**, unless it has been brought within two (2) years of the date of an **Occurrence**, on which the legal action of lawsuit is based.

IV. Definitions

1. **Abandoned Location** means: An entire site that has no **Business Personal Property**, has no occupancy, has not been used by the **Covered Party** in more than twelve (12) months and the **Covered Party** has no intent to use in the foreseeable future.

2. **Accounts Receivable** means: Paper records of amounts due to the **Covered Party**.

3. **Additional Covered Party(s)** means: Public Entities, located within the County of Ventura, to which coverage has been extended by the **VCSSFA** Board of Directors. The term **Additional Covered Party** does not include **Members**. Those **Additional Covered Parties** are shown in Schedule 1, paragraph 3.

4. **Administrator** means: The Ventura Schools Self-Funding Authority (**VCSSFA**).

5. **Aggregate** means: The maximum amount for all loss or damage during the **Coverage Period**.

6. **Aircraft** means: A contrivance designed to operate principally in the air. This does not include

   Unmanned Aerial Vehicles, which have a flight weight of 55 pounds or less.

7. **Automobile(s)** means: Any motorized land conveyance including trailers or semi-trailers.

8. **Builder's Risk** means: The financial interest of the **Covered Party** and an **Other Covered Party** as respects **Real Property** in the course of construction. This includes:

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a. Materials, supplies, equipment and machinery, all of which are to be made part of the **Real Property**;

b. Construction forms, cribbing, scaffolding, and other false work;

c. Temporary structures; and

d. Extra Expense and Rental Income Loss as a consequence of direct physical loss or damage arising out of or resulting from a **Covered Cause of Loss.**

9. **Business Personal Property** means: Personal property owned by the **Covered Party** and includes, but is not limited to:

a. Furniture, fixtures, and equipment;

b. Personal property not permanently attached to **Real Property**;

c. Labor, materials and supplies furnished or arranged by the **Covered Party** for **Personal Property of Others**; or

d. Personal property that is leased or rented by the **Covered Party** while on a location reported by the **Covered Party** and the **Covered Party** is obligated by written agreement executed prior to the **Occurrence** to provide coverage for loss or damage to the personal property as is afforded by this **Memorandum**. The coverage afforded to the owner of the personal property shall be no broader than the coverage afforded under this **Memorandum** or as required by the written contract or the **Coverage Limit** shown in the Property Declarations Page, whichever is less.

10. **Collapse** means: Property which has fallen down, is in danger of falling down, is leaning, settling, has caved in, or lost its structural integrity, or has been condemned by a public entity.

11. **Communicable Disease** means: A disease, illness, or condition directly or indirectly caused by, arising out of, or contributed to by, one or more of any pathogen(s), including but not limited to, bacteria, viruses, markers, microbial agents, microorganisms, biological organisms, parasites, insects, protozoa, or any other source, combination, variant or mutation thereof, capable of transmission or spreading by any means from any source.

12. **Coverage Limit** means: The maximum amount the **VCSSFA** will pay under this **Memorandum** for each **Occurrence** during the **Coverage Period** regardless of the number of **Covered Parties** that have sustained loss or damage arising or resulting from the same **Occurrence.**

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13. **Coverage Period** means: The period of time from the date and hour stated in the Property Declarations Page for the inception of coverage, until the date and hour stated in the Property Declarations Page for the expiration of the coverage; or the date and hour of cancellation of this **Memorandum**.

14. **Coverage Territory** means: The United States of America and Canada. The **Coverage Territory** also extends to all parts of the world while **Business Personal Property** or **Personal Property of Others** is in the care, custody or control of the **Covered Party** and the **Covered Party** is acting within the course and scope of their duties.

15. **Covered Cause of Loss** means: Risks of direct physical loss unless the cause of loss is excluded or limited in this **Memorandum.**

16. **Covered Party(s)** means: The **Member** and an **Additional Covered Party.**

17. **Covered Property** means: **Real Property**, **Business Personal Property** and as described and limited under **Covered Property** Extensions.

18. **Deductible** means: The amount of loss or damage that the **Covered Party** must pay with respect to each **Occurrence**. The **VCSSFA** will pay only the covered amount that exceeds the **Deductible**. The **Deductible** is the dollar amount or number of hours or days stated in the Property Declarations Page.

19. **Detrimental Code** means: Any computer virus, malware, program, routine, sub-routine, trojan horse, worm, script or other code string that damages, destroys, alters, or corrupts **Covered Property, Electronic Data** or **Electronic Media,** regardless of how the **Detrimental Code** was introduce or acquired.

    Detrimental Code does not mean any code string that damages, destroys, alters or corrupts **Covered Property** due to faulty, inadequate or defective design, programming, installation, maintenance, specifications or instructions, errors or omissions, wear and tear, gradual deterioration, inherent or latent defect, corrosion or erasure of data, media or software, unless caused by **Detrimental Code**.

    Detrimental Code does not include any fines or penalties.

20. **Earthquake** means: Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event

21. **Earthquake Sprinkler Leakage** means: Discharge of an automatic sprinkler system as a result of an **Earthquake** or volcanic eruption.

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22. **Electronic Data** means: Information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software and original programming.

23. **Electronic Media** means: Recording or storage devices for use with **Electronic Data**. This includes films, tapes, discs, drums or cells or similar magnetic recording or storage devices.

24. **Employee(s)** means: A natural person, compensated directly by, subject to the direction and control of and while acting in the course and scope of their duties for the **Covered Party**.

25. **Fine Art** means: Objects of art or antiquities and includes paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, antique furniture, rare books or manuscripts, porcelains, rare glass and similar property of rarity, historical value or artistic merit.

26. **Flood** means: Inundation of normally dry surfaces, surface water, waves, tidal waves, tsunami, overflow of any body of water, storm surge, spray from any of these, all whether driven by wind or not and mudslide or mudflow.

27. **Fungi** means: Any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by **Fungi**.

28. **Hired Automobile(s)** means: An **Automobile** that a **Covered Party** leases, hires, rents, or borrows for business use. **Hired Automobile** does not include any **Automobile** leased, hired, rented, or borrowed by or for a **Covered Party's** principals, **Employees**, or members of their households, for any personal use.

29. **Leased Employee(s)** means: A natural person who is leased to the **Covered Party** by a labor leasing company under a written contract or agreement to perform duties related to the conduct of the **Covered Party's** business.

30. **Member(s)** means: The public agency(s) named in Schedule 1.

31. **Memorandum** means: This Property Coverage **Memorandum**.

32. **Newly Acquired Real Property** and **Business Personal Property** means: **Real Property**, acquired by the **Covered Party** during the **Coverage Period**. This includes acquired **Business Personal Property** on or within 1,000 feet of the of the **Newly Acquired Real Property**.

33. **Non-Special Flood Hazard Area** means: An area defined by Federal Emergency Management Agency as moderate- to low-risk areas, the risk

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of being flooded is reduced but not completely removed. The area is shown on flood maps as a zone labeled with the letters B, C or X (or a shaded X).

34. **Nuclear Hazard** means: Nuclear reaction, nuclear fuel, nuclear fission, nuclear fusion, nuclear radiation, radioactive contamination, radioactive source material, nuclear or radioactive material, radiological dispersal device, radioisotopes, radioactive waste, spent fuel rods or by-product material.

35. **Occurrence** means: All loss or damage to **Covered Property,** including any consequential covered loss, caused by a **Covered Cause of Loss** resulting from any one event or series of related events during the **Coverage Period**.

    As respects wind as a **Covered Cause of Loss**, **Occurrence** means: All loss or damage to **Covered Property**, including any consequential covered loss, caused by wind, resulting from any one event or series of related events within 72 hours. The expiration date of this **Memorandum** does not interrupt the **Occurrence**.

    As respects 8. Limited Causes of Loss, b. **Earthquake Sprinkler Leakage**, **Occurrence** means: All loss or damage to **Covered Property**, including any consequential covered loss, caused by **Earthquake Sprinkler Leakage**, resulting from any one event or series of related events within 168 hours. The expiration date of this **Memorandum** does not interrupt the **Occurrence**.

36. **Other Covered Party(s)** means: Any party the **Covered Party** is obligated by written agreement executed prior to the **Occurrence** to provide coverage for loss or damage to **Covered Property** as is afforded by this **Memorandum**. The coverage afforded to the **Other Covered Party** shall be no broader than the coverage afforded under this **Memorandum** or as required by the written contract or the **Coverage Limit** shown in the Property Declarations Page, whichever is less.

37. **Perishable Property** means: **Business Personal Property** or **Personal Property of Others** that is maintained under controlled conditions for its preservation and is susceptible to loss or damage if the controlled conditions change.

38. **Personal Property of Others** means: Personal property belonging to a party other than the **Covered Party** that is in the care, custody or control of the **Covered Party** or for which the **Covered Party** is legally liable.

39. **Pollutants** means: Any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, soot, vapors, fumes, acids, alkalis, chemicals, petroleum products and their derivatives,

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hazardous substances, electromagnetic emissions, radioactive materials, asbestos, asbestos fibers, lead, lead paint, radon gas, volatile organic compounds, **Fungi**, waste materials, any material identified as hazardous by the California Code of Regulations or Federal Code of Regulations, or materials to be disposed of, recycled, reconditioned, or reclaimed.

40. **Real Property** means: Buildings, including portable or modular buildings, or structures and includes:

    a. Attached fixtures, machinery and equipment that constitutes a permanent part of the building or structure;

    b. Signs, exterior fixtures, including light fixtures, poles, fencing or well-housings;

    c. Landscaping, including trees, shrubs, plants and lawns; or

    d. Improvements and betterments to **Real Property** that is not owned by the **Covered Party.** The improvements and betterments have been installed or acquired by the **Covered Party** or are required to be covered for loss or damage in a written contract or agreement between the **Covered Party** and the owner of the **Real Property** that was executed prior to the **Occurrence**.

41. **Sinkhole Collapse** means: Sudden sinking or **Collapse** of land into underground empty spaces created by the action of water, the reduction or lack of underground water.

42. **Temporary Employee** means: A natural person furnished or available to a **Covered Party** to substitute for an **Employee** or to meet seasonal workload conditions.

43. **Terrorism** means: Any act, involving the use or threat of force, violence, dangerous conduct, interference with the operations of the **Covered Party**, any business, government or other organization or institution or any similar act when the effect or apparent purpose is to influence or instill fear in any government (de jure or de facto) or the public, or any segment of either, or to further or express support for or opposition to, any political, religious, social ideological or similar type of objective or position and as the term is defined in the Terrorism Risk Insurance Act of 2002, including all amendments thereto and any related legislation or regulations.

44. **Third Party Claims Administrator (TPA)** means: The person or entity designated by **VCSSFA** to provide all **Claim** or **Suit** handling services.

45. **Unmanned Aerial Vehicles** means: A powered unmanned (and not capable of carrying a human operator) aerial vehicle that uses aerodynamic forces to provide vehicle lift, can fly autonomously or be

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piloted remotely, and which contains or carries no explosive or weapon. **Unmanned Aerial Vehicle** does not include any rocket or missile.

46. **Utility Services** means: The partial or complete interruption of electrical power, gas, heating or air conditioning, communications, air, water or steam. Such interruption may occur either on or off the **Covered Party's** location

47. **Vacant** means: **Real Property** that does not contain **Business Personal Property** and is not occupied or used by the **Covered Party** for a period of 12 months or more.

48. **Valuable Papers and Records** means: Paper documents or records that have an intrinsic value to the **Covered Party** for which no duplicates exist.

49. **Ventura County Schools Self-Funding Authority ("VCSSFA")** means: A California Joint Powers Insurance Authority duly organized and empowered to act under, and in accordance with, among other things, California *Government Code* Sections 6500, 990, 990.2, 990.4, and 990.8.

50. **Volcanic Action** means: Direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused solely by airborne, volcanic blast or airborne shock waves, ash, dust or particulate matter, or lava flow. This does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the **Covered Property**. All **Volcanic Action** that results from all volcanic eruptions or explosions that occur within any 168 consecutive hours shall be considered a single **Occurrence**.

51. **Watercraft** means: A vessel designed to transport persons or property in, through, or on water.

52. **Wildfire** means: A fire that is declared a major disaster or emergency pursuant to the Stafford Disaster Relief and Emergency Assistance Act of 1988, originally or as amended, or other applicable state or federal law, or local ordinance or other regulation.

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SCHEDULE 1

PARTICIPATING COVERED PARTIES

Administrator: Ventura County Schools Self-Funding Authority

Briggs Elementary School District

Conejo Valley Unified School District

Fillmore Unified School District

Hueneme Elementary School District

Mesa Union Elementary School District

Moorpark Unified School District

Mupu Elementary School District

Oak Park Unified School District

Ocean View School District

Ojai Unified School District

Oxnard School District

Oxnard Union High School District

Pleasant Valley School District

Rio Elementary School District

Santa Clara Elementary School District

Santa Paula Unified School District

Simi Valley Unified School District

Somis Union School District

Ventura Unified School District

Ventura County Office of Education, including:

- Ventura County Board of Education
- Ventura County Special Education Local Plan Area (SELPA)

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Architecture, Construction, and Engineering (ACE)

Charter High School Camarillo Academy of Progressive Education (CAPE)

Golden Valley Charter School, including:

- Golden Valley Charter School, Inc.

Peak Prep Pleasant Valley Charter School

University Preparation Charter School at CSU Channel Islands

Valley Oak Charter School

Ventura County Schools Business Services Authority

Other Covered Party: As required by written contract or agreement as per the Property Coverage Memorandum.

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EXHIBIT "A"

Schedule 2

Deductibles Schedule for Covered Parties

Member or Covered Party	Other Covered Causes of Loss Property Deductible	Auto Physical Damage			
		Buses		All Other Vehicles	
		Comprehensive	Collision	Comprehensive	Collision
Briggs Elementary School District	$2,000	$500	$1,000	$250	$500
Conejo Valley Unified School District	$50,000	$500	$1,000	$250	$500
Fillmore Unified School District	$50,000	$500	$1,000	$250	$500
Hueneme Elementary School District	$5,000	$500	$1,000	$250	$500
Mesa Union Elementary School District	$2,000	$500	$1,000	$250	$500
Moorpark Unified School District	$25,000	$500	$1,000	$250	$500
Mupu Elementary School District	$2,000	$500	$1,000	$250	$500
Oak Park Unified School District	$5,000	$500	$1,000	$250	$500
Ocean View School District	$5,000	$500	$1,000	$250	$500
Ojai Unified School District	$5,000	$500	$1,000	$250	$500
Oxnard School District	$25,000	$500	$1,000	$250	$500
Oxnard Union High School District	$10,000	$500	$1,000	$250	$500
Pleasant Valley School District	$8,000	$500	$1,000	$250	$500
Rio Elementary School District	$5,000	$500	$1,000	$250	$500
Santa Clara Elementary School District	$2,000	$500	$1,000	$250	$500
Santa Paula Unified School District	$8,000	$500	$1,000	$250	$500
Simi Valley Unified School District	$50,000	$500	$1,000	$250	$500
Somis Union School District	$2,000	$500	$1,000	$250	$500

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EXHIBIT "A"

Ventura Unified School District	$25,000	$500	$1,000	$250	$500
Ventura County Office of Education • Ventura County Board of Education • Ventura County Special Education Local Plan Area (SELPA)	$50,000	$500	$1,000	$250	$500
Architecture, Construction, and Engineering (ACE) Charter High School	$2,000	$500	$1,000	$250	$500
Camarillo Academy of Progressive Education (CAPE)	$2,000	$500	$1,000	$250	$500
Golden Valley Charter School • Golden Valley Charter School, Inc.	$2,000	$500	$1,000	$250	$500
Peak Prep Pleasant Valley Charter School	$2,000	$500	$1,000	$250	$500
University Preparation Charter School at CSUCI	$2,000	$500	$1,000	$250	$500
Valley Oak Charter School	$2,000	$500	$1,000	$250	$500
Ventura County Schools Business Services Authority	$2,000	$500	$1,000	$250	$500
Ventura County Schools Self-Funding Authority	$2,000	$500	$1,000	$250	$500

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APPENDIX A: PROPERTY REINSURANCE

In consideration of its contribution to the **VCSSFA,** as well as the benefits afforded by **VCSSFA's Memorandum,** each **Member,** on behalf of its **Additional Covered Parties,** or **Other Covered Parties**, expressly agrees to, and understands the following:

I. Property Reinsurance Agreement Exclusions:

There are express Exclusions in the Property Reinsurance Agreement. Each of these Exclusions is described in the Property Reinsurance Agreement. Notwithstanding these Exclusions, each **Member** or **Additional Covered Party** of the **VCSSFA** is free to procure coverage as it may deem necessary to protect itself, or any person or entity to whom it may owe any such obligation, or both, from any liability exposure to which it or they may be exposed as a result of the existence of these Exclusions, whether with the assistance of the **VCSSFA,** or otherwise. Further, each **Member** or **Additional Covered Party** should use such coverage as may be available to it from, and through, this **Memorandum,** which may afford coverage for some of these Reinsurer Exclusions.

II. Dispute Resolution with Respect to the Property Reinsurer:

Should any dispute arise with respect to the application, interpretation, or understanding, of the coverage afforded by the Property Reinsurer, or otherwise, no **Member, Additional Covered Party,** or **Other Covered Party,** or any other person or entity who or which is, or may be, entitled to the benefits of the coverage afforded by the Property Reinsurer to the **VCSSFA** has any right of action, whether directly, indirectly, or otherwise, against it, as the contractual relationship by which this Reinsurance is provided exists exclusively through and between the Property Reinsurer and the **VCSSFA,** in accordance with the Case Law and Statutory Authority of the State of California and the United States of America. Nor does any **Member, Additional Covered Party,** or **Other Covered Party** occupy the status of a Third-Party Beneficiary of the Policy(s) provided to the **VCSSFA** by its Property Reinsurer, as the contractual relationship exists solely between the **VCSSFA** and its Property Reinsurer.

III. All Claims and Suits are Handled by the VCSSFA through its TPA:

Any **Claim** brought against a **Member, Additional Covered Party,** or **Other Covered Party,** which may be, or is, in excess of the $350,000 **SIR** of the **VCSSFA,** will be handled directly by the **VCSSFA,** through its designated **TPA,** or otherwise as its Executive Committee may deem appropriate, as is the case with respect to any other **Claim,** or **Suit** in a lesser amount, which would fall within the **VCSSFA** $350,000 **SIR,** unless the Reinsurer elects to handle those which exceed the **VCSSFA SIR.** Therefore, in any instance in which any **Member, Additional Covered Party,** or **Other Covered Party** is, or may be, the subject of a **Claim** or **Suit,** whether actual or potential, which exceeds the **VCSSFA SIR,** the **VCSSFA** will continue to handle and resolve that **Claim,** or **Suit,** through its **TPA,** designated panel counsel, or as its Executive Committee otherwise deems appropriate. In any such instance, the **Member, Additional Covered Party,** or **Other Covered Party** continues to be bound by, and must comply with, all of

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its duties under, and in accordance with the **VCSSFA Memorandum** including, but not limited to, its notice, reporting, cooperation, handling, and **Claim** adjusting procedures. Similarly, application of the coverage of the **Memorandum** to any such excess **Claim** or **Suit,** which might be brought against a **Member, Additional Covered Party,** or **Other Covered Party** and, hence, any question(s) or dispute(s) arising therefrom, between a **Member, Additional Covered Party,** or **Other Covered Party,** on the one hand, and the **VCSSFA,** on the other hand, will be resolved pursuant to Dispute Resolution Process of the **VCSSFA.**

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ADDENDUM A: BUILDER'S RISK

For the Period July 1, 2021 to July 1, 2022

This Addendum applies only when a **Covered Party's** project has been reported to the **VCSSFA** and the completed value of the project exceeds the **Coverage Limit** shown in the Property Coverage Declarations Page for **Builder's Risk**.

The Project Limit shown below replaces the **Coverage Limit** shown in the Property Coverage Declarations Page for **Builder's Risk**. The Project Limit shown below is the only limit that applies and is the maximum amount the **VCSSFA** will pay for direct physical loss or damage that results from a **Covered Cause of Loss**.

Builder's Risk Project Description (this can also be attached):

_____

_____

_____

Project Limit: $25,000,000

Covered Party Deductible:

All terms, conditions, Exclusions and other limitations as set forth in the Property Coverage **Memorandum** apply to the coverage provided by this Addendum, unless specifically changed by this Addendum.

I. This **Memorandum** is extended to cover direct physical loss or damage to the Enrolled Project as described above to the extent of the **Covered Party's** and the **Other Covered Party's** interest in such Project and caused by a **Covered Cause of Loss**. This includes materials, supplies, scaffolding, and temporary structures to be used for this construction, reconstruction, alteration, renovation, or repair.

This **Memorandum** is extended to cover direct physical loss or damage to materials and supplies while in transit and at temporary storage sites within the **Coverage Territory**.

Tools and equipment owned or used by the **Other Covered Party** are not covered.

II. Excluded Property

The following categories of Excluded Property do not apply to the described Project if the value of such has been included in the Project Limit.

a. Excavation, grading, backfilling and filling.

b. Underground pipes, flues, and drains.

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III. Property Conditions and Responsibilities

The following amendments and additional Property Conditions apply to the Enrolled Project.

a. **Deductible**: The **Deductible** shown in this Endorsement will be deducted from the adjusted amount of loss or damage to the described Project in any one **Occurrence**. If the adjusted amount of loss or damage is less than or equal to the **Deductible**, there is no obligation to pay any portion of the loss or damage under this **Memorandum**.

b. Valuation: The described Project will be valued at the lesser of the cost to repair or replace without deduction of depreciation, provided that the damaged property covered under this Endorsement is actually repaired or replaced within a reasonable period of time following the date of loss. Payment will not exceed the amount actually spent to repair or replace the property. Reasonable overhead costs, including profit, will be included in this valuation if these costs are included in Project Limit shown above in this Endorsement. If the damaged property is not repaired or replaced, loss payment will not exceed the actual cash value of the damaged property at the time of the loss or damage.

1) With respect to this Addendum, coverage begins when the **Covered Party** has a financial insurable interest in the described Project.

2) With respect to this Addendum, coverage ends for each **Builder's Risk** project the earlier of:

a) 30 days after the building or structure is occupied or put to its intended use;

b) 30 days after construction is complete and the only party with a financial interest is the **Covered Party** and any Mortgagee or Trustee; or

c) The property is abandoned with no intent to complete.

The **Covered Property** Extension 3, paragraph C, does not apply to this Extension.

This Addendum does not apply to any contractor's tools or equipment.

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Certificate Of Completion

Envelope Id: A81F7923E7E94E04B0AC78E8F56C1703
Status: Completed
Subject: Please DocuSign: Amendment No. 1 - SVHS.pdf
Source Envelope:
Document Pages: 49
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Bond Contracts
bondcontracts@simivalleyusd.org
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Signer Events	Signature	Timestamp
Ed Mierau ed@neffcon.com President Neff Construction Security Level: Email, Account Authentication (None)	Ed Mierau Signature Adoption: Pre-selected Style Signed by link sent to ed@neffcon.com Using IP Address: 174.198.14.238 Signed using mobile	Sent: 5/5/2022 10:30:50 AM Viewed: 5/5/2022 10:36:33 AM Signed: 5/5/2022 10:37:09 AM
Electronic Record and Signature Disclosure: Accepted: 5/5/2022 10:36:33 AM ID: de8ece5d-864f-461e-8a42-bffef789dcfa		
Pamela Jewell pamela.jewell@simivalleyusd.org Administrative Services Assistant II Simi Valley USD Security Level: Email, Account Authentication (None)	PJ Signature Adoption: Pre-selected Style Signed by link sent to pamela.jewell@simivalleyusd.org Using IP Address: 207.157.143.39	Sent: 5/5/2022 10:37:10 AM Viewed: 5/18/2022 9:00:01 AM Signed: 5/18/2022 9:00:11 AM
Electronic Record and Signature Disclosure: Accepted: 10/20/2021 10:27:18 AM ID: 77a719ba-8cfa-478c-ab01-d769f2eee4d0		
Ron Todo ron.todo@simivalleyusd.org Associate Supt. Bus & Fac. Simi Valley Unified School District - Facilities Security Level: Email, Account Authentication (None)	RT Signature Adoption: Uploaded Signature Image Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 5/18/2022 9:00:12 AM Viewed: 5/18/2022 4:27:28 PM Signed: 5/18/2022 4:28:12 PM
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	5/5/2022 10:30:50 AM
Certified Delivered	Security Checked	5/18/2022 4:27:28 PM
Signing Complete	Security Checked	5/18/2022 4:28:12 PM
Completed	Security Checked	5/18/2022 4:28:12 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AMENDMENT 1 TO AGREEMENT NO. R22-02903 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC FOR THE MASTER AGREEMENTS AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #35

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 18, 2022 the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback Contractor for the projects at Royal High School.

On February 15, 2022 the Board of Education approved Agreement No. R22-02903 is being utilized as the Master Construction Agreement for assigning projects to Balfour Beatty Construction, LLC.

The District has changed insurance requirements. See attached.

Fiscal Analysis

None

Recommendation

It is recommended that the Board of Education approve Amendment 1 to Agreement R22-02903 for Master Construction Services, Royal High School.

On a motion # 204 by Trustee Jubran, seconded by Trustee Baghdasaryan and carried by a vote of 5-0, the Board of Education approved, by roll-call-vote, Amendment 1 to Agreement R22-02903 for Master Construction Services Agreement, Royal High School.

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

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AMENDMENT NO. 1

(Master Lease-Leaseback Agreement Royal High School Projects)

This Amendment No. 1 ("Amendment") to the Master Lease-Leaseback Agreement (which is comprised of the Master Site Lease, Master Sublease, and Master Construction Services Agreement, collectively referred to as the "Master Lease-Leaseback Agreement") between Simi Valley Unified School District ("District") and Balfour Beatty Construction, LLC ("Contractor") is hereby amended as follows:

WHEREAS, District and Contractor entered into the Master Lease-Leaseback Agreement for the Royal High School Measure X Projects on or about January 18, 2022;

WHEREAS, the District wishes to amend the insurance requirements; and

WHEREAS, the District and Contractor agree to amend the Master Lease-Leaseback Agreement to modify Section 35.3 and 35.6.1 of the Master Construction Services Agreement.

NOW THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. Section 35.3 of the Master Construction Services Agreement is revised as follows (changes are underlined and deletions are struck through):

   35.3 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be ~~an~~ ISO CG 20 10 11 85 or its equivalent. Any other version of CG 20 10 or 20 38 shall be accompanied by ~~33 (04/813), or an ISO CG 20 38 (04/13) and~~ ISO CG 20 37 (04/13) or its ~~their~~ equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

2. For projects of $25,000,000 or less, Section 35.6.1 of the Master Construction Services Agreement is deleted in its entirety and replaced with the following. For projects in excess of $25,000,000, Section 35.6.1 shall remain unchanged.

   35.6.1 Course-of-Construction Insurance Requirements. The District maintains Builder's Risk insurance through the Ventura County Schools Self-Funding

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Authority ("VCSFFA") for projects up to $25,000,000. A copy of the VCSSFA Property Coverage Memorandum is attached as Exhibit 1. For projects covered by the VCSSFA policy, Contractor will be responsible for the payment of the deductible for any claim made under the Builder's Risk policy.

3. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement or the Master Lease-Leaseback Agreement.

4. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument.

5. In the event of any inconsistency between the terms of this Amendment and the Master Lease-Leaseback Agreement, the terms of this Amendment shall control.

CONTRACTOR	DISTRICT:
BALFOUR BEATTY CONSTRUCTION, LLC	**SIMI VALLEY UNIFIED SCHOOL DISTRICT**
Emily Kay Brian Cahill By: Emily Kay, Vice President Operations-California Name Title	By: Ron Todo Associate Supt. Bus & Fac.
DATE: 6/8/2022 | 6:55 PM PDT 6/8/2022 | 6:56 PM PDT	DATE: 6/16/2022 | 3:03 PM PDT

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EXHIBIT 1

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VCSSFA

Ventura County Schools Self-Funding Authority

PROPERTY COVERAGE MEMORANDUM

For the Period

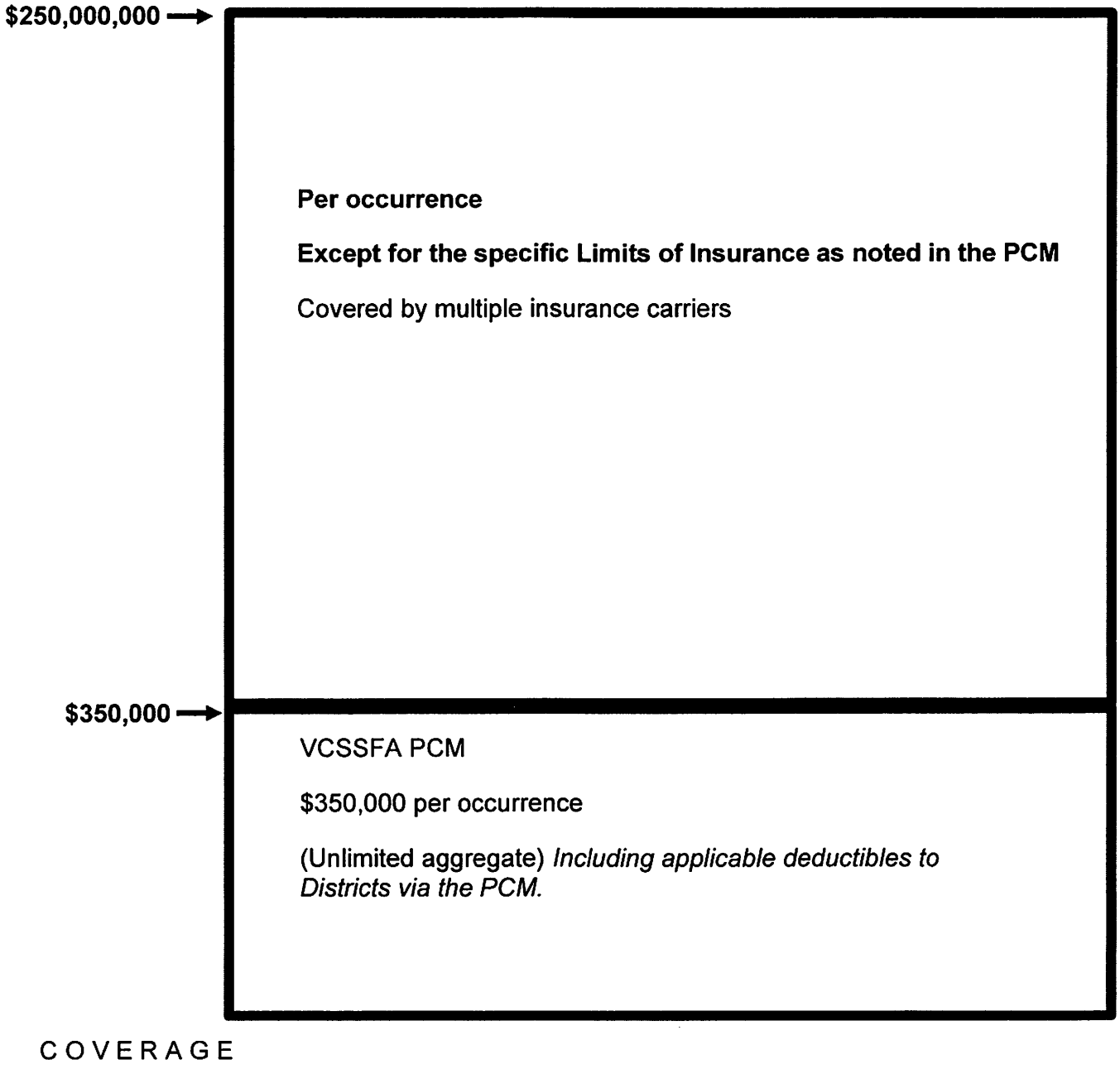
July 1, 2021 to July 1, 2022

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VENTURA COUNTY SCHOOLS SELF-FUNDING AUTHORITY

Illustration of Property Limits

FY 2021-2022



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VCSSFA
Ventura County Schools Self-Funding Authority

PROPERTY COVERAGE MEMORANDUM

COVERAGE DECLARATIONS

MEMORANDUM NUMBER: VCSSFA PCM 2021-2022

ADMINISTRATOR: VENTURA COUNTY SCHOOLS SELF-FUNDING AUTHORITY

MAILING ADDRESS: 5189A Verdugo Way, Camarillo, CA 93012

COVERAGE PERIOD: 12:01 A.M. JULY 1, 2021 to 12:01 A.M. JULY 1, 2022

COVERED MEMBERS: See Schedule 1

Property Coverage Descriptions	**Coverage Limits**
All Covered Property	**$250,000,000 per Occurrence**
Covered Property Extensions Subject to Sublimits of per Occurrence Limit:	
Accounts Receivable	$1,000,000 per Occurrence
Animals	$350,000 per Occurrence $5,000 per Animal
Builder's Risk	$25,000,000 per Occurrence
Business Personal Property in Transit	$350,000 per Occurrence
Business Personal Property on Undescribed / Unscheduled Locations	$350,000 per Occurrence
Electronic Data and Electronic Media	$10,000,000 per Occurrence
Fine Arts	$1,000,000 per Occurrence $25,000 per Item

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Newly Acquired Real Property and Business Personal Property	$10,000,000 per Occurrence
Personal Property of Others	$100,000 per Occurrence $1,000 per Person
Valuable Papers and Records	$1,000,000 per Occurrence
Errors and Omissions	$25,000,000 per Occurrence
Consequential Loss Subject to Sublimits of per Occurrence Limit:	
Claim Preparation Expense	$50,000 per Occurrence
Debris Removal	$10,000,000 per Occurrence
Extra Expense	$5,000,000 per Occurrence
Limited Other Expenses	$100,000 per Occurrence and Aggregate
Fire Department Service Charge	$100,000 per Occurrence
Perishable Property	$350,000 per Occurrence
Pollutant Clean Up and Removal	$350,000 per Occurrence and Aggregate
Rental Income Loss	$5,000,000 per Occurrence
Causes of Loss Subject to Sublimits of per Occurrence Limit:	
Detrimental Code	$350,000 per Occurrence
Earthquake Sprinkler Leakage – Direct Loss	$5,000,000 per Occurrence
Flood – Non-Special Flood Hazard Areas	$10,000,000 per Occurrence
Water or Sewage	$100,000 per Occurrence
Mold, Fungus	$1,000,000 per Occurrence
Ordinance or Law	$20,000,000 per Occurrence
Terrorism	$2,500,000 per Occurrence

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Utility Interruption – Direct Loss	$1,000,000 Per Occurrence
Utility Interruption – Consequential Loss	$1,000,000 Per Occurrence
Deductibles per Occurrence:	
Wildfire	$5,000,000
Personal Property of Others	$100.00
Loss of Rental Income	24 Hours
All Other Covered Cause of Loss	See Schedule 2
Valuation of Property:	
Covered Property	Replacement Cost Value
Accounts Receivable, Electronic Data, Electronic Media, Valuable Papers and Records	Reproduction Cost or Replacement Cost Value
Animals	Market Value
Automobiles	Actual Cash Value
Builder's Risk	Replacement Cost Value including reasonable labor and profit
Fine Art	Cost to Reasonably Restore, Replacement Cost Value or Market Value
Personal Property of Others	Replacement Cost Value
Vacant Buildings; Vacant 12 Months or More	Actual Cash Value

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PROPERTY COVERAGE MEMORANDUM

For the Period July 1, 2021 to July 1, 2022

Throughout this **Memorandum,** words or phrases which appear in **bold** and have special meaning as defined in the Definitions section of this **Memorandum.** These defined words are controlling as to their meaning and effect in this **Memorandum** and in the interpretation of this coverage. The **Ventura County Schools Self-Funding Authority (VCSSFA)** is not an insurance company. Insurance Rules of Construction, nor California Case Law or Statutory Authority are applicable to the coverage provided by, and to the interpretation of, this **Memorandum**. (See **GENERAL CONDITIONS APPLICABLE TO ALL COVERAGE DOCUMENTS**, Section E., paragraph 1. **INTERPRETATION OF THE VCSSFA**

COVERAGE DOCUMENTS). Included and incorporated by reference in this **Memorandum** is the Dispute Resolution Process of the **VCSSFA** (*See* **VCSSFA** General Conditions, Section D.).

In consideration of the timely payment of the contribution, compliance with the provisions of the Joint Powers Agreement and By-laws, and satisfaction of the terms and conditions in this **Memorandum,** the **VCSSFA** provides the following coverages:

I. Property Coverage

1. Coverage Limit

The **Coverage Limit** shown in the Property Declarations Page applies to all loss or damage covered in this **Memorandum.**

2. Covered Property

This **Memorandum** covers direct physical loss or damage to **Covered Property** to the extent of the **Covered Party's** interest in such property and caused by a **Covered Cause of Loss.**

a. **Real Property** owned by the **Covered Party**.

b. **Real Property** that is not owned by the **Covered Party,** for which the **Covered Party** is legally liable for loss or damage under a written contract or agreement with an **Other Covered Party**.

c. **Business Personal Property** on or within 1,000 feet of a location owned or occupied by the **Covered Party**. This includes **Unmanned Aerial Vehicles** that are owned by the **Covered Party** with a weight of 55 pounds or less, including any equipment or cargo.

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3. **Covered Property** Extensions

The **Covered Property** Extensions listed below are part of, and not in addition to, the **Occurrence** limit shown in the Property Declarations Page.

a. **Accounts Receivable** on or within 1,000 feet of a location owned or occupied by the **Covered Party**.

The sublimit for this **Covered Property** Extension is $1,000,000 per **Occurrence** as shown in the Property Declarations Page.

b. Animals which are at a **Covered Party's** location or are in a **Covered Party's** care, custody or control and are maintained as part of a school curriculum or as part of a school-approved club.

The sublimit for this **Covered Property** Extension is $350,000 per **Occurrence** for **Business Personal Property** or **Personal Property of Others**, subject to a maximum of $5,000 per animal, as shown in the Property Declarations Page.

Excluded Property section 4, paragraph c., does not apply to this Extension.

c. **Builder's Risk** at a **Covered Party's** location, at a temporary facility that is owned or rented by the **Covered Party** and while in transit by the **Covered Party**.

With respect to this **Covered Property** Extension, coverage ends for each **Builder's Risk** project the earlier of:

1) 30 days after the building or structure is occupied or put to its intended use;

2) 30 days after construction is complete and the only party with a financial interest is the **Covered Party** and any Mortgagee or Trustee; or

3) The property is abandoned with no intent to complete.

This **Covered Property** Extension does not apply to any contractor's tools or equipment.

The sublimit for this **Covered Property** Extension is $25,000,000 as shown in the Property Declarations Page. (*See* also Addendum A.: Builder's Risk)

d. **Business Personal Property** in transit within the United States of America and Canada.

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The sublimit for this **Covered Property** Extension is $350,000 as shown in the Property Declarations Page.

e. **Electronic Data** and **Electronic Media** on or within 1,000 feet of a location owned or occupied by the **Covered Party.**

The sublimit for this **Covered Property** Extension is $10,000,000 as shown in the Property Declarations Page.

f. **Fine Art** on or within 1,000 feet of a location owned or occupied by the **Covered Party.**

The sublimit for this **Covered Property** Extension is $2,000,000 per **Occurrence**, subject to a maximum of $25,000 per item as shown in the Property Declarations Page.

As part of this **Covered Property** Extension sublimit per **Occurrence**, coverage is extended to **Fine Art** in transit within the continental United States or at an exhibition. The maximum limit for **Fine Art** in transit is $5,000 per **Occurrence** and a maximum of $2,500 per item.

g. **Newly Acquired Real Property** and **Business Personal Property.**

The sublimit for this **Covered Property** Extension is $5,000,000 as shown in the Property Declarations Page.

h. **Personal Property of Others.**

The sublimit for this **Covered Property** Extension is $100,000 per **Occurrence**, subject to a maximum of $1,000 per person as shown in the Property Declarations Page.

i. Valuable Papers and Records on or within 1,000 feet of a location owned or occupied by the Covered Party.

The sublimit for this **Covered Property** Extension is $1,000,000 as shown in the Property Declarations Page.

j. Errors and Omissions. The coverage provided under this **Memorandum** is extended to cover loss or damage to property if such loss or damage is not payable under this policy solely as a result of an error or unintentional omission in the description of the property, the address of the property, failure to include a location, or report any newly acquired property.

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The sublimit for this **Covered Property** Extension is $25,000,000 as shown in the Property Declarations Page.

4. Excluded Property

   a. Currency, money, notes, securities, deeds, evidences of debt;

   See Crime Coverage Memorandum.

   b. Land or water, whether above, or below, ground;

   c. Animals; (*See* **Covered Property** section 3, Extension b.)

   d. **Automobile**, **Aircraft,** or **Watercraft**; (For **Automobile** coverage – *See* I. Automobile Physical Damage below)

   e. Excavation, grading, backfilling, and filling;

   f. Underground pipes, flues, and drains;

   g. Retaining walls, reservoirs, dams, and other similar structures.

5. Consequential Loss Coverage

   The coverage provided under this **Memorandum** is extended to cover loss or damage caused by or arising out of the following.

   a. Claim Preparation Expense. When a **Covered Cause of Loss** causes direct physical loss or damage to **Covered Property**, the coverage provided by this **Memorandum** is extended to include reasonable expenses incurred by the **Covered Party** in preparing the claim data required including making an inventory of the lost or damaged property, making appraisals and preparing other documentation to show the extent of the loss. Costs for a public adjuster, legal expenses or an insurance broker are not covered.

   The sublimit for this Consequential Loss Coverage is $50,000 as shown in the Property Declarations Page.

   b. Debris Removal. When a **Covered Cause of Loss** causes direct physical loss or damage to **Covered Property**, the coverage provided by this **Memorandum** is extended to include expenses incurred in the removal of the debris of **Covered Property** from the location where the loss or damage occurred.

   This Consequential Loss Coverage does not apply to:

   The costs to extract or remove **Pollutants** from the **Covered Property** or debris of **Covered Property**;

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1) The costs to extract **Pollutants** from land, atmosphere or any watercourse or body of water, whether above or below ground;

2) The costs to remove, restore or replace contaminated or polluted land, atmosphere or any watercourse or body of water, whether above or below ground;

3) The costs to remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by **Pollutants** whether or not such removal, transportation or decontamination is required by law or regulation; or

4) The costs to store any property or debris requiring specialized storage because the property or debris is affected by **Pollutants**, whether or not such storage is required by law or regulation.

The sublimit for this Consequential Loss Coverage is $10,000,000 per **Occurrence** or 25% of the amount of direct physical loss or damage to **Covered Property**, whichever is greater, as shown in the Property Declarations Page.

c. Extra Expense. The coverage provided under this **Memorandum** is extended to cover extra expenses or costs as a result of direct loss or damage caused by or arising out a **Covered Cause of Loss** to property at the **Covered Party's** location for the length of time required to rebuild, repair or replace the damaged **Covered Property**. The coverage period for Extra Expense begins as of the date the damage occurred and continues for the length of time which is required to rebuild, repair or replace the directly damaged property. The expiration date of this **Memorandum** does not limit this coverage.

The sublimit for this Consequential Loss Coverage is $5,000,000 per **Occurrence** as shown in the Property Declarations Page.

d. Limited Other Expenses: The coverage provided under this **Memorandum** is extended to include:

1) Extra expenses or costs incurred by a **Covered Party** to mitigate or remove rodent infestation;

2) Extra expenses or costs to remove trees, plants or shrubs;

3) Extra expenses or costs incurred by the **Covered Party** to test for, monitor, clean up, remove, contain, treat, detoxify or

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neutralize contaminants, virus, bacterium, pathogens, or any other microorganism subject to the sublimit per occurrence and in the aggregate recited below and as unrelated to any regulatory order or direction. This Limited Other Expense does not apply to **Pollutants;** as a result of direct loss or damage to **Covered Property** at the **Covered Party's** location caused by or arising out a **Covered Cause of Loss**.

Exclusion 7. h. does not apply to sub-paragraph 3.

The sublimit for this Consequential Loss Coverage is $100,000 per **Occurrence** and in the **Aggregate** as shown in the Property Declarations Page.

e. Fire Department Service Charge. When a fire department is called to save or protect **Covered Property** from a **Covered Cause of Loss**, the coverage provided by this **Memorandum** is extended to include:

1) Charges that may be assessed against the **Covered Party** by the responding fire department;

2) Costs that may be assumed by written contract or agreement with the responding fire department prior to the loss; or

3) Costs that are required by local ordinance or law.

The sublimit for this Consequential Loss Coverage per **Occurrence** is $100,000 as shown in the Property Declarations Page.

f. **Perishable Property**. The coverage provided by this **Memorandum** is extended to include loss or damage to **Perishable Property** caused by or arising out of:

1) A **Covered Cause of Loss**;

2) Contamination by the refrigerant;

3) Interruption of **Utility Services**, meaning complete or partial interruption of electrical power, gas, water or steam, either on or off the **Covered Party's** location; or

4) Any necessary expenses incurred by the **Covered Party** to reduce the amount of loss under this coverage. Such expenses are covered to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

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The sublimit for this Consequential Loss Coverage per **Occurrence** is $350,000 as shown in the Property Declarations Page.

g. Pollutant Clean Up and Removal. When a **Covered Cause of Loss** causes damage to **Covered Property** at a **Covered Party's** location, the coverage provided by this **Memorandum** is extended to include costs incurred to extract **Pollutants** from land or water at that location if the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused by or results from the **Covered Cause of Loss**. These expenses do not include any expenses to test for, monitor, treat, neutralize or assess **Pollutants**.

The sublimit for this Consequential Loss Coverage per **Occurrence** and in the **Aggregate** is $350,000 as shown in the Property Declarations Page.

h. Rental Income Loss. The coverage provided under this **Memorandum** is extended to cover loss of rental income as a result of direct loss or damage caused by or arising out a **Covered Cause of Loss** at the **Covered Party's** location. The coverage period for Rental Income Loss begins as of the date the damage occurred and continues for the length of time which is required to rebuild, repair or replace the directly damaged property. The expiration date of this **Memorandum** does not limit this coverage.

The sublimit for this Consequential Loss Coverage per **Occurrence** is $5,000,000 as shown in the Property Declarations Page.

6. Covered Causes of Loss

This **Memorandum** provides coverage for loss or damage caused by a **Covered Cause of Loss**.

7. Excluded Causes of Loss

This **Memorandum** does not cover any loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently, proximately, or in any sequence to the loss.

a. Earth movement including, but not limited to:

1) **Earthquake**, including tremors and aftershocks and any earth sinking, rising, or shifting related to such event;

2) Volcanic eruption, explosion, effusion, or action;

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3) Landslide, subsidence, tsunami, mudslide, mudflow, rock fall, **Sinkhole Collapse**, including any earth sinking, rising, or shifting related to such event; or

4) Earth sinking, rising or shifting, including soil conditions which cause settling, cracking, or other disarrangement of foundations, or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.

See Limited Causes of Loss below.

This Exclusion applies regardless of whether the loss or damage is caused by an act of nature, or man-made or other artificial causes, in whole or in part.

This Exclusion does not apply to resultant loss or damage caused directly by fire, explosion, or **Volcanic Action** that results from earth movement and coverage applies solely for such resultant loss or damage.

b. **Flood** including:

1) Water or sewage which backs up through sewers, drains, or sumps; or

2) Release of water impounded by a dam.

See Limited Causes of Loss below.

This Exclusion applies regardless of whether the loss or damage is caused by an act of nature, or man-made, or other artificial causes, in whole or in part.

This Exclusion does not apply to resultant loss or damage caused directly by fire, explosion, or sprinkler leakage and coverage applies solely for such resultant loss or damage.

c. Loss or damage arising out of or resulting from **Nuclear Hazard.**

This Exclusion does not apply to resultant loss or damage caused directly by fire that results from nuclear reaction, radiation, or radioactive contamination. Coverage applies solely for such resultant loss or damage.

d. War, declared or undeclared, civil war, invasion, hostilities, acts of foreign enemies, insurrection, rebellion, revolution, usurped power,

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cyberwarfare, or a warlike action by any military or quasi- military force, including any governmental action in hindering, or defending against any of these, martial law, or confiscation by order of any government or public authority.

This Exclusion does not apply to resultant loss or damage caused directly by fire, riots, strikes, civil commotion, vandalism, malicious damage, or sprinkler leakage, and coverage applies solely for such resultant loss or damage.

e. **Terrorism**.

f. Any ordinance or law that regulates the construction, use or repair of any property, requires the tearing down of any property or its removal.

1) This Exclusion also applies to any increased costs incurred to comply with any ordinance or law.

2) This Exclusion applies whether or not there has been a **Covered Cause of Loss** to **Covered Property**.

See Limited Causes of Loss below.

g. Wear and tear, lack of maintenance, gradual deterioration including deterioration from mold, **Fungi** and bacteriological agents, inherent vice, latent defect, moth, insects and vermin.

h. **Communicable Disease**, the fear or threat of **Communicable Disease**, whether actual or perceived, any requirement or recommendation of any governmental authority or consequences thereof regarding a **Communicable Disease**, the actual or alleged transmission, spread or failure to prevent, suppress, or remove a **Communicable Disease** or the reporting of, monitoring of, disclosure of, testing for, or failure to report, monitor, disclose, or test for a **Communicable Disease**..

i. Dishonest or criminal acts, including theft, by the **Covered Party**, **Other Covered Party**, partners, members, officers, managers, **Employees**, **Temporary Employees**, **Leased Employees**, volunteers, directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom the property has been entrusted for any purpose, whether acting alone or in collusion with any other party.

See Crime Coverage Memorandum.

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This Exclusion does not apply to damage caused by a **Covered Cause of Loss** committed or caused by **Employees**, **Temporary Employees** or **Leased Employees**, officers, managers, volunteers or authorized representatives. This exception does not apply to loss or damage due to theft.

j. Shortage discovered or disclosed on taking inventory or unexplained or mysterious disappearance.

k. Delay, loss of market, or loss of use.

l. Dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, change in flavor, color, texture, or finish.

m. Wet or dry rot, settling, cracking, shrinking or expansion of foundations, walls, floors, roofs, or ceilings.

n. Damage to bulkheads, piers, wharves or docks, when the loss or damage is caused by water-pressure, ice or impact of **Watercraft**.

o. Damage to personal property or **Fine Arts** caused by processing, renovating, restoration, retouching, repairing, or faulty workmanship.

This Exclusion does not apply to resultant loss or damage caused directly by fire or explosion and coverage applies solely for such resultant loss or damage.

p. Damage caused by or arising out of breakage of statuary, marbles, glassware, or bric-a-brac.

This Exclusion does not apply to windows, doors, skylights, other structural glass building components, or **Fine Art**.

This Exclusion does not apply to loss or damage caused directly and solely by the following: fire, lightning, smoke, **Aircraft**, theft or attempted theft, wind, windstorm, hail, explosion, riot, civil commotion, vehicle impact, vandalism, malicious mischief, derailment or overturn of conveyance, or sprinkler leakage.

q. Damage caused by asbestos, dioxin or polychlorinated biphenyls or other toxic substances such as formaldehyde, lead and mercury, including removal from any goods, product or structure.

This Exclusion does not apply if the loss or damage is caused directly and solely by fire, lighting, **Aircraft** impact, explosion, riot,

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civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, sprinkler leakage.

r. Exposure to weather conditions where any **Business Personal Property** or **Personal Property** of **Others** is left in the open and not contained in a building.

s. Artificially generated electrical current, including arcing that damages, disturbs, disrupts or otherwise interferes with any:

1) Electrical or electronic wire, device, appliance, system or network; or

2) Device, appliance, system or network utilizing cellular or satellite technology.

See Machinery Breakdown Coverage Memorandum.

This Exclusion does not apply to resultant loss or damage caused directly by fire.

t. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

See Machinery Breakdown Coverage Memorandum.

This Exclusion does not apply to the damage caused by an elevator collision. This Exclusion does not apply to resultant loss or damage caused directly by fire.

u. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by, operated by or under the control of the **Covered Party**.

See Machinery Breakdown Coverage Memorandum.

This Exclusion does not apply for loss or damage caused by or arising out of fire or combustion explosion.

v. Continuous or repeated seepage or leakage of water, or the presence or condensation, or humidity, moisture, or vapor over a period of time longer than 90 days.

w. Bookkeeping, accounting, or billing errors or omissions, alteration, falsification, manipulation, concealment, destruction, or disposal of records arising out of an act to conceal the wrongful giving, taking, obtaining or withholding of money, securities, or other property.

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x. Weather conditions, but this Exclusion applies only if weather conditions contribute concurrently, or in any sequence with or with respect to **Flood**.

If direct physical loss, damage, or expense is caused by an ensuing **Covered Cause of Loss**, that ensuing loss, damage, or expense is covered.

This Exclusion does not apply to 8. Limited Causes of Loss, paragraph C. **Flood**.

y. Acts or decisions of any person, group, organization or governmental body, including but not limited to, the failure to act or decide.

If direct physical loss, damage, or expense is caused by an ensuing **Covered Cause of Loss**, that ensuing loss, damage, or expense is covered.

z. Any of the following which are faulty, inadequate, or defective, whether or not by error, or omission:

1) Planning, zoning, development, surveying, siting, construction, or building codes, ordinances, or building inspections;

2) Design, specifications, workmanship, repair, renovation, remodeling, grading, or compaction;

3) Materials, parts, or equipment used, or to be used, in repair, in construction, renovation, or remodeling; or

4) Maintenance, machine programming, or instructions.

If direct physical loss, damage, or expense is caused by an ensuing **Covered Cause of Loss**, that ensuing loss, damage, or expense is covered.

aa. **Collapse.**

This Exclusion does not apply to **Collapse** caused solely by:

1) Use of defective material or methods in construction, remodeling, or renovation if an abrupt **Collapse** occurs during the course of the construction, remodeling or renovation; or

2) Fire, lightning, explosion, windstorm, hail, smoke, **Aircraft** impact, vehicle impact, riot or civil commotion, vandalism, sprinkler leakage, falling objects, **Sinkhole Collapse**, weight of (i) snow, (ii) ice, (iii) sleet, (iv) water, (v) people, or (vi) personal property.

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bb. Flood, subject to 8. Limited Causes of Loss, paragraph. c.

cc. Any loss or damage arising out of or caused by actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of Pollutants at any time, and whether or not there is any environmental impairment. This Exclusion applies whether or not Pollutants are the direct, indirect, proximate, or remote cause of loss.

This Exclusion does not apply to resultant loss or damage caused directly and solely by fire, lightning, explosion, **Aircraft**, falling objects, sprinkler leakage, collision, upset, or overturn of a conveyance to the extent not otherwise excluded.

dd. Any loss, cost or expense caused by or arising out of any request, demand, order, or statutory, or regulatory requirement that the Covered Party, any Other Covered Party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants, or any fines, penalties, compensatory damages, punitive damages, or any other damages, awards or settlements.

ee. Any increase in loss of rental income, extra expense or expediting expenses due to a delay in rebuilding, repairing or replacing the property, or (i) resuming or (2) continuing the Covered Party's operations, due to interference at the location of the rebuilding, repair, or replacement by strikers or other persons.

ff. Any loss due to the suspension, lapse or cancellation of any license, lease, contract, or order.

This Exclusion does not apply if the suspension, lapse, or cancellation results directly from a **Covered Cause of Loss**. Coverage applies only for the Rental Income Loss or Extra Expense to the **Covered Party** for the length of time which is required to rebuild, repair, or replace the directly damaged **Covered Property**.

gg. Any loss or damage to a property at an Abandoned Location or Vacant Real Property arising out of sprinkler leakage, glass breakage, water damage, vandalism, malicious mischief, theft, or attempted theft.

8. Limited Causes of Loss

The coverage provided under this **Memorandum** is extended to cover loss or damage caused by or arising out of the following Limited Causes of Loss.

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a. **Detrimental Code**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property** or **Electronic Media** and the costs to restore **Electronic Data** arising out of or resulting from **Detrimental Code**.

The sublimit for this Limited Cause of Loss is $350,000 as shown in the Property Declarations Page.

b. **Earthquake Sprinkler Leakage**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property** arising out of or resulting from **Earthquake Sprinkler Leakage**.

The sublimit for this Limited Cause of Loss is $5,000,000 as shown in the Property Declarations Page.

c. **Flood**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property**, consequential Rental Income Loss and Extra Expense incurred by the **Covered Party** arising out of or resulting from **Flood** occurring in a **Non-Special Flood Hazard Area**.

The sublimit for this Limited Cause of Loss is $10,000,000 as shown in the Property Declarations Page.

d. Water or Sewage. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property**, consequential Rental Income Loss and Extra Expense incurred by the **Covered Party** arising out of or resulting from water or sewage which backs up through sewers, drains or sumps.

The sublimit for this Limited Cause of Loss is $100,000 as shown in the Property Declarations Page.

e. Mold, Fungus. This Memorandum is extended to cover direct physical loss or damage to **Covered Property** arising out of or resulting from mold, fungus, or **Fungi**.

The sublimit for this Limited Cause of Loss is $1,000,000 as shown in the Property Declarations Page.

f. Ordinance or Law. This **Memorandum** is extended to **Real Property** and **Builder's Risk** property, solely when a **Covered Cause of Loss** causes direct physical damage to covered **Real Property** at a **Covered Party's** location and an ordinance or law is enforced that regulates the construction, repair or demolition of the damaged **Real Property** or **Builder's Risk** property and which is in force at the time of the loss and includes:

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1) The cost to demolish the undamaged covered **Real Property** or **Builder's Risk** property, remove its debris and repair or replace the undamaged portion of the covered **Real Property** or **Builder's Risk** property;

2) The increased cost to repair or replace the damaged and undamaged portions of the covered **Real Property** or **Builder's Risk** property that sustained the **Covered Cause of Loss**, to the minimum requirements of the applicable ordinances or laws that allow the covered **Real Property** or **Builder's Risk** property to be repaired or replaced; and

3) The increase of Rental Income Loss to comply with the enforced ordinance or law.

This Extension does not include any ordinance or law that requires testing for the presence or concentration, assessing, monitoring, prevent, control, removal, tearing down, demolition, disposal, treatment, clean up, detoxification, neutralization, containment or removal, of any **Pollutants**.

The sublimit for this Limited Cause of Loss is $20,000,000 as shown in the Property Declarations Page.

g. **Terrorism**. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property**, consequential Rental Income Loss and Extra Expense incurred by the **Covered Party** arising out of or resulting from **Terrorism**. This Extension does not include any act involving the use of any nuclear device, weapon or material, biological or chemical device, weapon or material.

The sublimit for this Limited Cause of Loss is $2,500,000 as shown in the Property Declarations Page.

h. **Utility Services** – Direct Loss. This **Memorandum** is extended to cover direct physical loss or damage to **Covered Property** arising out of **Utility Services**.

The sublimit for this Limited Cause of Loss is $1,000,000 as shown in the Property Declarations Page.

i. **Utility Services** – Consequential Loss. This **Memorandum** is extended to cover the consequential Rental Income Loss or Extra Expense arising out of **Utility Services**.

The sublimit for this Limited Cause of Loss is $1,000,000 as shown in the Property Declarations Page.

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II. Automobile Physical Damage Coverage

1. **Coverage Limit**

The **Coverage Limit** shown in the Property Declarations Page applies to all loss or damage covered in this **Memorandum.** This **Coverage Limit** is extended to **Covered Automobiles**.

2. **Covered Automobiles**

This **Memorandum** covers direct physical loss or damage to **Covered Automobiles**, including its equipment, to the extent of the **Covered Party's** or any loss payee's financial interest in such property and caused by or arising out of a **Covered Causes of Loss**.

3. Excluded Property

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device, or its accessories, designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, or its accessories, that is not permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

This Exclusion does not apply to electronic equipment that is necessary for the normal operation of the **Covered Automobile** or the monitoring of its operating system.

d. Any electronic equipment, or its accessories, that is used to send or receive sound as a citizen's band radio, two-way mobile radio, telephone or scanning monitor receiver unless permanently installed in the dash or console opening normally used by the **Covered Automobile's** manufacturer for the radio.

e. A trailer or semi-trailer, licensed or unlicensed, that was not designed or intended for use primarily on public roads at the time of the loss.

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4. **Covered Causes of Loss**

This **Memorandum** provides coverage for loss or damage caused by **Covered Causes of Loss**.

5. Excluded Causes of Loss

This **Memorandum** does not cover any loss or damage caused by or arising out of any of the following:

a. War, declared or undeclared, civil war, invasion, hostilities, acts of foreign enemies, insurrection, rebellion, revolution, usurped power, cyberwarfare or a warlike action by any military or quasi-military force, including any governmental action in hindering or defending against any of these, martial law or confiscation by order of any government or public authority;

This Exclusion does not apply to loss or damage arising out of fire, riots, strikes, civil commotion, vandalism, malicious damage;

b. Loss or damage arising out of or resulting from **Nuclear Hazard;**

This Exclusion does not apply to damage caused solely by fire that results from nuclear reaction, radiation or radioactive contamination;

c. Wear and tear, freezing, mechanical or electrical breakdown;

This Exclusion does not apply to resultant loss not otherwise excluded;

d. Blowouts, punctures or other road damage to tires.

This Exclusion does not apply to resultant loss not otherwise excluded.

6. Coverage Extension

The Coverage Extension is included in the **Coverage Limit** shown in the Property Declarations Page.

This **Memorandum** will pay expenses which the **Covered Party** becomes legally responsible to pay to an **Other Covered Party**.

7. Automobile Physical Damage Conditions and Responsibilities

This **Memorandum** is subject to conditions and responsibilities as shown below.

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a. Valuation: A **Covered Automobile** will be valued at **Administrator's** option, at the lesser of

1) The cost to repair or replace with like, kind, and quality;

2) The cost to repair, replace, or return a stolen **Covered Automobile**; or

3) The actual cash value of the **Covered Automobile** at the time of the loss. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss of the **Covered Automobile**.

Administrator will not pay for any diminution of value of the **Covered Automobile**, whether or not as a consequence of a covered loss under either **Comprehensive** or **Collision**.

Administrator will not pay for any loss that does not exceed the **Deductible** shown in Schedule 2.

b. Loss Payment: **Administrator** will pay the covered loss or damage to the **Covered Party** and any loss payee with an interest in the **Covered Automobile**. If any payment is made to a loss payee, **Administrator** will obtain any rights that the loss payee may have against any other party.

8. Additional Definitions Applicable to the Auto Physical Damage Coverage of this **Memorandum**

a. **Collision** means: The **Covered Automobile's** collision with another object or its overturn or upset.

b. **Comprehensive** means: Any cause other than **Collision** or as otherwise excluded in this **Memorandum**. This includes glass breakage, loss caused by hitting a bird or animal or loss caused by falling objects or missiles. However, if the glass breakage is caused by **Collision**, then that glass breakage is covered under **Collision**.

c. **Covered Automobile(s)** means: An **Automobile** that is owned or leased by the **Covered Party**. **Covered Automobile** includes a **Hired Automobile**.

d. **Covered Causes of Loss** means: **Comprehensive** and **Collision**.

e. **Deductible** means: The dollar amount stated in Schedule 2. for **Comprehensive** or **Collision** loss or damage.

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III. Property and Automobile Physical Damage Coverage Conditions

This **Memorandum** is subject to conditions and responsibilities as shown below.

1. Duties in the Event of Loss or Damage

   The **Covered Party** must see that the following responsibilities are performed in the event of loss or damage to the **Covered Property** or **Covered Automobile**. Failure to perform these responsibilities may result in a denial of coverage at the **Administrator's** sole discretion.

   a. Once the loss is discovered, the **Covered Party** must promptly notify **Administrator** or **TPA** but in no event later than thirty (30) days from the date the loss was discovered bythe **Covered Party**;

   b. Take all reasonable steps to protect and preserve the **Covered Automobile** from further damage, keeping a record of the expenses incurred to do so. Provide an accounting of those costs to **Administrator** or **TPA**. These costs will become part of the claim and included in the adjustment of the claim;

   c. Notify the police if a law may have been broken and provide a copy of the police report to Administrator or TPA;

   d. Preserve the damaged **Covered Property or Covered Automobile** to allow the property to be inspected by **Administrator** or **TPA** and permit **Administrator** or **TPA** to take samples, perform testing or analysis, and take copies of books and records as deemed necessary by **VCSSFA**;

   e. Provide a description of the **Covered Property or Covered Automobile** that was involved and details of how, when and where the loss occurred;

   f. Cooperate with **Administrator** or **TPA** in the investigation or settlement of the loss;

   g. At **Administrator's** request, provide a complete inventory of the damaged **Covered Property** or **Covered Automobile** and include the quantities, costs, values and amount of loss that is being claimed;

   h. Send a signed, sworn proof of loss to **Administrator** or **TPA** within thirty (30) days from the date **Administrator** requests this document.

2. Recovered **Property**: If any property is recovered by either **Administrator** or a **Covered Party**, the recovering party must give the other prompt

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notice. At **VCSSFA's** option, the property will be returned to the **Covered Party** and **Administrator** will receive reimbursement from the **Covered Party** for the amount paid for the property. **Administrator** will pay all recovery expenses.

3. Loss Payment: All loss payments shall be payable to the **Administrator**, subject to the **Covered Party's** financial insurable interest in the **Covered Property**. **Administrator** may adjust losses with the owner of the damaged **Covered Property**, subject their financial insurable interest, and such payment will satisfy any claim against **Administrator** and the **VCSSFA** for such loss or damage.

4. **Deductibles**: **Deductibles** will be applied as follows:

   a. The **Deductible** shown in the Declarations for **Wildfire** will be allocated among the **Member(s)** sustaining direct physical loss caused by **Wildfire** in one **Occurrence**. The amount of allocation will be on a pro rata basis determined by the proportion of loss sustained by each **Member** when compared to the total amount of the loss sustained by all **Members** in one **Occurrence**.

   b. The **Deductible** shown in Schedule 2 for Property Deductible will be deducted from the adjusted amount of direct physical loss or damage in any one **Occurrence** caused by a **Covered Cause of Loss,** other than **Wildfire,** sustained by any one **Member**.

   c. The **Deductible** shown in the Declarations for direct physical loss or damage caused by a **Covered Cause of Loss** to **Personal Property of Others** will be deducted from the adjusted amount of loss in any one **Occurrence**.

   d. The **Deductible** shown in the Declarations for loss of rental income caused by a **Covered Cause of Loss** will be deducted from the adjusted amount of loss in any one **Occurrence**.

   e. If the adjusted amount of loss or damage is less than or equal to the **Deductible**, there is no obligation to pay any portion of the loss or damage under this **Memorandum**.

5. Joint Loss Adjustment: This condition is intended to facilitate payment of proceeds under this **Memorandum** in the event loss or damage occurs to **Covered Property** that is covered by both this **Memorandum** and any Machinery Breakdown (also known as Boiler and Machinery) Insurance policy purchased by the **Administrator** for the benefit of its **Covered Parties**. This condition applies when the total amount of the loss or damage is agreed to by the **Administrator** and the Machinery Breakdown insurance company, but there is disagreement as to the amount of payment owed by each and the Machinery Breakdown Policy contains a

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similar Joint Loss Adjustment condition. If these conditions exist, then the loss payment will be as follows:

a. The **Administrator** shall pay the amount that they acknowledge is their portion of the claim;

b. The Machinery Breakdown Insurance Company shall pay the amount that the insurance company acknowledge is their portion of the claim;

c. The **Administrator** and the Machinery Breakdown Insurance Company shall each pay one-half (1/2) of the amount of loss or damage that is in disagreement;

1) The amount paid under this condition shall not exceed the amount the **Administrator** would have paid had no Machinery Breakdown Insurance Policy been in effect at the time of the loss or damage.

2) The **Administrator** and the Machinery Breakdown Insurance Company agree to submit any differences to the **VCSSFA** Dispute Resolution Process.

6. Mortgagee or Trustee: The term Mortgagee shall include Trustee or Loss Payee in this **Memorandum**. Loss or damage arising out of a **Covered Cause of Loss** to **Real Property** owned by a **Covered Party** and covered in this **Memorandum** shall be payable to each Mortgagee in their order of precedence, as their interest may appear. The Mortgagee's right to recover under this **Memorandum** shall not be invalidated by any act or neglect of the property owner, nor by any foreclosure, notice of sale or other proceedings. The Mortgagee shall pay on demand by the **Administrator**, any contribution due by the property owner. The Mortgagee shall have the right to receive payment under this **Memorandum** even if the Mortgagee has started foreclosure, notice of sale or other proceedings against the owner of the property. The Mortgagee shall notify the **Administrator** of any change in hazard of which the Mortgagee is aware and shall pay on demand by the **Administrator**, any contribution due by such increased in hazard. **Administrator** reserves the right to cancel this **Memorandum** as provided by its terms but shall continue coverage for the Mortgagee for a period not to exceed ten (10) days for non-payment of contribution by the **Covered Party** or thirty (30) days for other cause from the date beginning with notice to the Mortgagee. All terms and conditions contained within this **Memorandum** shall also apply to the Mortgagee.

7. Valuation: **Covered Property** will be valued at the lesser of the cost to repair or replace without deduction of depreciation, provided that the

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Covered Property is actually repaired or replaced within a reasonable period of time following the date of loss. Payment will not exceed the amount actually spent to repair or replace the property. If the **Covered Property** is not repaired or replaced, loss payment will not exceed the actual cash value of the **Covered Property** at the time of the loss or damage.

Certain types of property will be valued as follows:

a. All **Real Property** at an **Abandoned Location** is valued at demolition costs subject to a maximum of $250,000.

b. **Accounts Receivable:** For the amounts due from other parties that the **Covered Party** is unable to collect because of a **Covered Cause of Loss** to **Covered Party's** records and includes interest charges on any loan required to offset the amounts that the **Covered Party** is unable to collect, collection expenses in excess of normal expenses or other reasonable expenses incurred to re-establish the **Covered Party's** records.

c. Animals: For the fair market at the time of the loss or damage, subject to the maximums shown in the Property Declarations Page.

d. **Builder's Risk:** At the cost to repair, rebuild or replace to include the replacement value of materials and supplies and reasonable labor and profit.

e. **Electronic Data:** At the least of either the cost to reproduce lost or damaged **Electronic Data** from back-up files or from original sources; or the cost to research, repair, restore, recreate, reconstitute, reproduce or replace similar **Electronic Data** and used for the same purpose

f. **Media:** At the least of either the cost to purchase the blank form of similar **Electronic Media** or the amount actually spent to replace **Electronic Media** with similar **Electronic Media** to be used for the same purpose.

g. **Fine Art**. For unreported **Fine Art** at the cost to repair or replace or actual cash value, whichever is less. For reported **Fine Art** at either the cost to repair or replace or the amount reported to the **VCSSFA**.

h. **Personal Property of Others**: At the lesser of the cost to repair or replace without deduction of depreciation, provided that the **Personal Property of Others** is actually repaired or replaced within a reasonable period of time following the date of loss. Payment will

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not exceed the amount actually spent to repair or replace the property. If the **Personal Property of Others** is not repaired or replaced, loss payment will not exceed the actual cash value or the amount for which the **Covered Party** is legally liable, whichever is less.

i. **Vacant Real Property**. Actual cash value, the amount reported to the **VCSSFA** or the cost to repair or replace, whichever is less.

j. **Valuable Papers and Records**. The value as shown in the **Covered Party's** asset listing or other financial records.

8. Annual contribution: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter as invoiced by the **VCSSFA**. The **VCSSFA** shall not be required to perform any obligations under this **Memorandum** if all contributions and assessments are not paid in accordance with the Bylaws or policies of the **VCSSFA**.

9. Cancellation: This **Memorandum** may be terminated at any time in accordance with the Bylaws of the **VCSSFA** or other applicable policies adopted by the Executive Committee and not inconsistent with the Bylaws

10. Examination of books and records: The **Covered Party** shall, as often as may be reasonably required during the term of this **Memorandum** and up to three years from the expiration date of this **Memorandum**, produce for examination by the **VCSSFA**, or its duly authorized representative, all the books and records, inventories and accounts relating to the **Covered Party**.

11. Inspections: The **VCSSFA** shall be permitted, but is not obligated to, at all reasonable times, inspect any **Covered Property** at a location listed in the schedule on file with the **VCSSFA.** Neither the **VCSSFA**'s right to make inspections nor the making thereof nor any report warrants or implies that all other hazards or conditions are under control at the time of the inspection on behalf of or for the benefit of the **Covered Party** or others; nor are such inspections for compliance with OSHA regulations or other similar laws.

12. Excess Insurance: Each **Covered Party** is hereby granted permission to purchase Insurance or Reinsurance in excess of the **Coverage Limit** per **Occurrence** as stated in the Declarations of this **Memorandum**. Such Excess Insurance or Reinsurance shall not be considered Other Insurance with respect to the application of the Property Coverage Condition 11, "Other Coverage or Insurance".

13. Other Coverage or Insurance: If other collectible insurance, self-insurance or other coverage from any other source is available to the **Covered Party**

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or **Other Covered Party** which is applicable to all, or any part of the same loss, that is also covered by this **Memorandum**, whether such other insurance, self-insurance or other coverage is provided on a primary, excess or contingent basis, the coverage provided by this **Memorandum** shall be, and is, in excess of, and shall not contribute to, or with, such other insurance, self-insurance or other coverage, as the **VCSSFA** is not an Insurer or Co-Insurer but, rather, a risk sharing Joint Powers Authority. Under no circumstances shall the coverage afforded by this **Memorandum** be considered primary, pro rata, concurrent or contributing with such other insurance, self-insurance or other coverage, and the coverage afforded by this **Memorandum** shall not apply until such other insurance, self-insurance or other coverage has been exhausted.

This Condition does not apply to any insurance, self-insurance or other coverage that is purchased specifically to be in excess of this **Memorandum**.

14. No Assignment: This **Memorandum** shall be deemed to be void if assigned or transferred without the prior written consent of the **VCSSFA**.

15. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Covered Party** or **Other Covered Party** shall not relieve the **VCSSFA** of any of its obligations under this **Memorandum**. Notwithstanding the foregoing, the **Covered Party** shall operate, and otherwise maintain, its good standing, and must be in compliance with all statutory requirements as a California public entity or educational institution in order for coverage to exist under this **Memorandum**.

16. Severability of Interests: The term **Covered Party** or **Other Covered Party** is used severally and not collectively. Except with respect to the **Coverage Limit**, this **Memorandum** applies as if each person or organization included in the term **Covered Party** or **Additional Party** was the only person or organization covered in this **Memorandum**. Notwithstanding the foregoing, no aspect of this Provision shall serve to increase the **Coverage Limit** in this **Memorandum**.

17. Subrogation: If a **Covered Party** or **Other Covered Party** has any right to recover all or part of any payment made by the **VCSSFA** on behalf of the **Covered Party** or **Other Covered Party**, it's or their rights are thereby transferred and assigned to the **VCSSFA**. The **Covered Party** or **Other Covered Party** shall provide to and execute such documents as the **VCSSFA** may request to effectuate, and in furtherance of, such transfer or assignment. The **Covered Party** or **Other Covered Party** must do nothing to impair, release or waive these rights absent the prior written consent of the **VCSSFA** and shall, at the request of the **VCSSFA**, help with the enforcement of the **VCSSFA**'s rights in subrogation or otherwise.

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18. Legal Actions: No person or organization who or which is not a **Covered Party** has any right under this **Memorandum** to join, or otherwise cause the **VCSSFA** to become a Party to, or in, a lawsuit or legal action seeking damages from a **Covered Party** or **Other Covered Party** or to bring any legal action against the **VCSSFA**, unless and until all terms within this **Memorandum** have been complied with fully and the amount of the obligation of the **Covered Party** or **Other Covered Party** to pay such other person or organization has been finally determined by a judgment, or settlement has been reached. No legal action or lawsuit may be brought, nor shall any action lie, against a **Covered Party**, **Other Covered Party**, or the **VCSSFA**, with respect to the Coverage afforded by this **Memorandum**, unless it has been brought within two (2) years of the date of an **Occurrence**, on which the legal action of lawsuit is based.

IV. Definitions

1. **Abandoned Location** means: An entire site that has no **Business Personal Property**, has no occupancy, has not been used by the **Covered Party** in more than twelve (12) months and the **Covered Party** has no intent to use in the foreseeable future.

2. **Accounts Receivable** means: Paper records of amounts due to the **Covered Party**.

3. **Additional Covered Party(s)** means: Public Entities, located within the County of Ventura, to which coverage has been extended by the **VCSSFA** Board of Directors. The term **Additional Covered Party** does not include **Members**. Those **Additional Covered Parties** are shown in Schedule 1, paragraph 3.

4. **Administrator** means: The Ventura Schools Self-Funding Authority (**VCSSFA**).

5. **Aggregate** means: The maximum amount for all loss or damage during the **Coverage Period**.

6. **Aircraft** means: A contrivance designed to operate principally in the air. This does not include

   Unmanned Aerial Vehicles, which have a flight weight of 55 pounds or less.

7. **Automobile(s)** means: Any motorized land conveyance including trailers or semi-trailers.

8. **Builder's Risk** means: The financial interest of the **Covered Party** and an **Other Covered Party** as respects **Real Property** in the course of construction. This includes:

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a. Materials, supplies, equipment and machinery, all of which are to be made part of the **Real Property**;

b. Construction forms, cribbing, scaffolding, and other false work;

c. Temporary structures; and

d. Extra Expense and Rental Income Loss as a consequence of direct physical loss or damage arising out of or resulting from a **Covered Cause of Loss.**

9. **Business Personal Property** means: Personal property owned by the **Covered Party** and includes, but is not limited to:

a. Furniture, fixtures, and equipment;

b. Personal property not permanently attached to **Real Property**;

c. Labor, materials and supplies furnished or arranged by the **Covered Party** for **Personal Property of Others**; or

d. Personal property that is leased or rented by the **Covered Party** while on a location reported by the **Covered Party** and the **Covered Party** is obligated by written agreement executed prior to the **Occurrence** to provide coverage for loss or damage to the personal property as is afforded by this **Memorandum**. The coverage afforded to the owner of the personal property shall be no broader than the coverage afforded under this **Memorandum** or as required by the written contract or the **Coverage Limit** shown in the Property Declarations Page, whichever is less.

10. **Collapse** means: Property which has fallen down, is in danger of falling down, is leaning, settling, has caved in, or lost its structural integrity, or has been condemned by a public entity.

11. **Communicable Disease** means: A disease, illness, or condition directly or indirectly caused by, arising out of, or contributed to by, one or more of any pathogen(s), including but not limited to, bacteria, viruses, markers, microbial agents, microorganisms, biological organisms, parasites, insects, protozoa, or any other source, combination, variant or mutation thereof, capable of transmission or spreading by any means from any source.

12. **Coverage Limit** means: The maximum amount the **VCSSFA** will pay under this **Memorandum** for each **Occurrence** during the **Coverage Period** regardless of the number of **Covered Parties** that have sustained loss or damage arising or resulting from the same **Occurrence.**

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13. **Coverage Period** means: The period of time from the date and hour stated in the Property Declarations Page for the inception of coverage, until the date and hour stated in the Property Declarations Page for the expiration of the coverage; or the date and hour of cancellation of this **Memorandum**.

14. **Coverage Territory** means: The United States of America and Canada. The **Coverage Territory** also extends to all parts of the world while **Business Personal Property** or **Personal Property of Others** is in the care, custody or control of the **Covered Party** and the **Covered Party** is acting within the course and scope of their duties.

15. **Covered Cause of Loss** means: Risks of direct physical loss unless the cause of loss is excluded or limited in this **Memorandum.**

16. **Covered Party(s)** means: The **Member** and an **Additional Covered Party.**

17. **Covered Property** means: **Real Property, Business Personal Property** and as described and limited under **Covered Property** Extensions.

18. **Deductible** means: The amount of loss or damage that the **Covered Party** must pay with respect to each **Occurrence**. The **VCSSFA** will pay only the covered amount that exceeds the **Deductible**. The **Deductible** is the dollar amount or number of hours or days stated in the Property Declarations Page.

19. **Detrimental Code** means: Any computer virus, malware, program, routine, sub-routine, trojan horse, worm, script or other code string that damages, destroys, alters, or corrupts **Covered Property, Electronic Data** or **Electronic Media,** regardless of how the **Detrimental Code** was introduce or acquired.

    Detrimental Code does not mean any code string that damages, destroys, alters or corrupts **Covered Property** due to faulty, inadequate or defective design, programming, installation, maintenance, specifications or instructions, errors or omissions, wear and tear, gradual deterioration, inherent or latent defect, corrosion or erasure of data, media or software, unless caused by **Detrimental Code**.

    Detrimental Code does not include any fines or penalties.

20. **Earthquake** means: Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event

21. **Earthquake Sprinkler Leakage** means: Discharge of an automatic sprinkler system as a result of an **Earthquake** or volcanic eruption.

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22. **Electronic Data** means: Information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software and original programming.

23. **Electronic Media** means: Recording or storage devices for use with **Electronic Data**. This includes films, tapes, discs, drums or cells or similar magnetic recording or storage devices.

24. **Employee(s)** means: A natural person, compensated directly by, subject to the direction and control of and while acting in the course and scope of their duties for the **Covered Party**.

25. **Fine Art** means: Objects of art or antiquities and includes paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, antique furniture, rare books or manuscripts, porcelains, rare glass and similar property of rarity, historical value or artistic merit.

26. **Flood** means: Inundation of normally dry surfaces, surface water, waves, tidal waves, tsunami, overflow of any body of water, storm surge, spray from any of these, all whether driven by wind or not and mudslide or mudflow.

27. **Fungi** means: Any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by **Fungi**.

28. **Hired Automobile(s)** means: An **Automobile** that a **Covered Party** leases, hires, rents, or borrows for business use. **Hired Automobile** does not include any **Automobile** leased, hired, rented, or borrowed by or for a **Covered Party's** principals, **Employees**, or members of their households, for any personal use.

29. **Leased Employee(s)** means: A natural person who is leased to the **Covered Party** by a labor leasing company under a written contract or agreement to perform duties related to the conduct of the **Covered Party's** business.

30. **Member(s)** means: The public agency(s) named in Schedule 1.

31. **Memorandum** means: This Property Coverage **Memorandum**.

32. **Newly Acquired Real Property** and **Business Personal Property** means: **Real Property**, acquired by the **Covered Party** during the **Coverage Period**. This includes acquired **Business Personal Property** on or within 1,000 feet of the of the **Newly Acquired Real Property**.

33. **Non-Special Flood Hazard Area** means: An area defined by Federal Emergency Management Agency as moderate- to low-risk areas, the risk

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of being flooded is reduced but not completely removed. The area is shown on flood maps as a zone labeled with the letters B, C or X (or a shaded X).

34. **Nuclear Hazard** means: Nuclear reaction, nuclear fuel, nuclear fission, nuclear fusion, nuclear radiation, radioactive contamination, radioactive source material, nuclear or radioactive material, radiological dispersal device, radioisotopes, radioactive waste, spent fuel rods or by-product material.

35. **Occurrence** means: All loss or damage to **Covered Property,** including any consequential covered loss, caused by a **Covered Cause of Loss** resulting from any one event or series of related events during the **Coverage Period**.

    As respects wind as a **Covered Cause of Loss**, **Occurrence** means: All loss or damage to **Covered Property**, including any consequential covered loss, caused by wind, resulting from any one event or series of related events within 72 hours. The expiration date of this **Memorandum** does not interrupt the **Occurrence**.

    As respects 8. Limited Causes of Loss, b. **Earthquake Sprinkler Leakage**, **Occurrence** means: All loss or damage to **Covered Property**, including any consequential covered loss, caused by **Earthquake Sprinkler Leakage**, resulting from any one event or series of related events within 168 hours. The expiration date of this **Memorandum** does not interrupt the **Occurrence**.

36. **Other Covered Party(s)** means: Any party the **Covered Party** is obligated by written agreement executed prior to the **Occurrence** to provide coverage for loss or damage to **Covered Property** as is afforded by this **Memorandum**. The coverage afforded to the **Other Covered Party** shall be no broader than the coverage afforded under this **Memorandum** or as required by the written contract or the **Coverage Limit** shown in the Property Declarations Page, whichever is less.

37. **Perishable Property** means: **Business Personal Property** or **Personal Property of Others** that is maintained under controlled conditions for its preservation and is susceptible to loss or damage if the controlled conditions change.

38. **Personal Property of Others** means: Personal property belonging to a party other than the **Covered Party** that is in the care, custody or control of the **Covered Party** or for which the **Covered Party** is legally liable.

39. **Pollutants** means: Any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, soot, vapors, fumes, acids, alkalis, chemicals, petroleum products and their derivatives,

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hazardous substances, electromagnetic emissions, radioactive materials, asbestos, asbestos fibers, lead, lead paint, radon gas, volatile organic compounds, **Fungi**, waste materials, any material identified as hazardous by the California Code of Regulations or Federal Code of Regulations, or materials to be disposed of, recycled, reconditioned, or reclaimed.

40. **Real Property** means: Buildings, including portable or modular buildings, or structures and includes:

    a. Attached fixtures, machinery and equipment that constitutes a permanent part of the building or structure;

    b. Signs, exterior fixtures, including light fixtures, poles, fencing or well-housings;

    c. Landscaping, including trees, shrubs, plants and lawns; or

    d. Improvements and betterments to **Real Property** that is not owned by the **Covered Party.** The improvements and betterments have been installed or acquired by the **Covered Party** or are required to be covered for loss or damage in a written contract or agreement between the **Covered Party** and the owner of the **Real Property** that was executed prior to the **Occurrence**.

41. **Sinkhole Collapse** means: Sudden sinking or **Collapse** of land into underground empty spaces created by the action of water, the reduction or lack of underground water.

42. **Temporary Employee** means: A natural person furnished or available to a **Covered Party** to substitute for an **Employee** or to meet seasonal workload conditions.

43. **Terrorism** means: Any act, involving the use or threat of force, violence, dangerous conduct, interference with the operations of the **Covered Party**, any business, government or other organization or institution or any similar act when the effect or apparent purpose is to influence or instill fear in any government (de jure or de facto) or the public, or any segment of either, or to further or express support for or opposition to, any political, religious, social ideological or similar type of objective or position and as the term is defined in the Terrorism Risk Insurance Act of 2002, including all amendments thereto and any related legislation or regulations.

44. **Third Party Claims Administrator (TPA)** means: The person or entity designated by **VCSSFA** to provide all **Claim** or **Suit** handling services.

45. **Unmanned Aerial Vehicles** means: A powered unmanned (and not capable of carrying a human operator) aerial vehicle that uses aerodynamic forces to provide vehicle lift, can fly autonomously or be

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piloted remotely, and which contains or carries no explosive or weapon. **Unmanned Aerial Vehicle** does not include any rocket or missile.

46. **Utility Services** means: The partial or complete interruption of electrical power, gas, heating or air conditioning, communications, air, water or steam. Such interruption may occur either on or off the **Covered Party's** location

47. **Vacant** means: **Real Property** that does not contain **Business Personal Property** and is not occupied or used by the **Covered Party** for a period of 12 months or more.

48. **Valuable Papers and Records** means: Paper documents or records that have an intrinsic value to the **Covered Party** for which no duplicates exist.

49. **Ventura County Schools Self-Funding Authority ("VCSSFA")** means: A California Joint Powers Insurance Authority duly organized and empowered to act under, and in accordance with, among other things, California *Government Code* Sections 6500, 990, 990.2, 990.4, and 990.8.

50. **Volcanic Action** means: Direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused solely by airborne, volcanic blast or airborne shock waves, ash, dust or particulate matter, or lava flow. This does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the **Covered Property**. All **Volcanic Action** that results from all volcanic eruptions or explosions that occur within any 168 consecutive hours shall be considered a single **Occurrence**.

51. **Watercraft** means: A vessel designed to transport persons or property in, through, or on water.

52. **Wildfire** means: A fire that is declared a major disaster or emergency pursuant to the Stafford Disaster Relief and Emergency Assistance Act of 1988, originally or as amended, or other applicable state or federal law, or local ordinance or other regulation.

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SCHEDULE 1

PARTICIPATING COVERED PARTIES

Administrator: Ventura County Schools Self-Funding Authority

Briggs Elementary School District

Conejo Valley Unified School District

Fillmore Unified School District

Hueneme Elementary School District

Mesa Union Elementary School District

Moorpark Unified School District

Mupu Elementary School District

Oak Park Unified School District

Ocean View School District

Ojai Unified School District

Oxnard School District

Oxnard Union High School District

Pleasant Valley School District

Rio Elementary School District

Santa Clara Elementary School District

Santa Paula Unified School District

Simi Valley Unified School District

Somis Union School District

Ventura Unified School District

Ventura County Office of Education, including:

- Ventura County Board of Education
- Ventura County Special Education Local Plan Area (SELPA)

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Architecture, Construction, and Engineering (ACE)

Charter High School Camarillo Academy of Progressive Education (CAPE)

Golden Valley Charter School, including:

- Golden Valley Charter School, Inc.

Peak Prep Pleasant Valley Charter School

University Preparation Charter School at CSU Channel Islands

Valley Oak Charter School

Ventura County Schools Business Services Authority

Other Covered Party: As required by written contract or agreement as per the Property Coverage Memorandum.

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Schedule 2

Deductibles Schedule for Covered Parties

Member or Covered Party	Other Covered Causes of Loss Property Deductible	Auto Physical Damage			
		Buses		All Other Vehicles	
		Comprehensive	Collision	Comprehensive	Collision
Briggs Elementary School District	$2,000	$500	$1,000	$250	$500
Conejo Valley Unified School District	$50,000	$500	$1,000	$250	$500
Fillmore Unified School District	$50,000	$500	$1,000	$250	$500
Hueneme Elementary School District	$5,000	$500	$1,000	$250	$500
Mesa Union Elementary School District	$2,000	$500	$1,000	$250	$500
Moorpark Unified School District	$25,000	$500	$1,000	$250	$500
Mupu Elementary School District	$2,000	$500	$1,000	$250	$500
Oak Park Unified School District	$5,000	$500	$1,000	$250	$500
Ocean View School District	$5,000	$500	$1,000	$250	$500
Ojai Unified School District	$5,000	$500	$1,000	$250	$500
Oxnard School District	$25,000	$500	$1,000	$250	$500
Oxnard Union High School District	$10,000	$500	$1,000	$250	$500
Pleasant Valley School District	$8,000	$500	$1,000	$250	$500
Rio Elementary School District	$5,000	$500	$1,000	$250	$500
Santa Clara Elementary School District	$2,000	$500	$1,000	$250	$500
Santa Paula Unified School District	$8,000	$500	$1,000	$250	$500
Simi Valley Unified School District	$50,000	$500	$1,000	$250	$500
Somis Union School District	$2,000	$500	$1,000	$250	$500

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Ventura Unified School District	$25,000	$500	$1,000	$250	$500
Ventura County Office of Education • Ventura County Board of Education • Ventura County Special Education Local Plan Area (SELPA)	$50,000	$500	$1,000	$250	$500
Architecture, Construction, and Engineering (ACE) Charter High School	$2,000	$500	$1,000	$250	$500
Camarillo Academy of Progressive Education (CAPE)	$2,000	$500	$1,000	$250	$500
Golden Valley Charter School • Golden Valley Charter School, Inc.	$2,000	$500	$1,000	$250	$500
Peak Prep Pleasant Valley Charter School	$2,000	$500	$1,000	$250	$500
University Preparation Charter School at CSUCI	$2,000	$500	$1,000	$250	$500
Valley Oak Charter School	$2,000	$500	$1,000	$250	$500
Ventura County Schools Business Services Authority	$2,000	$500	$1,000	$250	$500
Ventura County Schools Self-Funding Authority	$2,000	$500	$1,000	$250	$500

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APPENDIX A: PROPERTY REINSURANCE

In consideration of its contribution to the **VCSSFA,** as well as the benefits afforded by **VCSSFA's Memorandum,** each **Member,** on behalf of its **Additional Covered Parties,** or **Other Covered Parties**, expressly agrees to, and understands the following:

I. Property Reinsurance Agreement Exclusions:

There are express Exclusions in the Property Reinsurance Agreement. Each of these Exclusions is described in the Property Reinsurance Agreement. Notwithstanding these Exclusions, each **Member** or **Additional Covered Party** of the **VCSSFA** is free to procure coverage as it may deem necessary to protect itself, or any person or entity to whom it may owe any such obligation, or both, from any liability exposure to which it or they may be exposed as a result of the existence of these Exclusions, whether with the assistance of the **VCSSFA,** or otherwise. Further, each **Member** or **Additional Covered Party** should use such coverage as may be available to it from, and through, this **Memorandum,** which may afford coverage for some of these Reinsurer Exclusions.

II. Dispute Resolution with Respect to the Property Reinsurer:

Should any dispute arise with respect to the application, interpretation, or understanding, of the coverage afforded by the Property Reinsurer, or otherwise, no **Member, Additional Covered Party,** or **Other Covered Party,** or any other person or entity who or which is, or may be, entitled to the benefits of the coverage afforded by the Property Reinsurer to the **VCSSFA** has any right of action, whether directly, indirectly, or otherwise, against it, as the contractual relationship by which this Reinsurance is provided exists exclusively through and between the Property Reinsurer and the **VCSSFA,** in accordance with the Case Law and Statutory Authority of the State of California and the United States of America. Nor does any **Member, Additional Covered Party,** or **Other Covered Party** occupy the status of a Third-Party Beneficiary of the Policy(s) provided to the **VCSSFA** by its Property Reinsurer, as the contractual relationship exists solely between the **VCSSFA** and its Property Reinsurer.

III. All Claims and Suits are Handled by the VCSSFA through its TPA:

Any **Claim** brought against a **Member, Additional Covered Party,** or **Other Covered Party,** which may be, or is, in excess of the $350,000 **SIR** of the **VCSSFA,** will be handled directly by the **VCSSFA,** through its designated **TPA,** or otherwise as its Executive Committee may deem appropriate, as is the case with respect to any other **Claim,** or **Suit** in a lesser amount, which would fall within the **VCSSFA** $350,000 **SIR,** unless the Reinsurer elects to handle those which exceed the **VCSSFA SIR.** Therefore, in any instance in which any **Member, Additional Covered Party,** or **Other Covered Party** is, or may be, the subject of a **Claim** or **Suit,** whether actual or potential, which exceeds the **VCSSFA SIR,** the **VCSSFA** will continue to handle and resolve that **Claim,** or **Suit,** through its **TPA,** designated panel counsel, or as its Executive Committee otherwise deems appropriate. In any such instance, the **Member, Additional Covered Party,** or **Other Covered Party** continues to be bound by, and must comply with, all of

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its duties under, and in accordance with the **VCSSFA Memorandum** including, but not limited to, its notice, reporting, cooperation, handling, and **Claim** adjusting procedures. Similarly, application of the coverage of the **Memorandum** to any such excess **Claim** or **Suit,** which might be brought against a **Member, Additional Covered Party,** or **Other Covered Party** and, hence, any question(s) or dispute(s) arising therefrom, between a **Member, Additional Covered Party,** or **Other Covered Party,** on the one hand, and the **VCSSFA,** on the other hand, will be resolved pursuant to Dispute Resolution Process of the **VCSSFA.**

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ADDENDUM A: BUILDER'S RISK

For the Period July 1, 2021 to July 1, 2022

This Addendum applies only when a **Covered Party's** project has been reported to the **VCSSFA** and the completed value of the project exceeds the **Coverage Limit** shown in the Property Coverage Declarations Page for **Builder's Risk**.

The Project Limit shown below replaces the **Coverage Limit** shown in the Property Coverage Declarations Page for **Builder's Risk**. The Project Limit shown below is the only limit that applies and is the maximum amount the **VCSSFA** will pay for direct physical loss or damage that results from a **Covered Cause of Loss**.

Builder's Risk Project Description (this can also be attached):

_____

_____

_____

Project Limit: $25,000,000

Covered Party Deductible:

All terms, conditions, Exclusions and other limitations as set forth in the Property Coverage **Memorandum** apply to the coverage provided by this Addendum, unless specifically changed by this Addendum.

I. This **Memorandum** is extended to cover direct physical loss or damage to the Enrolled Project as described above to the extent of the **Covered Party's** and the **Other Covered Party's** interest in such Project and caused by a **Covered Cause of Loss**. This includes materials, supplies, scaffolding, and temporary structures to be used for this construction, reconstruction, alteration, renovation, or repair.

This **Memorandum** is extended to cover direct physical loss or damage to materials and supplies while in transit and at temporary storage sites within the **Coverage Territory**.

Tools and equipment owned or used by the **Other Covered Party** are not covered.

II. Excluded Property

The following categories of Excluded Property do not apply to the described Project if the value of such has been included in the Project Limit.

a. Excavation, grading, backfilling and filling.

b. Underground pipes, flues, and drains.

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III. Property Conditions and Responsibilities

The following amendments and additional Property Conditions apply to the Enrolled Project.

a. **Deductible**: The **Deductible** shown in this Endorsement will be deducted from the adjusted amount of loss or damage to the described Project in any one **Occurrence**. If the adjusted amount of loss or damage is less than or equal to the **Deductible**, there is no obligation to pay any portion of the loss or damage under this **Memorandum**.

b. Valuation: The described Project will be valued at the lesser of the cost to repair or replace without deduction of depreciation, provided that the damaged property covered under this Endorsement is actually repaired or replaced within a reasonable period of time following the date of loss. Payment will not exceed the amount actually spent to repair or replace the property. Reasonable overhead costs, including profit, will be included in this valuation if these costs are included in Project Limit shown above in this Endorsement. If the damaged property is not repaired or replaced, loss payment will not exceed the actual cash value of the damaged property at the time of the loss or damage.

1) With respect to this Addendum, coverage begins when the **Covered Party** has a financial insurable interest in the described Project.

2) With respect to this Addendum, coverage ends for each **Builder's Risk** project the earlier of:

a) 30 days after the building or structure is occupied or put to its intended use;

b) 30 days after construction is complete and the only party with a financial interest is the **Covered Party** and any Mortgagee or Trustee; or

c) The property is abandoned with no intent to complete.

The **Covered Property** Extension 3, paragraph C, does not apply to this Extension.

This Addendum does not apply to any contractor's tools or equipment.

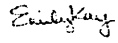
DocuSign

Certificate Of Completion

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Subject: Please DocuSign: Amendment No. 1 - Royal.pdf
Source Envelope:
Document Pages: 49
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 1
Bond Contracts
AutoNav: Enabled
bondcontracts@simivalleyusd.org
EnvelopeId Stamping: Enabled
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

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Pool: StateLocal
Storage Appliance Status: Connected
Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
Emily Kay ekay@balfourbeattyus.com Emily Kay, Vice President Operations Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Signed by link sent to ekay@balfourbeattyus.com Using IP Address: 206.170.126.10	Sent: 6/8/2022 10:03:17 AM Viewed: 6/8/2022 6:54:53 PM Signed: 6/8/2022 6:55:42 PM
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Brian Cahill bcahill@balfourbeattyus.com Division President-California Balfour Beatty LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Signed by link sent to bcahill@balfourbeattyus.com Using IP Address: 70.234.2.132 Signed using mobile	Sent: 6/8/2022 6:55:43 PM Viewed: 6/8/2022 6:56:17 PM Signed: 6/8/2022 6:56:28 PM
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Pamela Jewell pamela.jewell@simivalleyusd.org Administrative Services Assistant II Simi Valley USD Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to pamela.jewell@simivalleyusd.org Using IP Address: 207.157.143.39	Sent: 6/8/2022 6:56:29 PM Viewed: 6/16/2022 2:22:53 PM Signed: 6/16/2022 2:23:04 PM
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Signer Events	Signature	Timestamp
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 Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/16/2022 2:23:05 PM Viewed: 6/16/2022 3:02:26 PM Signed: 6/16/2022 3:03:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/16/2022 3:03:01 PM
Completed	Security Checked	6/16/2022 3:03:01 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF AMENDMENT 1 TO AGREEMENT NO. R22-01790 SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR THE QUAD PROJECTS AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #36

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. The firm of Jordan, Gilbert & Bain (JGB) Landscape Architects, Inc. is on the approved list, A17.424.

Improvements to the quad and student pathways at Simi Valley High School are needed. Jordan, Gilbert & Bain Landscape Architects, Inc. provided the landscape architect services for the preparation of design studies for the improvements. JGB will provide the Design Development through Closeout services for the Quad improvements to the quad areas at Simi Valley High School. The firm of Jordan, Gilbert & Bain is on the approved list of landscape architects.

District requested additional scope of work: Per the Division of State Architects, the fire lane on the east and west side of the main quad is required to be widened to incorporate a fire truck.

Fiscal Analysis

$217,912.00 Original Contract
$ 19,450.32 4% Reimbursable
$237,362.32 Total Contract including a 4% reimbursable
$ 10,712.00 Amendment #1
$248,074.32 Total Revised Contract, funded by Measure X

Recommendation

It is recommended that the Board of Education approve Amendment 1 to Agreement R22-01790 for landscape architectural services, for the Quad Projects at Simi Valley HS.

On a motion #2.04 by Trustee Jubran, seconded by Trustee Bagdasaryan and carried by a vote of 5 | 0, the Board of Education approved, by roll-call-vote, Amendment to Agreement R22-01790 for landscape architectural services for Quad Projects at Simi Valley High School.

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

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

AMENDMENT

Project Name:	Quad Project	Amendment #:	1
Site:	Simi Valley High School	Board Date:	14-Jun-22
To (Architect):	Jordan, Gilbert & Bain Landscape Architects	Bid #:	
Address:	459 North Ventrua Avenuse Ventura, CA 93065	Requistion #:	R22-01790
		P.O. #:	

THE CONTRACT IS CHANGED AS FOLLOWS:
District requested additional scope of work:
Per the Division of State Architects, the fire lane on the east and west side of the main quad is required to be widened to incorporate a fire truck.
Changes orginal free from OPSC Sliding Scale to a Fixed Fee. See Attachement A for Fee Only

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount			Adjustment to Contract Schedule	
Original Contract Amount:	$	237,362.32	Original Contract Duration:	N/A
Total Prior Change Orders:	$	-	Original Completion Date:	November 18, 2022
Contract Sum Prior to this Change Order:	$	237,362.32	Total Approved Time Extension to Date:	December 15, 2023
Amount of this Change Order:	$	10,712.00	Adjustment per this Change Order:	
Revised Contract Amount:	$	248,074.32	New Completion Date:	December 15, 2023
% for this Change Order		4.51%		

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

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

Contractor	Signature [SimiPCC20118]	Date
Paul Jordan Architect	Paul Jordan Signature	6/6/2022 | 10:57 AM PDT Date
Robin Rickman Project Coordinator	Robin Rickman Signature	6/6/2022 | 11:03 AM PDT Date
JEFF KIPP Construction Project Manager	Jeff Kipp Signature	6/6/2022 | 12:31 PM PDT Date
LORI RUBENSTEIN Bond Program Manager	LORI RUBENSTEIN Signature	6/6/2022 | 12:49 PM PDT Date
RON TODO Associate Superintendent, Business & Facilities	R.T. Signature	6/15/2022 | 3:33 PM PDT Date

DR

DocuSign Envelope ID: C7821BF7-5438-415B-96A1-DADCADB8B0A7

REQUEST FOR ADDITIONAL SERVICES #1 – MAY 25, 2022

PROJECT: **SIMI VALLEY HIGH SCHOOL QUADS AND STUDENT PATHWAYS – P.O. #P22-01670**

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

CLIENT: **SIMI VALLEY UNIFIED SCHOOL DISTRICT**
101 W. COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065-1934

ATTENTION: **ROBIN RICKMAN**

This Request authorizes the Landscape Architect to provide additional services for the expansion of the fire lane east and west of the main central quad. This request is based on a fixed fee cost to cover the time needed to prepare the revised documents. No adjustments will be made based construction cost.

LANDSCAPE ARCHITECT:

1. Prepare additional plans for the expanded fire lane including an existing conditions and removals plan, an additional staking plan, and details, an additional planting plan. Cost for this work. - $5,872.00
2. Prepare additional irrigation plans for the revised and new planting areas. Cost for this work. - $1,740.00

ELECTRICAL ENGINEER

1. Prepare additional electrical plans for the new light fixtures added to the fire lane expansion areas. Cost for this work. - $3,100.00

Total requested fee for this additional service $10,712.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME

BY: _____ **DATE** May 25, 2022

PAUL J. JORDAN, LANDSCAPE ARCHITECT #1443
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.

DocuSign

Certificate Of Completion

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Document Pages: 3
Signatures: 5
Envelope Originator:
Certificate Pages: 6
Initials: 1
Bond Contracts
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bondcontracts@simivalleyusd.org
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Record Tracking

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Pool: Simi Valley Unified School District - Facilities
Location: DocuSign

Signer Events	Signature	Timestamp
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Robin Rickman robin.rickman@simivalleyusd.org Security Level: Email, Account Authentication (None)	Robin Rickman Signature Adoption: Pre-selected Style Signed by link sent to robin.rickman@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 6/6/2022 10:57:04 AM Viewed: 6/6/2022 11:03:35 AM Signed: 6/6/2022 11:03:53 AM
Electronic Record and Signature Disclosure: Accepted: 6/6/2022 11:03:35 AM ID: 7dfdef40-cdb7-483e-a71a-61119d9e1eb3		
Jeff Kipp jeffery.kipp@simivalleyusd.org Security Level: Email, Account Authentication (None)	Jeff Kipp Signature Adoption: Pre-selected Style Signed by link sent to jeffery.kipp@simivalleyusd.org Using IP Address: 207.157.143.39	Sent: 6/6/2022 11:03:54 AM Viewed: 6/6/2022 12:30:20 PM Signed: 6/6/2022 12:31:41 PM
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Signer Events	Signature	Timestamp
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	LORI RUBENSTEIN Signature Adoption: Pre-selected Style Signed by link sent to lori.rubenstein@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/6/2022 12:31:42 PM Viewed: 6/6/2022 12:49:34 PM Signed: 6/6/2022 12:49:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	DR Signature Adoption: Pre-selected Style Signed by link sent to desiree.rask@simivalleyusd.org Using IP Address: 207.157.143.2	Sent: 6/6/2022 12:50:00 PM Viewed: 6/15/2022 1:50:21 PM Signed: 6/15/2022 1:50:26 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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 Signed by link sent to ron.todo@simivalleyusd.org Using IP Address: 207.157.143.41	Sent: 6/15/2022 1:50:27 PM Viewed: 6/15/2022 3:32:59 PM Signed: 6/15/2022 3:33:07 PM
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	6/1/2022 9:41:31 AM
Certified Delivered	Security Checked	6/15/2022 3:32:59 PM
Signing Complete	Security Checked	6/15/2022 3:33:07 PM
Completed	Security Checked	6/15/2022 3:33:07 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date
Signature

TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS UNDER CUPCCAA AND AGREEMENTS; MARCH 7, 2022 TO MAY 30, 2022

Business & Facilities
Consent #37

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between March 7, 2022 through May 30, 2022.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA between March 7, 2022 through May 30, 2022 is **$498,198.62** as shown on Exhibit "A".

Recommendation

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

On a motion # 204 by Trustee Jubran, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education Ratified, by roll-call-vote, Measure X Funded Field Contracts Under CUPCCAA and Agreements; March 7, 2022 through May 30, 2022.

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

MEASURE X FIELD CONTRACTS UNDER CUPCCAA AND AGREEMENTS FROM 3/7/2022 TO 5/30/2022

Req Date	Req #	PO #	Vendor	Total Amt	Comment
3/11/2022	R22-03475	P22-03177	AGOSTI'S MOVING & STORAGE	$ 3,637.84	FIELD OFFICE FURNITURE MOVE
3/14/2022	R22-03500	P22-03321	EMPIRE CABLING, INC.	$ 724.67	SVHS CABLING COACH OFFICE
3/16/2022	R22-03532	P22-03236	AGOSTI'S MOVING & STORAGE	$ 10,978.45	VISTA FURNITURE MOVE CLASS RENO
3/17/2022	R22-03547	P22-03212	DIVISION OF THE STATE ARCHITECTURE	$ 1,457.90	SVHS DSA QUAD
3/22/2022	R22-03587	P22-03322	CLARK SEIF CLARK, INC.	$ 8,356.80	SVHS LOR BOYS & GIRLS LOCKER ROOM
3/22/2022	R22-03590	P22-03534	AGOSTI'S MOVING & STORAGE	$ 7,380.00	VISTA LIBRARY CART RENTAL
3/22/2022	R22-03591	P22-03261	LUSTRE-CAL CORPORATION	$ 6,025.73	IT BAR CODES STUDENT DEVICES
3/25/2022	R22-03689	P22-03512	MACKEY ELECTRIC	$ 2,139.00	RHS BOYS LOCKER ROOM ELECTRICAL
3/25/2022	R22-03700	P22-03410	CLARK SEIF CLARK, INC.	$ 16,473.60	SVHS LOR CLASS RENO D
4/7/2022	R22-03825	P22-03487	UNION BANK OF CALIFORNIA	$ 2,417.69	DSA FEES SSHS BLACK BOX
4/14/2022	R22-03956	P22-03642	VIRCO, INC.	$ 33,579.62	PV FURNITURE LIBRARY
4/14/2022	R22-03964	P22-03643	BLUESPACE INTERIORS	$ 1,176.52	PV FURNITURE LIBRARY
4/19/2022	R22-04020	P22-04028	LEE CONSTRUCTION COMPANY	$ 59,962.00	CV UPPER SLOPE SEC FENCE LS
4/21/2022	R22-04089	P22-03740	SCHOOL SPECIALTY, LLC	$ 1,113.53	PV CLASS RENO LIBRARY
4/21/2022	R22-04090	P22-03741	LAKESHORE LEARNING MATERIALS	$ 2,990.57	PV CLASS RENO FURNITURE LIBRARY
5/2/2022	R22-04234	P22-04148	COUSTIC-GLO	$ 9,759.00	JUSTIN CEILINGS CLASS RENO
5/2/2022	R22-04241	P22-04032	TECH WALL, INC.	$ 2,989.00	JELA CLASSROOM RENOVATION - K BLDG.
5/10/2022	R22-04332	P22-04099	TECH WALL, INC.	$ 1,770.00	KNOLLS TACK SURFACES CLASS RENO
5/11/2022	R22-04337	P22-04156	T. FIGG CASEWORK INSTALLATIONS	$ 22,300.00	RHS LOCKING STORAGE ASB
5/11/2022	R22-04342	P22-04100	CLARK SEIF CLARK, INC.	$ 2,215.00	VISTA IOR ASBESTOS CLASS RENO
5/11/2022	R22-04344	P22-04149	VENTERRA ENVIRONMENTAL, INC.	$ 15,875.00	APOLLO BLDG B FLOOR ABATEMENT
5/12/2022	R22-04346	P22-04101	CLARK SEIF CLARK, INC.	$ 7,671.00	APOLLO BLDG B FLOOR CLASS RENO
5/12/2022	R22-04350	P22-04050	MICROSOFT CORP.	$ 180,327.52	IT POWER SUPPLY STUDENT DEVICES
5/18/2022	R22-04389	P22-04151	SIGNATURE FLOORING INC.	$ 13,926.70	JELA FLOOR INSTALL CLASS RENO
5/20/2022	R22-04415	P22-04132	AMERICAN CONTRACTORS INDEMNITY	$ 37,409.28	CV INDEMNIFICATION SEC/FENCE/LS
5/20/2022	R22-04420	P22-04164	NORA SYSTEMS, INC.	$ 22,874.94	JELA FLOORING CLASS RENO
5/25/2022	R22-04443	P22-04186	OFFICE DEPOT	$ 22,667.26	FIELD OFFICE FURNITURE
				$ 498,198.62	

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date
Signature

TITLE: **APPROVAL OF RESOLUTION NO. 68-21/22 ADOPTING FINDINGS THAT THE PROJECTS AT ROYAL HIGH SCHOOL ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Business & Facilities
Action #6

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

CEQA, or the California Environmental Quality Act, is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

The District's CEQA consultant, Aspen Environmental Group, completed the environmental review process, developed the required documents and, pursuant to Section 15314 for the projects at Royal High School, determined that the project falls under the guidelines of a Notice of Exception.

Fiscal Impact

None.

Recommendation

It is recommended the Board of Education approve Resolution No. 68-21/22 adopting findings that the projects at Royal HS are exempt from CEQA.

On motion# 2/8 of Trustee Smollen, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by a Roll-Call Vote, Resolution No. 68-21/22 adopting findings that the projects at Royal HS are exempt from CEQA.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 68-21/22

RESOLUTION FINDING THE ROYAL HIGH SCHOOL SPORTS FIELD RENOVATION, CLASSROOM REPLACEMENT, AND QUAD AND MPR RENOVATION PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING OF A NOTICE OF EXEMPTION

WHEREAS, the District owns and operates public school facilities known as Royal High School located at 1402 Royal Avenue, Simi Valley, California 93065 (the "School");

WHEREAS, the District proposes to renovate existing facilities and construct new facilities on the School campus (the "Project");

WHEREAS, the Project will include replacement of 10 existing portable classrooms with 10 new permanent classroom structures;

WHEREAS, the Project will also include reconfiguration of the School's baseball fields and installation of synthetic turf, installation of a multi-use practice field and sand volleyball courts, and installation of lighting, bleachers, and accessory structures;

WHEREAS, the Project will also include renovation of the School multi-purpose room and campus quad;

WHEREAS, the Project will be constructed entirely on the existing School campus;

WHEREAS, the Project will not increase the student capacity of the School nor the intensity of use of the School site;

WHEREAS, prior to approving the Project, the District must comply with the California Environmental Quality Act ("CEQA," Public Resources Code section 21000 et seq.);

WHEREAS, the State CEQA Guidelines categorically exempt 33 classes of project from CEQA;

WHEREAS, the Class 1 categorical exemption (CEQA Guidelines section 15301) applies to the repair, maintenance, or minor alteration of existing structures and facilities involving negligible or no expansion of existing or former use;

WHEREAS, the Class 2 categorical exemption (CEQA Guidelines section 15302) applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced;

WHEREAS, the Class 4 categorical exemption (CEQA Guidelines section 15304) applies to minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes;

WHEREAS, the Class 14 categorical exemption (CEQA Guidelines section 15314) applies to minor additions to existing schools within existing school grounds where the addition does not increase the original student capacity by more than 25% or ten classrooms, whichever is less;

WHEREAS, the District contracted with an environmental consultant to analyze the Project and determine whether the Project is categorically exempt from CEQA;

WHEREAS, the District's analysis concluded that the Project is exempt from CEQA pursuant to the Class 1, Class 2, Class 4 and Class 14 categorical exemptions;

WHEREAS, the District's analysis further concluded that the Project is not subject to any of the exceptions to exemption set forth in CEQA Guidelines section 15300.2;

NOW THEREFORE, the Governing Board of the Simi Valley Unified School District does hereby make the following determinations and findings in connection with the Project:

1. That the above recitals are true and correct.

2. That the Governing Board has analyzed the Project and has determined, based on its own independent judgment, that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15301, 15302, 15304, and 15314, and that none of the exceptions to exemption set forth in CEQA Guidelines section 15300.2 apply to the Project.

3. That the District's superintendent or the superintendent's designee is directed to file a Notice of Exemption from CEQA with the Ventura County Clerk-Recorder.

4. That this Resolution shall be effective as of the date of its adoption.

Approved and adopted by the Governing Board of the Simi Valley Unified School District this 14th day of June, 2022 by the following vote:

AYES: LaBelle, Smollon, Jubran, Bagdasarian + Blough

NOES: 0

ABSENT: 0

ABSTAINED: 0

Secretary to the Board of Education

Notice of Exemption

EXHIBIT "A"
Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Ventura
800 South Victoria Avenue
Ventura, CA 93009-1260

From: (Public Agency): Simi Valley Unified School District
101 West Cochran Street
Simi Valley, California 93065
(Address)

Project Title: Royal High School New Classroom(s) Complex, Sports Fields, and Quad Renovations Project

Project Applicant: Simi Valley Unified School District

Project Location - Specific:
1402 Royal Avenue, Simi Valley, CA 93065

Project Location - City: Simi Valley Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:
The proposed project would renovate a sports field, construct new classroom building(s) to replace 10 existing portable classrooms to be removed, renovate classrooms, renovate a multipurpose room, and improve quad landscaping areas.

Name of Public Agency Approving Project: Simi Valley Unified School District

Name of Person or Agency Carrying Out Project: Simi Valley Unified School District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Classes 1, 2, 4, and 14 (Sections 15301, 15302, 15304, and 15314)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The proposed project activities fall under Classes 1, 2, 4, and 14 CEQA categorical exemptions. CEQA Guidelines Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15304 (Minor Alterations to Land), and 15314 (Minor Additions to Schools) provide the applicable categorical exemptions. Renovations to the sports field and multipurpose room and replacement of the existing classrooms would fall under Sections 15301 and 15302. Landscaping improvements to the quad areas would fall under Section 15304. Construction of the new classrooms would fall under Section 15314.

Lead Agency Contact Person: Pedro Avila Area Code/Telephone/Extension: 805-306-4500, ext 4401

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ▪ Yes No

Signature: _____ Date: 6/15/22 Title: DIRECTOR OF FACILITIES

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

30 years | Aspen environmental group

5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
(818) 597-3407
www.aspeneg.com

PROJECT MEMORANDUM
ROYAL HIGH SCHOOL NEW CLASSROOM(S), SPORTS FIELDS, AND QUAD RENOVATION PROJECT

Date: May 23, 2022
To: Pedro Avila, Simi Valley Unified School District
From: Stanley Yeh, Project Manager
Subject: CEQA compliance /Categorical Exemption

Purpose and Intent of the Memorandum

The California Environmental Quality Act (CEQA) State Guidelines Article 19 (Categorical Exemptions) designates classes of projects that are categorically exempt from CEQA review. The California Secretary for Resources has found that the categorically exempt classes of projects do not have a significant effect on the environment, and do not require the preparation of environmental documents (CEQA Guidelines Section 15300). The Royal High School New Classroom(s), Sports Fields Project (proposed project) can be categorized as a Class 1 minor repair to an existing facility, Class 2 replacement of existing structures, Class 4 minor alterations to land, or a Class 14 minor addition to schools, which are categorically exempt per CEQA Guidelines Sections 15301. The purpose of this technical memorandum is to demonstrate that the proposed project meets the criteria of the Class 1, Class 2, Class 4, and Class 14 categorical exemptions without any of the exceptions described in CEQA Guidelines Section 15300.2.

This memorandum includes a summary of the technical documentation providing substantial evidence to support a Class 1, Class 2, Class 4, and Class 14 CEQA categorical exemption for the proposed project.

Analysis

The following provides the categorical exemptions applicable to proposed project activities.

CEQA Guidelines Section 15301, "*Existing Facilities*," states:

> *Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*
>
> *(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.*

CEQA Guidelines Section 15302, "*Replacement or Reconstruction*," states:

> *Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:*
>
> *(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.*

CEQA Guidelines Section 15304, "*Minor Alterations to Land*," states:

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature,, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

(a) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping

CEQA Guidelines Section 15314, "*Minor Additions to Schools*," states:

Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

If the project is categorically exempt, then the lead agency must consider whether the categorical exemption is negated by an "*exception*" to the categorical exemption. These exceptions apply under the following circumstances described in CEQA Guidelines Section 15300.2 (a)- (f):

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located — a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Justification: The proposed project is not in a particularly sensitive environment and would not impact a designated environmental resource of hazardous or critical concern as detailed in the full discussion under *Further Analysis*, below. Therefore, this exception does not apply to the proposed project.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Justification: Proposed project activities are not a type of project that has occurred in the same place and would not occur at the same time as any other projects. There would be no cumulatively considerable impacts and therefore this exception does not apply to the proposed project.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Justification: The proposed project is located in an urban area and involves renovations to existing facilities at Royal High School. Project construction is anticipated to be short-term, as minor renovations would include retrofitted light-emitting diode (LED) lighting, bleachers, reconfiguration of the baseball fields, classrooms, and renovations to an existing multipurpose room (MPR) and quad areas. Nothing regarding the proposed project's size, location, nature, or scope would be considered "unusual circumstances." Therefore, this exception does not apply to the proposed project.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcropping, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

Justification: The nearest eligible state scenic highway is State Route 118, located over 1 mile north of the project site. The proposed project would be located at an existing school, and project activities

would not be visible from State Route 118. Therefore, this exception does not apply to the proposed project.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Justification: The proposed project would be located within the existing Royal High School. The site has not been identified as a hazardous waste site by the California Department of Toxic Substances Control, nor would the project be located near a hazardous waste generator.[1] This exception does not apply to the proposed project.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Justification: The Simi Valley Public Cemetery, Pioneer Section (also known as El Rancho Simi Pioneer Cemetery) is a designated California Point of Historical Interest located approximately 0.34 mile northeast of the project site[2] at 1461 Thompson Lane, Simi Valley, CA 93065. The proposed project would be constructed on a developed parcel. Project construction activities would not extend beyond the proposed site, and the project would not cause a substantial adverse change in the significance of a historical resource as fully described under *Further Analysis*, below. Therefore, this exception does not apply to the proposed project.

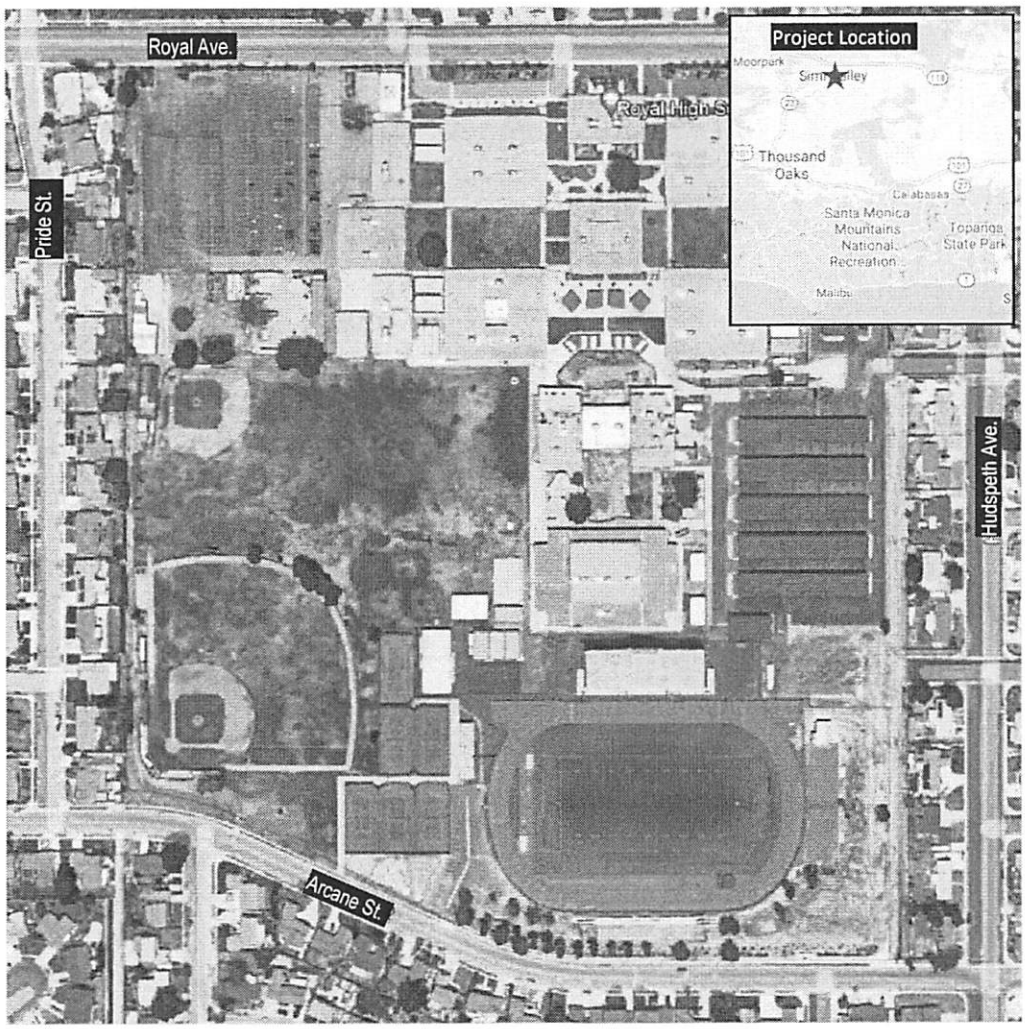
[1] California Department of Toxic Substances Control. 2021. EnviroStor. [online]: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=royal+high+school. Accessed August 27, 2021.

[2] California State Parks. 2021. California Historical Resources. [online]: http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=56. Accessed August 30, 2021.

Project Description

Simi Valley Unified School District (SVUSD) proposes to renovate the sports field at Royal High School that includes installation of retrofitted LED lighting, bleachers, and reconfiguration of the baseball fields at 1402 Royal Avenue, Simi Valley, CA 93065, in Ventura County. The proposed project would also construct new classroom buildings to replace 10 existing portable classrooms to be removed as well as renovate the MPR, quad areas, and sports field. The project vicinity is comprised primarily of residential and institutional uses.

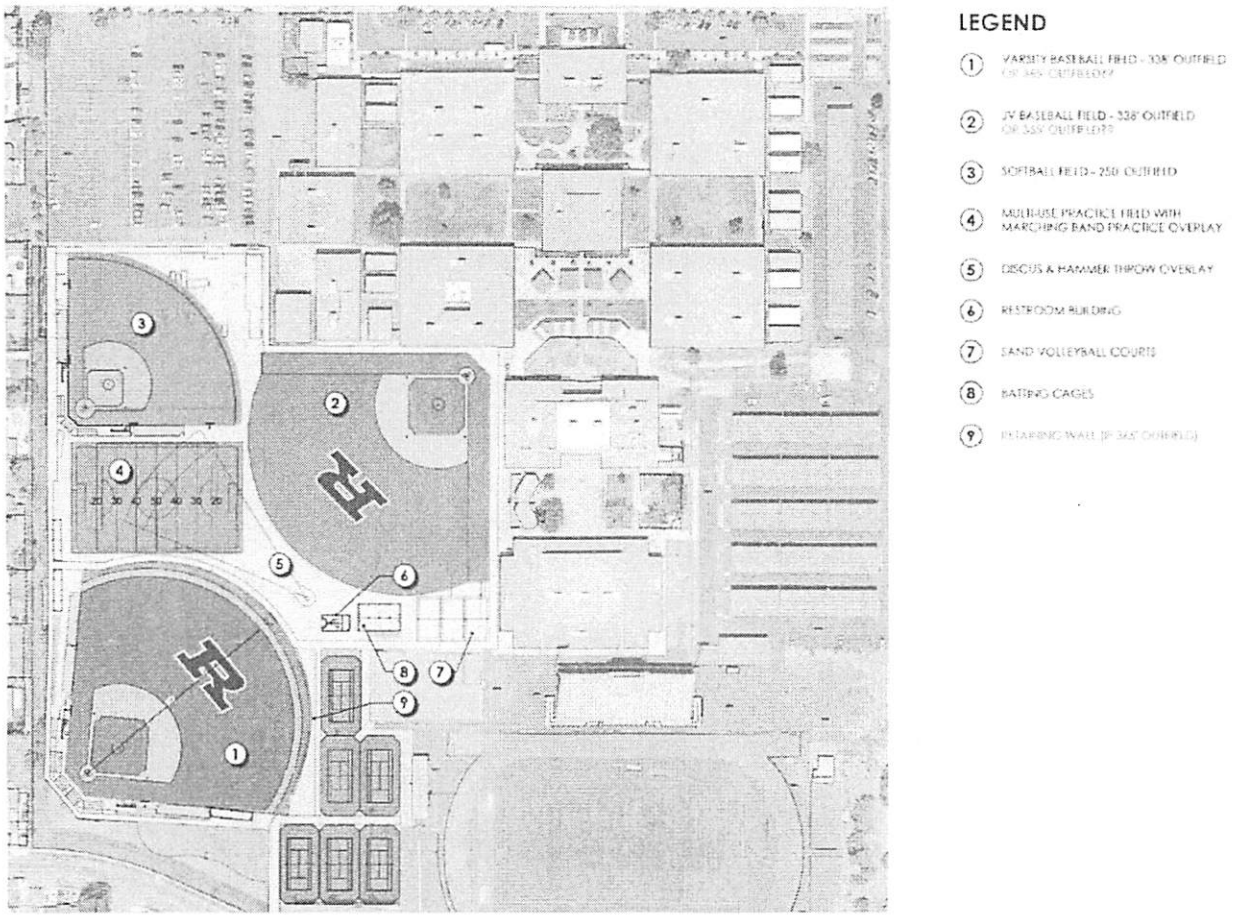
Figure 1 - Project Site



The existing project site currently includes a sports field, tennis courts, two baseball fields, and a track field, football field, and bleachers within a stadium, as well as classroom buildings, an MPR, and quad areas.

The purpose of the proposed project is to construct new or upgrade existing features to improve the school's facilities that are outdated or in disrepair (see Figure 2).

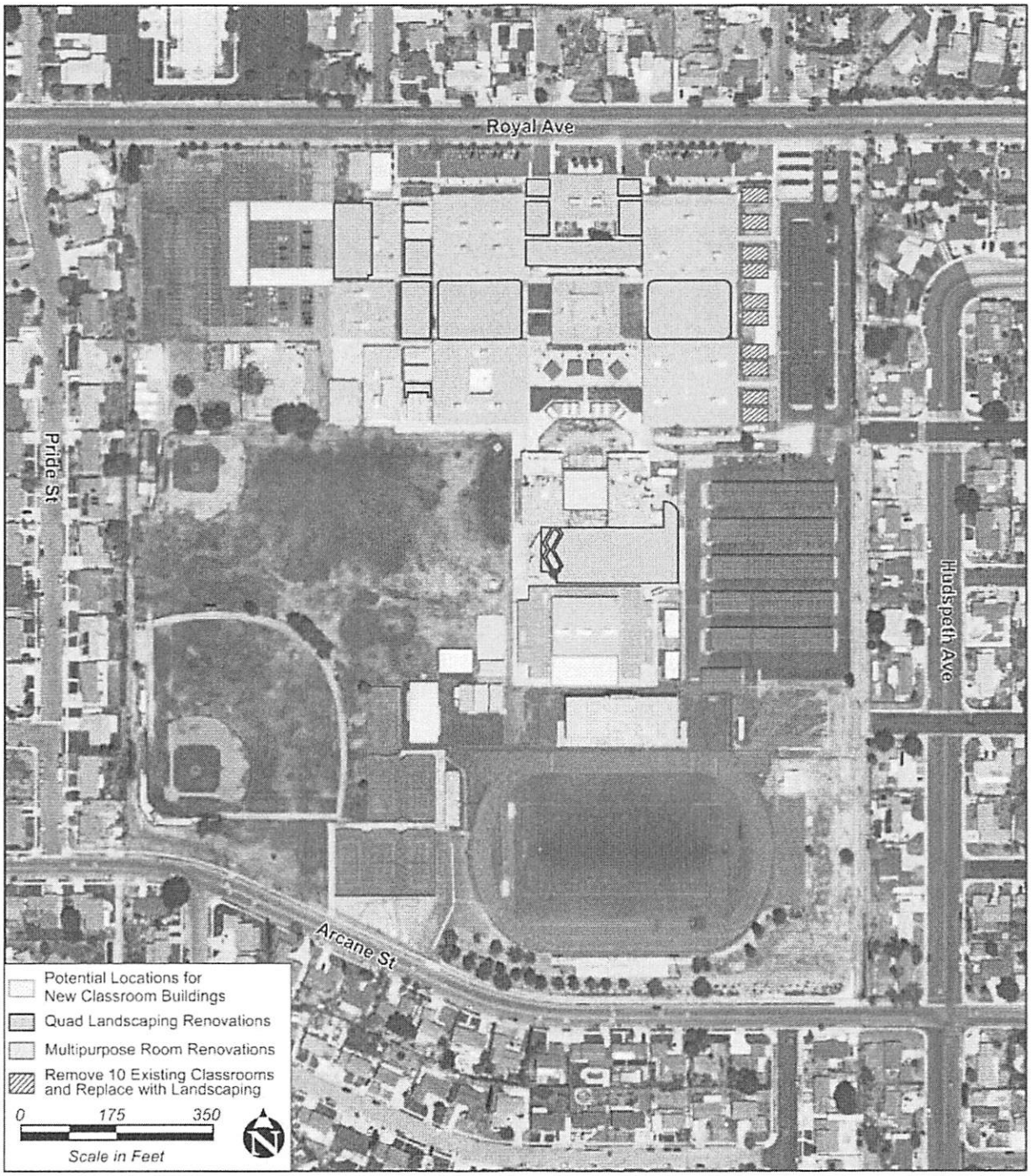
Figure 2 – Sports Field Renovations Site Plan



Improvements to the sports field would include the following activities.

- Replace existing stadium lights with LED fixtures
- Renovate the two 338-foot outfield varsity and junior baseball fields with an optional expansion up to 365 feet and install new bleachers
- Renovate the 250-foot outfield softball field
- Synthetic turf may be used in the infield of the baseball fields
- Install a multi-use practice field with marching band practice overlay south of the softball field
- Install a discus and hammer throw overlay in the center of the sports field
- Construct a restroom building south of the junior varsity baseball field and north of the existing tennis courts
- Install sand volleyball courts south of the junior varsity baseball field
- Install batting cages south of the junior varsity baseball field between the proposed restroom building and sand volleyball courts
- Construct an optional retaining wall on the east end of the varsity baseball field if the outfield is expanded to 365 feet.
- Construct an optional stormwater treatment area south of the baseball field

Figure 3 – Buildings and Quad Renovations Site Plan



The existing lighting at the sports field would be retrofitted with LED fixtures and oriented downwards onto the field to avoid nuisance glare to neighboring residents.

New classroom building(s) containing 10 classrooms totaling approximately 12,000 square feet would be constructed within Royal High School. Potential locations for the new classrooms are indicated in Figure 3, but the final location is to be determined. Ten existing portable classrooms on the east side of campus would be removed and replaced with landscaped areas.

Renovations to the MPR include constructing office spaces, a lobby, ticket booth, student store and other auxiliary rooms. Renovations to the quad areas include landscaping, paved areas, and exterior lighting. See Figure 3 for the site plan depicting the new classroom buildings, quad and MPR renovations, and classroom buildings to be removed.

Project construction would have a duration of approximately four years, beginning in June of 2022 and concluding in June 2026. The construction duration of the classroom buildings is expected to be approximately 24 months. Daily construction activities would occur Monday through Friday, from 7:00 a.m. to 7:00 p.m. Construction workers would utilize existing parking available on the adjacent streets. Construction activities would not impede fire or sheriff response times. Fugitive dust would be controlled using applicable fugitive dust control measures required by South Coast Air Quality Management District Rule 403 (Fugitive Dust),[3] as described under *Further Analysis*, below. These control measures would include: (1) water application for dust suppression during the project's excavation and grading phase; (2) the use of soil track-out controls at the site's egress points prior to site paving; and (3) requiring trucks that haul soil/bulk materials to have appropriate freeboard or to be covered during transport.

Further Analysis

Because the proposed project has been designed to avoid potential adverse effects and use construction BMPs, a categorical exemption for the proposed project would apply to the proposed project and not be negated by CEQA Guidelines Section 15300.2 (a) –(f) as set out above and supplemented here.

The proposed project would add new minor structures to an existing sports field and reconfigure the baseball fields, construct a new classroom building, and renovate the MPR and landscaping in the quad areas, which are consistent with eligible Class 1, Class 2, Class 4, and Class 14 categorical exemptions listed in CEQA Guidelines Sections 15301, 15302, 15304, and 15314. The proposed project would not impact adjacent land uses or sensitive natural resources. Project construction would also be subject to existing law and BMPs to avoid impacts to nesting birds.

SVUSD has not identified other projects of the same type and at the same place that have occurred over time to create cumulative impacts.

Project construction would be short-term, lasting approximately four years. To maintain adequate educational facilities and services to students while construction is occurring, temporary facilities would be available to students until construction is completed. Work areas would be fenced to ensure the safety of students.

Project construction activities would incorporate BMPs to control fugitive dust, which would ensure compliance with SCAQMD regulations such as Rule 403 (Fugitive Dust). Construction would not occur during evenings and weekends, thereby minimizing noise impacts to adjacent residential land uses. Given the short-term and temporary nature of construction activities and the limited number of workers required, the proposed project would not involve "unusual circumstances." The proposed project is located in a developed urban area surrounded by residential and institutional uses. There are no designated state scenic highways or hazardous waste sites near the project.

[3] South Coast Air Quality Management District. Rule 403-Fugitive Dust. Adopted May 1976. Amended June 2005. [online]: https://www.arb.ca.gov/drdb/sc/cur.htm. Accessed September 22, 2016.

The Simi Valley Public Cemetery, Pioneer Section (also known as El Rancho Simi Pioneer Cemetery) is located approximately 0.34 mile northeast of the project site[4] at 1461 Thompson Lane, Simi Valley, CA 93065. The California Office of Historic Preservation designated this site as a California Point of Historical Interest in 1992. The proposed project would not involve any construction activities or alteration of land outside of the project site. The proposed project would not cause a substantial adverse change in the significance of a historical resource.

SVUSD would implement state law and utilize BMPs when implementing the proposed project. This would address any unanticipated cultural resource discoveries and avoid impacts to nesting birds. Project BMPs would also minimize fugitive dust and would prevent any discharge or runoff of sediment or construction-related materials from the site. The SVUSD will apply the following BMPs to the proposed project:

- **Inadvertent Discovery of Cultural Resources.** If a potential resource is discovered, avoidance measures will be implemented by construction crews. A professional archaeologist meeting the Secretary of Interior qualifications should be available on-call to identify and evaluate previously unidentified cultural resources discovered during construction activities. These should include halting construction work within 50 feet of the find and directing construction away from the discovery until the archaeologist assesses the significance of the resource. The archaeologist will consult with the appropriate responsible public agency regarding necessary plans for treatment of the find(s), and for the evaluation and mitigation of impacts if the finds are thought to be potentially eligible for the CRHR or may qualify as a unique archaeological resource under CEQA Section 21083.2.

- **Inadvertent Discovery of Human Remains.** In the event that human remains, or potential human remains are discovered, construction activities within 100-feet of the find shall be immediately halted. The construction Project Manager shall immediately notify the appropriate responsible public agency and the County Coroner. The County Coroner will make a determination as to the origin of the remains and, if determined to be of Native American origin, will contact the Native American Heritage Commission (NAHC) by telephone within 24 hours. If the remains are not of Native American origin, the County Coroner will make a determination as to the disposition of the remains. Once contacted by the County Coroner, the NAHC shall immediately identify and notify the Most Likely Descendant (MLD). The MLD has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the appropriate responsible public agency shall reinter the remains in an area of the property secure from further disturbance. If the responsible public agency does not accept the descendant's recommendations, the appropriate responsible public agency or the descendant may request mediation by the NAHC. Construction may continue once compliance with all relevant sections of the California Health and Safety Code have been addressed and authorization to proceed is issued by the County Coroner and the responsible public agency.

- **Shielding of Nighttime Lighting.** Retrofitted sports lighting shall be directed towards the sports fields to avoid direct illumination and glare to nearby roads and homes.

- **Non-storm Water Management, Waste Management, and Material Pollution Control.** All workers shall be trained on the proper material delivery and storage practices. If construction materials are to be stored on site, storage areas shall be located away from vehicular traffic to the

[4] California State Parks. 2021. California Historical Resources. [online]: http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=56. Accessed August 30, 2021.

extent feasible. Avoid exposing applied materials such as paint to rainfall and runoff unless sufficient time has been allowed for them to dry. Paint shall be mixed indoors or in a containment area and shall not be cleaned or rinsed into a street, gutter, storm drain, or watercourse. All paint thinners, residue, and related waste that cannot be recycled shall be disposed of as hazardous waste. Application of erodible landscape materials shall be temporarily halted within two days before a forecasted rain event. If fertilizers or pesticides are applied to the landscape areas, recommended doses and usage instructions shall be followed to avoid excess materials being carried offsite by runoff.

Conclusion

SVUSD is a public service provider, and Royal High School is an educational use. The purpose of the project is to upgrade and improve the school's facilities. Therefore, the categorical exemptions described in CEQA Guidelines Sections 15301, 15302, 1504, and 15314 would apply to the proposed project. These applicable Class 1, Class 2, Class 4, and Class 14 categorical exemptions would not be negated by any of the exceptions listed in CEQA Section 15300.2. The Royal High School New Classroom(s), Sports Fields, and Quad Renovation Project will not have a significant effect on the environment and is considered exempt from the requirement for the preparation of environmental documents.

We recommend the filing of a Notice of Exemption based on this analysis within five days of agency approval of the proposed project and categorical exemption.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22 (Date) (Signature)

TITLE: APPROVAL OF RESOLUTION NO. 69-21/22 ADOPTING FINDINGS THAT THE PROJECTS AT SIMI VALLEY HIGH SCHOOL ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Business & Facilities
Action #7

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

CEQA, or the California Environmental Quality Act, is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

The District's CEQA consultant, Aspen Environmental Group, completed the environmental review process, developed the required documents and, pursuant to Section 15314 for the new projects at Simi Valley High School, determined that the project falls under the guidelines of a Notice of Exception.

Fiscal Impact

None.

Recommendation

It is recommended the Board of Education approve Resolution No. 69-21/22 adopting findings that the projects at Simi Valley HS are exempt from CEQA.

On motion# 219 of Trustee Smollen, seconded by Trustee LaBelle and carried by a vote of 5-0, the Board of Education approved, by a Roll-Call Vote, Resolution No. 69-21/22 adopting findings that the projects at Simi Valley HS are exempt from CEQA.

Ayes: LaBelle, Smollen, Sutrian, Bazdasaryan + Blough Noes: 0 Absent: 0 Abstain: 0

SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 69-21/22

RESOLUTION FINDING THE SIMI VALLEY HIGH SCHOOL SPORTS FIELD RENOVATION, CLASSROOM REPLACEMENT, AND QUAD AND MPR RENOVATION PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING OF A NOTICE OF EXEMPTION

WHEREAS, the District owns and operates public school facilities known as Simi Valley High School located at 5400 Cochran Street, Simi Valley, California 93065 (the "School");

WHEREAS, the District proposes to renovate existing facilities and construct new facilities on the School campus (the "Project");

WHEREAS, the Project will include removal of two existing portable classrooms and relocation of up to seven existing portable classrooms;

WHEREAS, the Project will also include construction of a new permanent instruction building comprising three classrooms and two science labs;

WHEREAS, the Project will also include reconfiguration of the School's baseball fields and installation of synthetic turf, construction of synthetic turf softball and soccer fields, installation of sand volleyball courts, and installation of lighting, bleachers, and accessory structures;

WHEREAS, the Project will also include renovation of the School multi-purpose room and campus quad;

WHEREAS, the Project will be constructed entirely on the existing School campus;

WHEREAS, the Project will not increase the student capacity of the School nor the intensity of use of the School site;

WHEREAS, prior to approving the Project, the District must comply with the California Environmental Quality Act ("CEQA," Public Resources Code section 21000 et seq.);

WHEREAS, the State CEQA Guidelines categorically exempt 33 classes of project from CEQA;

WHEREAS, the Class 1 categorical exemption (CEQA Guidelines section 15301) applies to the repair, maintenance, or minor alteration of existing structures and facilities involving negligible or no expansion of existing or former use;

WHEREAS, the Class 2 categorical exemption (CEQA Guidelines section 15302) applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced;

WHEREAS, the Class 4 categorical exemption (CEQA Guidelines section 15304) applies to minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes;

WHEREAS, the Class 14 categorical exemption (CEQA Guidelines section 15314) applies to minor additions to existing schools within existing school grounds where the addition does not increase the original student capacity by more than 25% or ten classrooms, whichever is less;

WHEREAS, the District contracted with an environmental consultant to analyze the Project and determine whether the Project is categorically exempt from CEQA;

WHEREAS, the District's analysis concluded that the Project is exempt from CEQA pursuant to the Class 1, Class 2, Class 4 and Class 14 categorical exemptions;

WHEREAS, the District's analysis further concluded that the Project is not subject to any of the exceptions to exemption set forth in CEQA Guidelines section 15300.2;

NOW THEREFORE, the Governing Board of the Simi Valley Unified School District does hereby make the following determinations and findings in connection with the Project:

1. That the above recitals are true and correct.

2. That the Governing Board has analyzed the Project and has determined, based on its own independent judgment, that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15301, 15302, 15304, and 15314, and that none of the exceptions to exemption set forth in CEQA Guidelines section 15300.2 apply to the Project.

3. That the District's superintendent or the superintendent's designee is directed to file a Notice of Exemption from CEQA with the Ventura County Clerk-Recorder.

4. That this Resolution shall be effective as of the date of its adoption.

Approved and adopted by the Governing Board of the Simi Valley Unified School District this 14th day of June, 2022 by the following vote:

AYES: LaBelle, Smollon, Lubran, Bagdasarian + Blough

NOES: 0

ABSENT: 0

ABSTAINED: 0

Secretary to the Board of Education

EXHIBIT "A"
Appendix E

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Ventura
800 South Victoria Avenue
Ventura, CA 93009-1260

From: (Public Agency): Simi Valley Unified School District
101 West Cochran Street
Simi Valley, California 93065
(Address)

Project Title: Simi Valley High School New Classroom Complex, Sports Fields, and Quad Renovation Project

Project Applicant: Simi Valley Unified School District

Project Location - Specific:
5400 Cochran Street, Simi Valley, CA 93065

Project Location - City: Simi Valley Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:
The proposed project would renovate a sports field, construct three new classrooms and two laboratories to replace four existing portable classrooms to be removed, renovate a multipurpose room, and improve quad landscaping areas.

Name of Public Agency Approving Project: Simi Valley Unified School District

Name of Person or Agency Carrying Out Project: Simi Valley Unified School District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Classes 1, 2, 4, and 14 (Sections 15301, 15302, 15304, and 15314)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The proposed project activities fall under Classes 1, 2, 4, and 14 CEQA categorical exemptions. CEQA Guidelines Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15304 (Minor Alterations to Land), and 15314 (Minor Additions to Schools) provide the applicable categorical exemptions. Renovations to the sports field and multipurpose room and replacement of the existing classrooms would fall under Sections 15301 and 15302. Landscaping improvements to the quad areas would fall under Section 15304. Construction of the new classrooms would fall under Section 15314.

Lead Agency Contact Person: Pedro Avila Area Code/Telephone/Extension: 805-306-4500, ext 4401

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 6/15/22 Title: DIRECTOR OF FACILITIES

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

30 years | Aspen environmental group

5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
(818) 597-3407
www.aspeneg.com

PROJECT MEMORANDUM
SIMI VALLEY HIGH SCHOOL NEW CLASSROOM COMPLEX, SPORTS FIELDS, AND QUAD RENOVATION PROJECT

Date: May 23, 2022
To: Pedro Avila, Simi Valley Unified School District
From: Stanley Yeh, Project Manager
Subject: CEQA compliance /Categorical Exemption

Purpose and Intent of the Memorandum

The California Environmental Quality Act (CEQA) State Guidelines Article 19 (Categorical Exemptions) designates classes of projects that are categorically exempt from CEQA review. The California Secretary for Resources has found that the categorically exempt classes of projects do not have a significant effect on the environment, and do not require the preparation of environmental documents (CEQA Guidelines Section 15300). The Simi Valley High School New Classroom Complex and Sports Fields Project (proposed project) can be categorized as a Class 1 minor repair to an existing facility, Class 2 replacement of existing structures, Class 4 minor alterations to land, or a Class 14 minor addition to schools, which are categorically exempt per CEQA Guidelines Sections 15301. The purpose of this technical memorandum is to demonstrate that the proposed project meets the criteria of the Class 1, Class 2, Class 4, and Class 14 categorical exemptions without any of the exceptions described in CEQA Guidelines Section 15300.2.

This memorandum includes a summary of the technical documentation providing substantial evidence to support a Class 1, Class 2, Class 4, and Class 14 CEQA categorical exemption for the proposed project.

Analysis

The following provides the categorical exemptions applicable to proposed project activities.

CEQA Guidelines Section 15301, "*Existing Facilities*," states:

> *Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*
>
> *(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.*

CEQA Guidelines Section 15302, "*Replacement or Reconstruction*," states:

> *Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:*
>
> *(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.*

CEQA Guidelines Section 15304, "*Minor Alterations to Land*," states:

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature,, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping

CEQA Guidelines Section 15314, "*Minor Additions to Schools*," states:

Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

If the project is categorically exempt, then the lead agency must consider whether the categorical exemption is negated by an "*exception*" to the categorical exemption. These exceptions apply under the following circumstances described in CEQA Guidelines Section 15300.2 (a)- (f):

If the project is categorically exempt, then the lead agency must consider whether the categorical exemption is negated by an "*exception*" to the categorical exemption. These exceptions apply under the following circumstances described in CEQA Guidelines Section 15300.2 (a)- (f):

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located — a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Justification: The proposed project is not in a particularly sensitive environment and would not impact a designated environmental resource of hazardous or critical concern as detailed in the full discussion under *Further Analysis*, below. Therefore, this exception does not apply to the proposed project.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Justification: Proposed project activities are not a type of project that has occurred in the same place and would not occur at the same time as any other projects. There would be no cumulatively considerable impacts and therefore this exception does not apply to the proposed project.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Justification: The proposed project is located in an urban area and involves renovations to existing facilities at Simi Valley High School. Project construction is anticipated to be short-term, as minor renovations would include retrofitted light-emitting diode (LED) lighting, bleachers, reconfiguration of the baseball fields, classrooms, and renovations to an existing multipurpose room (MPR) and quad areas. Nothing regarding the proposed project's size, location, nature, or scope would be considered "unusual circumstances." Therefore, this exception does not apply to the proposed project.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcropping, or similar

resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

Justification: The nearest eligible state scenic highway is State Route 118, located approximately 1,500 feet north of the project site. The proposed project would be located at an existing school, and project activities would be minor and temporary such that they would have a negligible effect on public views from State Route 118. Therefore, this exception does not apply to the proposed project.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Justification: The proposed project would be located within the existing Simi Valley High School. The site has not been identified as a hazardous waste site by the California Department of Toxic Substances Control, nor would the project be located near a hazardous waste generator.[1] This exception does not apply to the proposed project.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Justification: The proposed project would be constructed on a developed parcel. No historical resources are located within or near the project site[2]. Project construction activities would not extend beyond the proposed site, and the project would not cause a substantial adverse change in the significance of a historical resource as fully described under *Further Analysis*, below. Therefore, this exception does not apply to the proposed project.

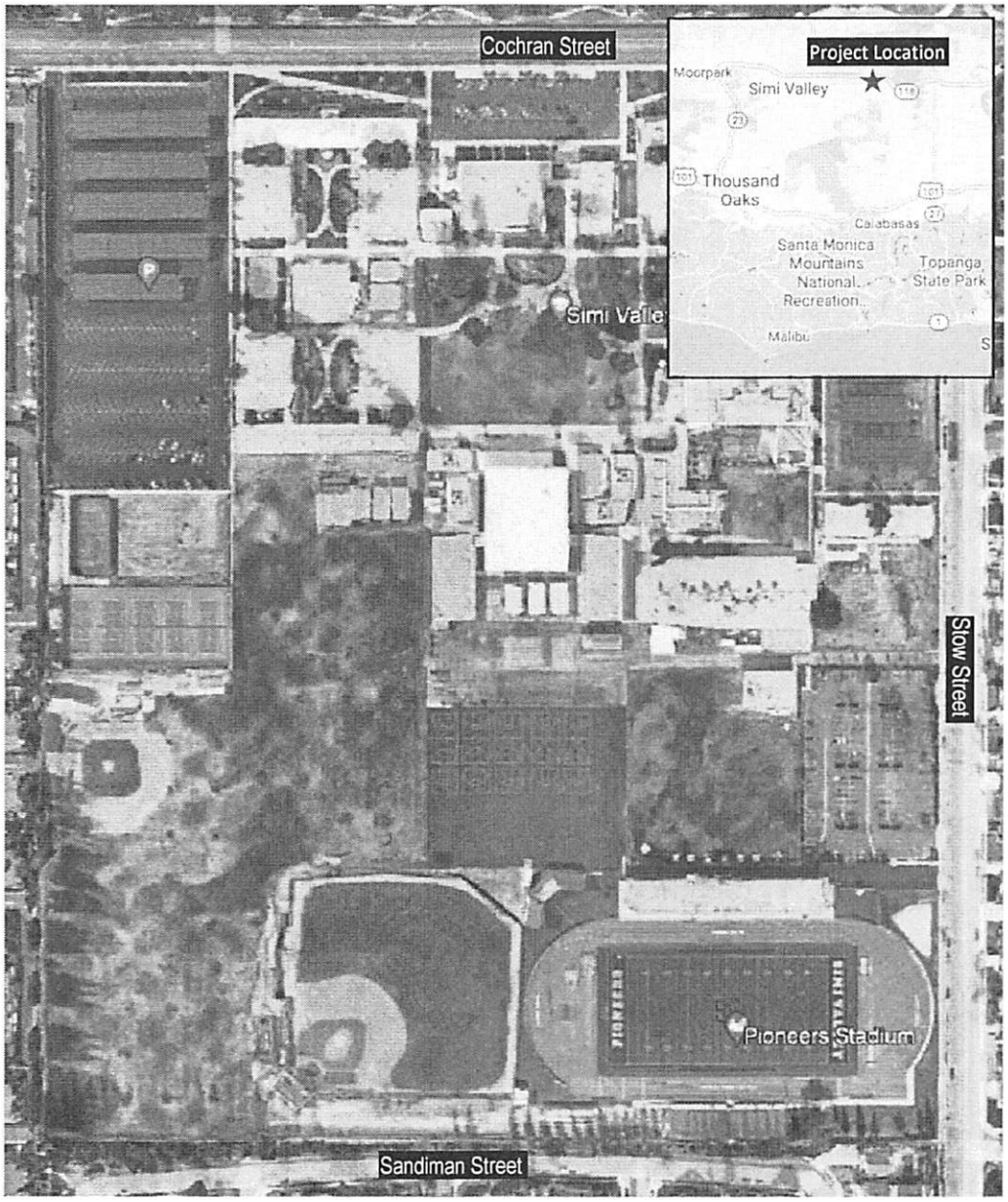
[1] California Department of Toxic Substances Control. 2016. EnviroStor. [online]: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=royal+high+school. Accessed August 27, 2021.

[2] California State Parks. 2021. California Historical Resources. [online]: http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=56. Accessed August 30, 2021.

Project Description

Simi Valley Unified School District (SVUSD) proposes to renovate the sports field at Simi Valley High School that includes installation of retrofitted LED lighting, bleachers, and reconfiguration of the baseball fields at 4500 Cochran Street, Simi Valley, CA 93063, in Ventura County. The proposed project would also construct three new classrooms and two laboratories to replace existing portable classrooms in the southern portion of the campus as well as renovate the MPR, quad areas, and sports field. Up to seven portable classrooms would be relocated, and two would be removed. The proposed project site is bordered by Cochran Street to the north, Stow Street to the east, Sandiman Street to the south, and Birch Glen Avenue to the west (see Figure 1). The proposed project is located adjacent to residential development on all sides. The project vicinity is comprised of residential and institutional uses.

Figure 1 - Project Site

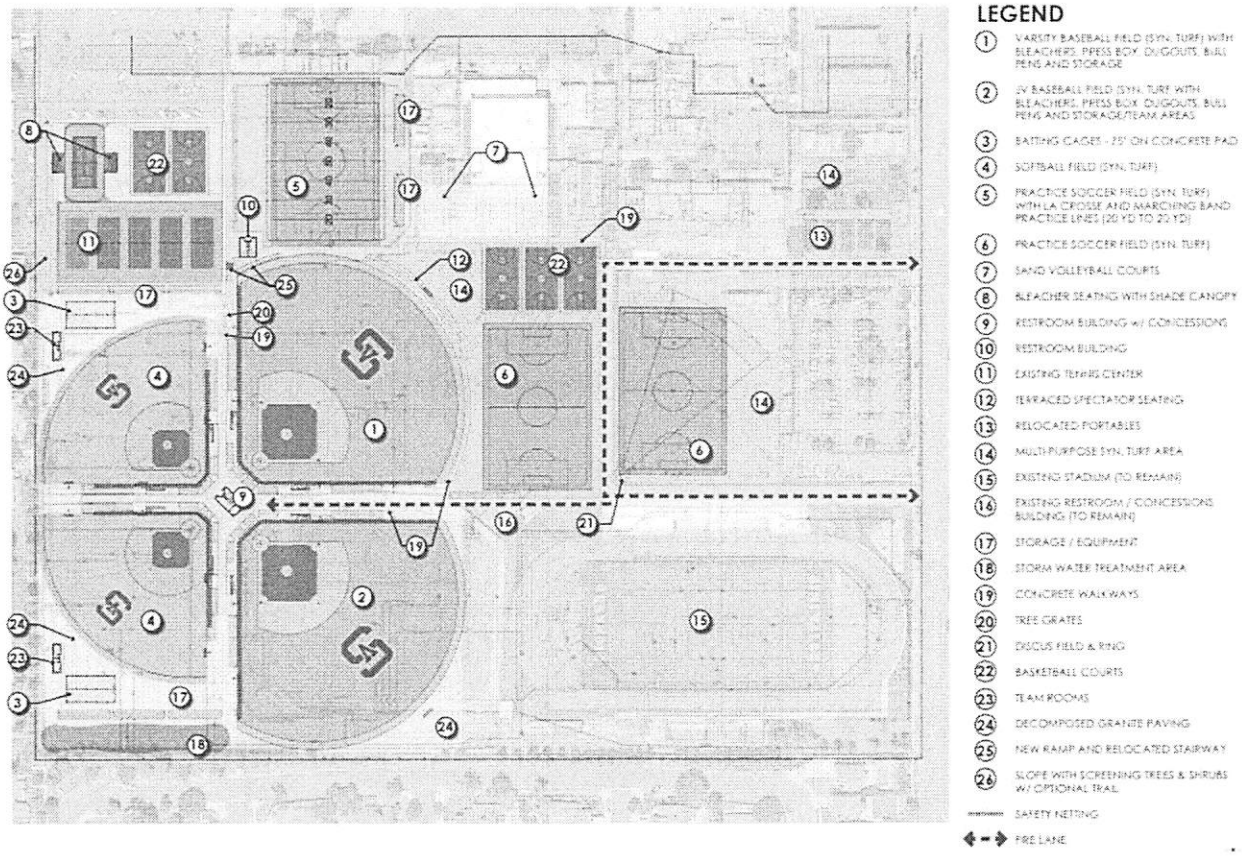


The existing project site currently includes a sports field, tennis courts, two baseball fields, basketball courts, and a track field, football field, and bleachers within a stadium, as well as classroom buildings, administrative buildings, an MPR, and quad areas.

The purpose of the proposed project is to construct new or upgrade existing features to improve the school's facilities that are outdated or in disrepair. Improvements to the sports field would include the following activities (see Figure 2):

- Replace existing stadium lights with LED fixtures
- Replace two existing baseball fields with two synthetic turf baseball fields with bleachers, press box, dugouts, bull pens, and storage/team areas
- Construct batting cages on a concrete pad on the west end of the sports field
- Construct a synthetic turf softball field adjacent west of the baseball fields
- Construct three synthetic turf soccer fields north and west of the baseball fields
- Install sand volleyball courts north of the existing basketball courts
- Install bleacher seating with shaded canopy in the northernmost tennis court
- Construct restroom buildings and a concession stand
- Construct terraced spectator seating northeast of the northern baseball field
- Relocate up to seven portables
- Install a multi-purpose synthetic turf area north of the portables
- Install an equipment storage area
- Construct a stormwater treatment area
- Install concrete walkways around the northern baseball field
- Install tree grates
- Add a discus field and ring in the southwest corner of the easternmost soccer field
- Construct sports team rooms on the west end of the sports fields
- Install decomposed granite paving on the west end of the sports fields
- Add a new ramp and relocate the stairway to the northern baseball field
- Add a sloped area with trees, shrubs, and an optional trail west of the tennis courts

Figure 2 – Sports Field Renovations Site Plan



The existing lighting at the sports field would be retrofitted with LED fixtures and oriented downwards onto the field to avoid nuisance glare to adjacent residents.

One new science building containing three classrooms and two science labs would be constructed on the eastern side of Simi Valley High School adjacent to the southwest corner of the eastern parking lot, north of the Technology Building, and east of the Science Building. This building would replace up to a total of nine existing science portable classrooms, which would be relocated or removed.

Renovations to the MPR include constructing office spaces, a lobby, student store, and other auxiliary rooms. Renovations to the quad area include landscaping, paved areas, and exterior lighting.

Project construction would have a duration of approximately four years, beginning in June of 2022 and concluding in June 2026. The construction duration for each component of the proposed project is expected to be approximately four months in length. Daily construction activities would occur Monday through Friday, from 7:00 a.m. to 7:00 p.m. Construction workers would utilize existing parking available on the adjacent streets. Construction activities would not impede fire or sheriff response times. Fugitive dust would be controlled using applicable fugitive dust control measures required by South Coast Air Quality Management District Rule 403 (Fugitive Dust),[3] as described under *Further Analysis*, below. These control measures would include: (1) water application for dust suppression during the project's excavation and grading phase; (2) the use of soil track-out controls at the site's egress points prior to site paving; and

[3] South Coast Air Quality Management District. Rule 403-Fugitive Dust. Adopted May 1976. Amended June 2005. [online]: https://www.arb.ca.gov/drdb/sc/cur.htm. Accessed September 22, 2016.

(3) requiring trucks that haul soil/bulk materials to have appropriate freeboard or to be covered during transport.

Further Analysis

Because the proposed project has been designed to avoid potential adverse effects and use construction Best Management Practices (BMP), a categorical exemption for the proposed project would apply to the proposed project and not be negated by CEQA Guidelines Section 15300.2 (a) –(f) as set out above and supplemented here.

The proposed project would add new minor structures to an existing sports field and reconfigure the baseball fields, construct a new classroom building, and renovate the MPR and landscaping in the quad areas, which are consistent with eligible Class 1, Class 2, Class 4, and Class 14 categorical exemptions listed in CEQA Guidelines Sections 15301, 15302, 15304, and 15314. The proposed project would not impact adjacent land uses or sensitive natural resources.

SVUSD has not identified other projects of the same type, and at the same place that have occurred over time to create cumulative impacts.

Project construction would be short-term, lasting approximately four years. Construction would take place during the summer months when school is not in session. In the event that construction occurs when school is in session, temporary facilities would be available to students until construction is completed.

Project construction activities would incorporate BMPs to control nuisance glare, protect water quality, and manage construction waste. Construction would not occur during evenings and weekends, thereby minimizing noise impacts to adjacent residential land uses. Given the short-term and temporary nature of construction activities and the limited number of workers required, the proposed project would not involve "unusual circumstances." The proposed project is located in a developed area surrounded by residential and institutional uses. There are no designated state scenic highways in the vicinity of the project site and no hazardous waste sites within the project vicinity.

No historic resources are located within or near the project. The proposed project would not involve any construction activities or alteration of land outside of the proposed site. The proposed project would not cause a substantial adverse change in the significance of a historical resource.

SVUSD would implement state law and utilize BMPs when implementing the proposed project. This would address any unanticipated cultural resource discoveries during ground-disturbing activities. Project BMPs would also minimize fugitive dust and would prevent any discharge or runoff of sediment or construction-related materials from the site. The SVUSD will apply the following BMPs to the proposed project:

- **Inadvertent Discovery of Cultural Resources.** If a potential resource is discovered, avoidance measures will be implemented by construction crews. A professional archaeologist meeting the Secretary of Interior qualifications should be available on-call to identify and evaluate previously unidentified cultural resources discovered during construction activities. These should include halting construction work within 50 feet of the find and directing construction away from the discovery until the archaeologist assesses the significance of the resource. The archaeologist will consult with the appropriate responsible public agency regarding necessary plans for treatment of the find(s), and for the evaluation and mitigation of impacts if the finds are thought to be potentially eligible for the CRHR or may qualify as a unique archaeological resource under CEQA Section 21083.2.

- **Inadvertent Discovery of Human Remains.** In the event that human remains, or potential human remains are discovered, construction activities within 100-feet of the find shall be immediately halted. The construction Project Manager shall immediately notify the appropriate responsible public agency and the County Coroner. The County Coroner will make a determination as to the origin of the remains and, if determined to be of Native American origin, will contact the Native American Heritage Commission (NAHC) by telephone within 24 hours. If the remains are not of Native American origin, the County Coroner will make a determination as to the disposition of the remains. Once contacted by the County Coroner, the NAHC shall immediately identify and notify the Most Likely Descendant (MLD). The MLD has 48 hours to make recommendations to the landowner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the appropriate responsible public agency shall reinter the remains in an area of the property secure from further disturbance. If the responsible public agency does not accept the descendant's recommendations, the appropriate responsible public agency or the descendant may request mediation by the NAHC. Construction may continue once compliance with all relevant sections of the California Health and Safety Code have been addressed and authorization to proceed is issued by the County Coroner and the responsible public agency.

- **Shielding of Nighttime Lighting.** Retrofitted sports lighting shall be directed towards the sports fields to avoid direct illumination and glare to nearby roads and homes.

- **Non-storm Water Management, Waste Management, and Material Pollution Control.** All workers shall be trained on the proper material delivery and storage practices. If construction materials are to be stored on site, storage areas shall be located away from vehicular traffic to the extent feasible. Avoid exposing applied materials such as paint to rainfall and runoff unless sufficient time has been allowed for them to dry. Paint shall be mixed indoors or in a containment area and shall not be cleaned or rinsed into a street, gutter, storm drain, or watercourse. All paint thinners, residue, and related waste that cannot be recycled shall be disposed of as hazardous waste. Application of erodible landscape materials shall be temporarily halted within two days before a forecasted rain event. If fertilizers or pesticides are applied to the landscape areas, recommended doses and usage instructions shall be followed to avoid excess materials being carried offsite by runoff.

Conclusion

SVUSD is a public service provider, and Simi Valley High School is an educational use. The purpose of the project is to upgrade and improve the school's facilities. Therefore, the categorical exemptions described in CEQA Guidelines Sections 15301, 15302, 1504, and 15314 would apply to the proposed project. These applicable Class 1, Class 2, Class 4, and Class 14 categorical exemptions would not be negated by any of the exceptions listed in CEQA Section 15300.2. The Simi Valley High School New Classroom Complex, Sports Fields, and Quad Renovation Project will not have a significant effect on the environment and is considered exempt from the requirement for the preparation of environmental documents.

We recommend the filing of a Notice of Exemption based on this analysis within five days of agency approval of the proposed project and categorical exemptions.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: APPROVAL OF RESOLUTION NO. 70-21/22 ADOPTING FINDINGS UPDATED PREQUALIFICATON APPLICATION FOR FORMALLY BID PUBLIC WORKS PROJECTS

Business & Facilities
Action #8

June 14, 2022

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, and 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 is attached (Exhibit A).

Fiscal Analysis

Implementing a uniform prequalification application is mandated by California Public Contract Code for projects valued at $1,000,000 and greater. Prequalification can reduce additional inspection, management and administrative costs, due to the level of experience, bonding capacity, financial strength, and capability of prequalified contractors.

Recommendation

It is recommended the Board of Education approve Resolution No. 70-21/22 adopting findings updated prequalification application for formally bid public works projects.

On a motion # 220 by Trustee Tubran, seconded by Trustee Bagdasaryan and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, adopting findings updated prequalification application for formally bid public works projects

LaBelle
Smollen
Tubran
Bagdasaryan
Blough

Ayes: Noes: 0 Absent: 0 Abstained: 0

SIMI VALLEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 70-21/22

IMPLEMENTING PREQUALIFICATION OF CONSTRUCTION CONTRACTORS UNDER PUBLIC CONTRACT CODE SECTION 20111.6

WHEREAS, for construction contracts awarded on or after January 1, 2014, Public Contract Code section 20111.6 requires the governing board of a school district with an average daily attendance over two thousand five hundred (2,500) to prequalify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars ($1,000,000) or more. Education Code section 17406 requires the same prequalification of bidders for public works projects of any expenditure awarded on a competitive solicitation process to the prosper providing the best value, commonly referred to as Lease-Leaseback; and

WHEREAS, for purposes of Public Contract Code section 20111.6 and public projects that fall within its purview, bidders shall include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors (licensed pursuant to Section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses); and

WHEREAS, the standardized questionnaire and financial statement in a form specified by the school district ("Prequalification Questionnaire") is required to include a complete statement of the prospective bidder's financial ability and experience in performing public works; and

WHEREAS, the Prequalification Questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

WHEREAS, the Prequalification Questionnaire is not a public record and is not to be opened to public inspection; and

WHEREAS, each Prequalification Questionnaire submitted by a prospective bidder will be scored in accordance with an established point system; and

WHEREAS, Public Contract Code section 20111.6 requires any school district requiring prospective bidders to complete and submit a Prequalification Questionnaire to adopt and apply a uniform system of rating bidders on the basis of the completed Prequalification Questionnaire in order to determine if bidder will be deemed qualified to bid ("Prequalification Evaluation System"); and

WHEREAS, a school district may not accept a proposal from any potential bidder who is required to submit a Prequalification Questionnaire in accordance with Public Contract Code Section 20111.6, but has not done so at least ten (10) business days prior to the date fixed upon

the public opening of sealed bids, or has not been prequalified by the school district in accordance with Public Contract Code section 20111.6(f) at least five (5) business days prior to the opening of sealed bids; and

WHEREAS, Notwithstanding the foregoing recital, pursuant to Public Contract Code section 20111.6, a school district may establish a process for prequalifying prospective bidders and may authorize their prequalification to be considered valid for up to one (1) calendar year following the date of initial prequalification;

NOW THEREFORE, THE GOVERNING BOARD OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE:

1. In accordance with Public Contract Code 20111.6, the Governing Board ("Board") establishes a prequalification program for construction contracts awarded on or after January 1, 2014, that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars ($1,000,000) or more, ("Prequalification Program").

2. The Prequalification Program shall utilize the Prequalification Questionnaire attached hereto as Exhibit "A" and incorporated herein.

3. In accordance with Public Contract Code section 20111.6, the District adopts the Prequalification Evaluation System of allocating points set forth in the document attached hereto as Exhibit "B" with respect to the District's review of any submitted Prequalification Questionnaires. Any potential bidder who submits a Prequalification Questionnaire that does not meet the above-referenced criteria set forth in this section shall be considered not qualified and rejected.

4. The Prequalification Questionnaire shall be completed by any potential bidder in conformance with Public Contract Code section 20111.6.

5. With respect to construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars ($1,000,000) or more, each prospective bidder must be prequalified in conformance with the Prequalification Program prior to submitting a bid.

6. With respect to public works projects which may be let to contract by informal procedures pursuant to section 22032 of the Public Contract Code, criteria for prequalification of contractors shall be based upon section 22034 of the Public Contract Code.

7. In submitting any bids for construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars ($1,000,000) or more, and any future

projects that require prequalification of contractors, the District will furnish each prospective bidder a standardized proposal form that when completed and executed, will constitute such potential bidder's bid ("Proposal").

8. A Proposal shall not be accepted from any person or other entity for any construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars ($1,000,000) or more who: (1) has not submitted a Questionnaire at least ten (10) business days prior to the date fixed for the public opening of the seal bids for such construction contract in accordance with Public Contract Code Section 20111.6(f), or (2) who has not been prequalified for at least five (5) business days prior to the public opening of seal bids for such contract, in accordance with Pubic Contract Code section 20111.6(f).

9. Once prequalified pursuant to this Section, such prequalification shall be valid for up to one (1) calendar year following the date of initial prequalification.

10. The Board hereby delegates to the District's Director of Purchasing, Director of Facilities and Planning and or the Bond Program Manager, the authority to determine whether a potential bidder shall be considered prequalified.

11. The Board hereby delegates to the District's Superintendent and or Associate Superintendent, Business & Facilities or his/her designee, the authority to hear and oversee prequalification determination appeals.

Approved and adopted by the Governing Board of the Simi Valley Unified School District this 14th day of June, 2022 by the following vote:

AYES: LaBelle, Smollen, Yibran, Bagdasarian + Blough

NOES: 0

ABSENT: 0

ABSTAINED: 0

Secretary to the Board of Education

Support Document

EXHIBIT "A"

QualityBidders™

Pre-Qualification Questionnaire

Step 1 — Pre-Qualification

Contractor Information

- Firm Name*
- Contact Person*
- Address*
- Phone Number*
- Fax Number
- Email Address*
- Contractor's License Number*
  - Program links to Contractor's State License Board page for that license number
- Drop down menus to enter multiple License Classifications*

Business Certifications

Select at least one business certification*:

- Minority Business (MBE)
- Disadvantaged Business (DBE)
- Disabled Veteran Business (DVBE)
- Women Owned Business (WBE)
- Small Business (SBE)
- None

Qualification

Answer the Yes/No questions:

1. Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?*
2. Does Contractor have a liability insurance policy in accordance with minimum State requirements?*
   - ☐ If yes, a drop down form opens requesting amount of coverage.
3. Does Contractor have current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et Seq.?*
4. Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?*
5. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?*
6. Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854?*
   - ☐ If yes, drop down forms opens requesting more information (Contractor Registration Number* and Expiration Date*).

Step 2 — General Requirements

Business Structure

7. Select Business Type (drop down menu):
   - ☐ Corporation (date Incorporated*, under the laws of what state*)
   - ☐ Partnership (date of formation*, under the laws of what state*)
   - ▪ Sole Proprietorship (date of commencement of business*, person's name*, construction company*, dates of person's participation with company*).

Business Information

8. Please upload a copy of your latest reviewed or audited financial statement with accompanying notes and supplemental information. (Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is no more than 25 percent of the qualifying amount provided in section 14837(d)(1). As of January 1, 2001, the qualifying amount is $10 million, and 25 percent of that amount, therefore, is $2.5 million.)

   Note: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.*

   - ☐ A checkbox is featured; By checking this box, I certify that my business qualifies as a small business as defined in GC 14837(d)(1) and an exempt from this requirement. If checked the Financial Statements upload form is removed.

9. Has your firm or any firm with which any of your company's owners, officers or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?*
   - ☐ If yes, a drop down form opens requesting more information (name of company*, name of the person within your firm who was associated with that company*, year of event*, owner of the project*, project name*, and basis for the action).

10. Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?*
    - ☐ If yes, a drop down form opens requesting more information (year of the event*, name of owner*, project name*, and basis for the finding by the public agency).

11. The following three questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about pass-through disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

12. Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?*
    - ☐ If yes, a drop down form opens requesting more information (project name*, date of claim*, name of claimant*, brief description of the nature of the claim, the court in which the case was files*, a brief description of the status of the claim).
13. Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?*
    - ☐ If yes, a drop down form opens requesting more information (project name*, date of claim*, name of entity (or entities) against whom the claim was filed*, brief description of the nature of the claim, the name of the court in which the case was filed*, brief description of the status of the claim).
14. Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.*
    - ▪ If yes, a drop down form opens requesting more information (owner's name*, name of your bonding company*, original contract value*, value of the work terminated*, brief explanation of the circumstances leading to the termination).
15. Has your firm ever agreed with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?*
    - ☐ If yes, a drop down form opens requesting more information (name of public entity*, year of agreement*, period of time during which your firm agreed not to bid*).
16. Has any surety company ever made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?*
    - ☐ If yes, a drop down form opens requesting more information (amount of such claim*, name of claimant*, telephone number of claimant*, date of claim*, grounds for the claim, present status of claim*, date of resolution of such claim if resolved*, method by which claim was resolved if resolved*, nature of the resolution*, amount of resolution*).
17. Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?*
    - ☐ If yes, a drop down form opens requesting more information (name of people involved*, name of public agency*, date of investigation*, grounds for the finding, name of claimant*, telephone number of claimant*).
18. Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?*
    - ☐ If yes, a drop down form opens requesting more information (name of people involved*, name of public agency*, date of conviction*, grounds for conviction).

19. Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?*
    - ☐ If yes, a drop down form opens requesting more information (name of person or persons convicted*, name of the court (include the name of the county if a state court or the district or location if federal court)*, year of the event*, description of criminal conduct).
20. Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?*
    - ☐ If yes, a drop down form opens requesting more information (date when your firm was denied coverage*, name of company or companies which denied coverage, the period during which no surety bond was in place*).
21. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?*
    - If no, please upload a statement from your workers' compensation insurance carrier verifying coverage for the last five years (include dates and policy numbers on carrier letterhead) by pressing the 'ADD STATEMENT' button. If your firm has been in business for less than five years, upload a statement from your workers' compensation insurance carrier verifying continuous coverage for the period your firm has been in the construction business.*

Step 3 — History and Performance

Company History

22. Has there been any change of more than 10 percent in ownership of the firm at any time during the last three years? Note: A corporation whose shares are publicly traded is not required to answer this question.*
    - ☐ If yes, a drop down form opens requesting more information (year of change in ownership* and area to provide explanation).
23. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?*
    - ☐ If yes, a drop down form opens requesting more information (area to provide explanation).*

Note: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner or officer of your firm holds a similar position in another firm.

24. Are any corporate officers, partners or members connected to any other construction firms?*
    - ☐ If yes, a drop down form opens requesting more information (area to provide explanation).*

Note: Include information about other firms if an owner, partner or officer of your firm holds a similar position in another firm.

25. Gross revenues (drop downs to add three or more years of gross revenues) If your firm has not been in business for three years, enter $0 for the gross revenue amount of prior years. Press the 'ADD GROSS REVENUE YEAR / AMOUNT' button to add revenues for each year.*
26. How many years has your organization been in business in California as a contractor under your present business name and license number?*
    - ☐ Drop down selection menu
27. Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed*
    - If yes, an upload form is added to attach bankruptcy petition by pressing the 'ADD BANKRUPTCY PETITION' button.
28. Was your firm in bankruptcy at any time during the last five years? If so, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued*
    - ☐ If yes, an upload form is added to attach bankruptcy petition or discharge order.

Licenses

29. If any of your firm's license(s) are held in the name of a corporation, partnership, or limited liability company, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
    - A text box is provided to enter the required information.
30. Has your firm changed names or license number in the past five years?*
    - If yes, drop down area opens to provide explanation, including the reason for the change.
31. Has any owner, partner, member or (for corporations or limited liability companies) officer of your firm operated a construction firm under any other name in the last five years?*
    - If yes, drop down area opens to provide explanation, including the reason for the change.

Disputes

32. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?*
    - If yes, drop down opens: Enter information about projects in which your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner. Press the 'Add Project' button to add additional projects. Each drop down form is requesting name of project*, owner's name*, owner's address*, date of completion of the project*, amount of liquidated damages assessed*, further explanation*.
33. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?*
    - If yes, a drop down form opens requesting more information (name of insurance carrier*, form of insurance*, year of the refusal*).
34. In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?*
    - If yes, a drop down form opens up requesting more information (name of project*, dollar value of project*. Yes/No option: Did any Stop Payment Notice result in a claim against your Payment Bond?*).

Bonding

35. Firm's current maximum bonding capacity*
36. Provide the name and address of your bonding company*
37. Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?*
    - If yes, provide percentage firm was required to pay* (drop down menu to select percentage and area for explanation).
38. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds.*
    - Area to provide explanation.

Compliance

39. Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?*
    - ☐ If yes, number of CAL OSHA penalties* (drop down selection menu) and area to provide description of citation, dates of citation*, area to provide nature of violation, name of project*, amount of penalty paid*. Yes/No option: Was citation appealed to the Occupation Safety and Health Appeals Board?* If yes, drop down form opens up for case number*, status of decision*, decision*, date of decision*.
40. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?*
    - ☐ If yes, number of Federal Occupational Safety and Health Administration citations* (drop down to select number), area for description of citation(s), and the date of citation*.
41. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?*
    - ☐ If yes, drop down for number of citations* (select number), area for description of citation(s), and date of citation*.
42. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?*
    - ☐ Drop down menu to select frequency (weekly, monthly, quarterly, other).
43. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years.* Press the 'ADD EMR RATE' button to add each year* and select the rate*.
44. Please upload a copy of your most recent EMR letter(s)* Press the 'ADD EMR LETTER' button to upload a letter (or letters) from your broker that verifies your EMR rates for last three years.
45. Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? If the answer is yes, enter one or more wage violations by pressing the 'ADD STATE WAGE VIOLATION' button below NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*
    - If yes drop down opens for name of project*, nature of violation*, public agency name*, number of unpaid employees*, penalty and back wages paid*. Press 'ADD STATE WAGE VIOLATION' button to add additional violations.

46. During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?*
    - ☐ If yes, drop down form opens: Number of occasions in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements. Drop down menu to select number and area to add description of each violation, name of project*, date of completion*, name of public agency*, number of employees who were initially underpaid*, amount of back wages and penalties required to pay*.
47. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?*
    - ☐ If yes, drop down opens for number of apprenticeship law violations* (select number) and date(s) of such findings*.

Step 4 — Recent Construction Projects

Project History

48. Provide the information requested below for the six largest public works projects for an educational institution and three largest private works of improvement on which you have completed your scope of work in the last five years. If you do not have six projects in education, list those first then all other public works. If you are a general contractor, list projects that your firm performed as the general contractor in charge of all trades for the construction of a building. If you are a M/E/P contractor, list your largest projects in both categories. "Largest" means highest contract dollar value, including change orders. Reference names and phone numbers must be current and verifiable. Provide email addresses for all references where feasible. Press the 'ADD PROJECT' button to add detailed information about each relevant project your company has worked on.*

- ☐ Project name*
- ☐ Project type*
- ☐ Location*
- ☐ Owner*
- ☐ Owner Contact (Name and Current Phone #)*
- ☐ Owner Contact Email*
- ☐ Architect or Engineer*
- ☐ Architect or Engineer Contact (Name and Current Phone #)*
- ☐ Architect or Engineer Contact Email
- ☐ Construction Manager*
- ☐ Construction Manager Contact (Name and Current Phone #)*
- ☐ Construction Manager Email
- ☐ Description of Project, Scope of Work Performed*
- ☐ Total Value of Construction (including change orders)*
- ☐ Original Value of Construction*
- ☐ Original Scheduled Completion Date*
- ☐ Time extensions granted (# of days)*
- ☐ Actual date of completion

Step 5 — Finish

District Requirements

Select at least one district to send this application to. When the application is submitted each district that is selected below will receive an email notifying them of your application.

Additional District Requirements

The districts will have the following additional requirements:

1. Please provide your companies Tax Identification Number
2. If the applicants Workers Compensation EMR rating is zero (0) or higher than 1.25 the applicant is disqualified

Submit Application

Before the contractor can submit the application; they are prompted to agree to the following:

- "I certify and declare that I have read all the foregoing answers to this questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct."

Note to contractor: Once your application has been submitted you will no longer be able to make modifications unless it is returned to you by a district for corrections or updates.

QualityBidders

Application Scoring Rules

Prime Contractor Scoring Summary (135 Points Total / Passing = 75%)

Qualification/Licenses (5 points total)

Business Information (50 points total)

Company History (15 points total)

Disputes (20 points total)

Bonding (5 points total)

Compliance (40 points total)

Sub Contractor Scoring Summary (70 Points Total / Passing = 75%)

Company History (15 points total)

Disputes (15 points total)

Compliance (40 points total)

Prime Contractor Scoring Detail
(135 points available for Primes)

Qualification/Licenses (5 points total)

- Suspended or revoked license
  - No = 5
  - Yes = 0

Business Information (50 points total)

- Disbarred/Disqualified from Government Agency/Public Works Projects
  - No = 5
  - Yes = 0
- Denied as Non-Responsible Bidder
  - No = 5
  - Yes = 0
- Claim Against Firm:
  - *If Average Gross Rev < 2M*
    - No = 5
    - Yes w/ 1 Instance = 4
    - Yes w/ 2 Instances = 3
    - Yes w/ 3+ Instances = 0
  - *If Average Gross Rev > 2M*
    - No = 5
    - Yes w/ 1 Instance = 4
    - Yes w/ 2 Instances = 2
    - Yes w/ 3+ Instances = 0
- Claim Against Owner:
  - *If Average Gross Rev < 2M*
    - No = 5
    - Yes w/ 1 Instance = 4
    - Yes w/ 2 Instances = 3
    - Yes w/ 3+ Instances = 0
  - *If Average Gross Rev > 2M*
    - No = 5
    - Yes w/ 1 Instance = 4
    - Yes w/ 2 Instances = 2
    - Yes w/ 3+ Instances = 0
- Contract Termination for Cause
  - No = 5
  - Yes = -5
- Liable in Civil Suit
  - No = 5
  - Yes = -5
- Convicted of a Crime Related to Construction
  - No = 5
  - Yes = -5
- Convicted of Fraud
  - No = 5

    - Yes = -5
  - Denied or Lapse of Bond Coverage Within Last Five Years
    - No = 5
    - Yes = 0
  - Workman's Compensation Lapse within Last Five Years
    - No = 5
    - One Instance = 4
    - Other = 0

Company History (15 points total)

- Years in Business
  - 6+ = 5
  - 5 = 4
  - 4 = 3
  - 3 = 2
  - 2 or Less = 1
- Current Bankruptcy
  - No = 5
  - Yes = 0
- Bankruptcy Within Last Five Years
  - No = 5
  - Yes = 0

Disputes (20 points total)

- ☐ Liquidated Damages Within Last Five Years
  - 1 or Less = 5
  - 2 = 3
  - Other = 0
- ☐ Insurance Refusal to Renew Within Last Five Years
  - No = 5
  - Yes = 0
- ☐ More Than Three (3) Stop Payment Notices per Contract within Last Three Years
  - No = 5
  - Yes = 0
- ☐ Stop Payment Notices Resulting in Claim Against Payment Bond
  - No = 5
  - Yes - 0

Bonding (5 points total)

- ☐ Required to Pay a Premium > 1%
  - No = 5
  - 1-1.25% = 4
  - 1.25-1.5% = 3
  - >1.5% = 0

Compliance (40 points total)

- ☐ CAL OHSA Violations within Last Five Years = Serious, Willful or Repeat
  - *If Average Gross Rev < 2M*
    - *No = 5*

        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 3*
        - *Yes w/ 3+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 2*
        - *Yes w/ 3+ Instances = 0*
- ☐ Federal OHSA Violations within Last Five Years
    - *If Average Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 3*
        - *Yes w/ 3+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 2*
        - *Yes w/ 3+ Instances = 0*
- ☐ EPA, Air Quality or Regional Water Quality Control Board Penalties within Last Five Years
    - *If Average Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 3*
        - *Yes w/ 3+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 2*
        - *Yes w/ 3+ Instances = 0*
- ☐ Safety Meetings
    - Weekly = 5
    - Monthly = 4
    - Quarterly = 2
    - Other = 0
- ☐ Experience Modification Rate
    - EMR .95 or Less = 5
    - EMR .95-1 = 3
    - Other = 0
- ☐ Required to pay back wages (States Prevailing Wages)
    - *If Avg Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 3*
        - *Yes w/ 4+ Instances = 0*
    - *If Avg Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 2*

        - *Yes w/ 4+ Instances = 0*
- Required to pay back wages (Federal = Davis-Bacon Prevailing Wages)
    - *If Average Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 3*
        - *Yes w/ 4+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 2*
        - *Yes w/ 4+ Instances = 0*
- Apprentice Violations
    - *If Average Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 3*
        - *Yes w/ 4+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 2*
        - *Yes w/ 4+ Instances = 0*

QualityBidders

Sub Contractor Scoring Detail
(70 points available for Primes)

Company History (15 points total)

- Years in Business
  - 6+ = 5
  - 5 = 4
  - 4 = 3
  - 3 = 2
  - 2 or Less = 1
- Current Bankruptcy
  - No = 5
  - Yes = 0
- Bankruptcy Within Last Five Years
  - No = 5
  - Yes = 0

Disputes (15 points total)

- Liquidated Damages Within Last Five Years
  - 1 or Less = 5
  - 2 = 3
  - Other = 0
- Insurance Refusal to Renew Within Last Five Years
  - No = 5
  - Yes = 0
- Stop Payment Notices Resulting in Claim Against Payment Bond
  - No = 5
  - Yes - 0

Compliance (40 points total)

- CAL OHSA Violations within Last Five Years = Serious, Willful or Repeat
  - *If Average Gross Rev < 2M*
    - *No = 5*
    - *Yes w/ 1 Instance = 4*
    - *Yes w/ 2 Instances = 3*
    - *Yes w/ 3+ Instances = 0*
  - *If Average Gross Rev > 2M*
    - *No = 5*
    - *Yes w/ 1 Instance = 4*
    - *Yes w/ 2 Instances = 2*
    - *Yes w/ 3+ Instances = 0*
- Federal OHSA Violations within Last Five Years
  - *If Average Gross Rev < 2M*
    - *No = 5*
    - *Yes w/ 1 Instance = 4*
    - *Yes w/ 2 Instances = 3*
    - *Yes w/ 3+ Instances = 0*
  - *If Average Gross Rev > 2M*

        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 2*
        - *Yes w/ 3+ Instances = 0*
- EPA, Air Quality or Regional Water Quality Control Board Penalties within Last Five Years
    - *If Average Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 3*
        - *Yes w/ 3+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1 Instance = 4*
        - *Yes w/ 2 Instances = 2*
        - *Yes w/ 3+ Instances = 0*
- Safety Meetings
    - Weekly = 5
    - Monthly = 4
    - Quarterly = 2
    - Other = 0
- Experience Modification Rate
    - EMR .95 or Less = 5
    - EMR .95-1 = 3
    - Other = 0
- Required to pay back wages (States Prevailing Wages)
    - *If Avg Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 3*
        - *Yes w/ 4+ Instances = 0*
    - *If Avg Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 2*
        - *Yes w/ 4+ Instances = 0*
- Required to pay back wages (Federal = Davis-Bacon Prevailing Wages)
    - *If Average Gross Rev < 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 3*
        - *Yes w/ 4+ Instances = 0*
    - *If Average Gross Rev > 2M*
        - *No = 5*
        - *Yes w/ 1-2 Instance = 4*
        - *Yes w/ 3 Instances = 2*
        - *Yes w/ 4+ Instances = 0*
- Apprentice Violations
    - *If Average Gross Rev < 2M*
        - *No = 5*

- *Yes w/ 1-2 Instance = 4*
- *Yes w/ 3 Instances = 3*
- *Yes w/ 4+ Instances = 0*

- *If Average Gross Rev > 2M*
  - *No = 5*
  - *Yes w/ 1-2 Instance = 4*
  - *Yes w/ 3 Instances = 2*
  - *Yes w/ 4+ Instances = 0*

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC) ANNUAL REPORT FOR FISCAL YEAR 2021

Business & Facilities
Information #2

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In accordance with the accountability requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions affecting Measure X Bond Funds. Their role is basically an audit function with the responsibility to report to the public on the District's expenditures and consistency with Measure X.

Bylaws were approved by the Board of Education on February 21, 2017 to govern the activities of the Committee. Section 3.3 of the Bylaws states that the Committee shall present to the Board an annual written report which shall include the following: (a) A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1 (b) (3) of the California Constitution; and (b) A summary of the Committee's proceedings and activities for the preceding year.

At their regular meeting held on May 18, 2022, the CBOC approved the content of their Annual Report for Fiscal Year 2021. A copy of this report is attached hereto as Exhibit "A".

Recommendation

This report is for information only.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY CITIZENS BOND OVERSIGHT COMMITTEE
(CBOC)

FISCAL YEAR 2020

ANNUAL REPORT

July 1, 2020 to June 30, 2021

BACKGROUND

Measure X is a $239 million bond measure approved by voters on November 8, 2016, authorizing funding for the design and construction of new buildings, modernization of existing school facilities, and modern technology within the Simi Valley Unified School District ("the District"). On June 14, 2017 the District brought to market, $70 million of Series "A" general obligation bonds, the first series to be used under the Measure X authorization, and in May of 2019 the District brought to market, $60 million of Series "B" general obligation bonds, the second series to be used under the Measure X authorization, and in October of 2020 the District brought to marked, $60 million of Series "C" general obligation bonds, the third series to be used under the Measure X authorization. The district has received the Series "A", Series "B", and Series "C" funds, which are being utilized for implementation of Measure X projects.

As required by law, an independent Citizens' Bond Oversight Committee (CBOC) has been established to actively monitor all Measure X projects and expenditures, provide proper oversight, control and accountability to ensure that Measure X funds are used as they were intended and to report to the community at-large.

As prescribed by the CBOC bylaws, this report includes the following:

1. A summary of the Committee's proceedings and activities for the preceding fiscal year.
2. A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution.

CBOC ACTIVITIES

Meetings – The committee meetings were held via Zoom due to COVID-19 restrictions. The meeting dates were August 19, 2020, November 18, 2020, February 17, 2021, and May 12, 2021. Each meeting is open to the public to provide input regarding the overall bond program, budget, financing matters and construction schedules.

Website (https://simi-ca.schoolloop.com/MXCBOC) – The District continues to assist in keeping the website operational to provide the public with general information relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Facebook (https://www.facebook.com/simivalleycitizensbondoversightcommitteemeasurex) - The CBOC created a Facebook Page for the purpose of providing general information to the community at large relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Performance Audits – The fifth performance audit of the Measure X program was finalized on March 14, 2022. This covered the fiscal year of July 1, 2020 thru June 30, 2021. The CBOC has reviewed the 2020-2021 performance audit, which concluded the District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures and transfers were made on authorized bond projects.

Annual Report – This is the fifth Annual Report issued by the CBOC.

DISTRICT COMPLIANCE

The CBOC believes that the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution, which provides that bond revenues are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and that no funds were used for any other purpose including teacher and administrator salaries and other school operating expenses.

MEMBERS – 2020/2021

Jenniffer Jones (Chair)
Richard Grossman (Vice Chair)
Barry Fisher (Secretary)
Frank Sinsheimer (Publicity Chair)
Shawn Herrera
Kimberly Knight
Bethany Lowry
Steven Randall

The 2020/ 2021 CBOC members represent all of the classifications required under Proposition 39, and include a parent or guardian of a child enrolled in the District, a P.T.A. or school site council member, a business organization member, a senior citizens' organization member, a bona-fide taxpayers association member, and two members of the community at-large.

This Annual Report was approved by the CBOC at their meeting on May 18, 2022.

Simi Valley Unified School District
Measure X Citizens' Bond Oversight Committee (CBOC)
Categories of Members Fiscal Year 2020

		REQUIRED CATEGORIES					OTHER
MEMBERS		**Local Business Org.**	**Senior Org.**	**Bona fide Taxpayers Org.**	**Parent/ Guardian of Child Enrolled in District**	**Parent/ Guardian of Child Enrolled in District and Active in PTA or School Site Council**	At-Large Community Member
Jenniffer Jones					X		
Shawn Herrera		X			X		
Barry Fisher							X
Richard Grossman		X			X		
Bethany Lowry		X			X	X	
Kimberly Knight					X	X	
Frank Sinsheimer			X				
Steven Randall				X			
MEMBERS RESIGNING IN 2020							
Alisa Hensel						X	

California Education Code 15282: The Committee shall consist of at least seven (7) members, who shall serve for a minimum term of two years and for no more than three consecutive terms. Committee shall have one member from each of the REQUIRED CATEGORIES.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
6/14/22
Date Signature

TITLE: **AWARD OF LEASE LEASEBACK CONTRACT**

Business & Facilities
Information #3

June 14, 2022

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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 Classroom Renovation, Consent #33

After reviewing and negotiating the proposals, the proposal was deemed complete and qualified, and therefore are the best value to the District.

Recommendation

This item is presented for information only.