

APPROVED FOR PROCESSING  
BY SUPERINTENDENT'S OFFICE  
6-27-17  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

**TITLE: APPROVAL OF AGREEMENT NO. A18.054 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND LI & ASSOCIATES FOR STRUCTURAL DESIGN SERVICES FOR REPLACEMENT OF HVAC UNITS AT SINALOA MIDDLE SCHOOL AND SIMI VALLEY ADULT SCHOOL**

Business & Facilities  
Consent #15

June 27, 2017  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The HVAC units at Sinaloa Middle School and Simi Valley Adult School are in need of replacement. Structural engineering services are needed for the rooftop HVAC units. The attached Agreement A18.054 (Exhibit "A") further describes these services.

**Fiscal Analysis**

The total cost associated with the structural engineering services necessary for replacing rooftop HVAC units at Sinaloa Middle School and Simi Valley Adult School is \$16,600.00. These services will be funded with C4 Bond funds and/or Measure X funds.

**Recommendation**

It is recommended that the Board of Education approve Agreement A18.054 with the firm of Li & Associates for structural engineering services for replacement of rooftop HVAC units at Sinaloa Middle School and Simi Valley Adult School.

On a motion # 262 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 4-0-1, the Board of Education approved, by roll-call-vote, Agreement A18.054 with the firm of Li & Associates.

Motion # 262 Ayes: Blough, LaBelle,  
Lundstrom, Daniels; Noes: 0;  
Absent: White; Abstain: 0

Absent: 1 Abstained: 0

*original in Measure X binder*

## AGREEMENT FOR CONSULTANT SERVICES

AGREEMENT made as of the 16<sup>th</sup> day of June, 2017,

between the District:

Simi Valley Unified School District  
875 East Cochran Street  
Simi Valley, CA 93065

and the Consultant:

Li & Associates, Inc.  
7390 Zaharias Court  
Moorpark, CA 93021

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **structural engineering services for replacing rooftop HVAC units at Sinaloa Middle School and at Simi Valley Adult School per the attached Proposal from Consultant dated June 16, 2017 (Attachment "A")**. The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

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

	<u>Start</u>	<u>Finish</u>
Site and Record Drawing Investigations	7/1/17	8/15/17
Coordination with Mechanical Engineer	8/1/17	ongoing
Structural Analysis and Reports	8/15/17	ongoing
Construction Administration	not included	not included

2 **CONTRACT PRICE.**

2.1 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a fixed-fee of Sixteen Thousand Six Hundred Dollars (\$16,600.00) per the attached Proposal from Consultant dated June 16, 2017 (Attachment "A"). The fixed fee cost breakdown is indicated below:

Sinaloa Middle School:	\$12,800.00
Simi Valley Adult School:	\$ 3,800.00

2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the fee of the Consultant and any Subconsultant, personnel expenses (including all benefits and burdens), travel for the Consultant, Subconsultants, their employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site(s) of a Project, the District's Administrative Offices and travel within the Counties of Los Angeles, Ventura, Orange, Kern and Santa Barbara. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the Consultant. Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.

- 2.3 **Additional Services.** The services described in this Paragraph 2.3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by the following method, at the District's sole discretion: an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.
- 2.4 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

### 3 CONSULTANT BILLINGS

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 **INSURANCE; INDEMNITY**

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

4.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

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

4.3 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

4.4 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance

- applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.7 **Indemnity.**
- 4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.
- 4.7.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.
- 5 **TERM.** The term of this Agreement begins on the date first set forth above and ends:
- when the Project and all close-out obligations are completed.
- when the District has confirmed that Consultant has properly completed its Scope of Services.

## 6 **TERMINATION; SUSPENSION**

**Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the

filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 6.1 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.2 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.3 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.
- 7 **MISCELLANEOUS**
- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant

shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

- 7.4 **Compliance.** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 7.5 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
- 7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

Li & Associates, Inc.  
7390 Zaharias Court  
Moorpark, CA 93021  
Attn.: Joe Li, President

- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.



7.10 **Disputes.**

7.10.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

7.10.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

7.10.3 *Government Code Claims.* Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

7.11 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.

7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

7.13 **Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

7.14 **Consultant Contact Information.**

Consultant Contact Name: **Joe Li**

Business Phone: **805-300-9622**

E-mail: **joel@li-associates.com**

Federal Tax ID Number or SSN: \_\_\_\_\_

*\*Consultant must provide a W-9 (attached)*

Are you or any of your employees current or former employee of the District?

Yes  No

If yes, state the date you last worked? \_\_\_\_\_

Are you related to any employee (s) of the District?  Yes  No

If yes, please identify the individuals (s): \_\_\_\_\_

7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved this Agreement and the provisions hereof.

7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

7.17 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ron Todo, Associate Superintendent  
Business & Facilities

**LI & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Joe Li  
President

Attachment "A"



*Li & Associates, Inc.*  
7390 Zaharias Court  
Moorpark, CA 93021  
Ph. 805.300-9622  
Joeli9622@Gmail.com

Tony Joseph  
Bond Manager  
SVUSD  
875 East Cochran Street  
Simi Valley, CA 93065

Date of Issuance:  
June 16, 2017

Re: SVUSD Sinaloa MS and Adult School

Project: Review and Approval of Replacement of Existing Roof Top package Units

Li & Associates Project No.: 17-0030

Dear Tony,

Thank you for asking us to provide you with a proposal for structural engineering services by providing Structural review and conforming letters to DSA for above mentioned schools. Our fee for Sinaloa MS is \$12,800 ( CD Phase \$11,000 and CA Phase \$1,800) and Adult School is \$3,800( CD phase \$3,000 and CA Phase \$800).

Respectfully submitted,  
Li & Associates, Inc.

A handwritten signature in black ink, appearing to be "Joe Li", written over a horizontal line.

Joe Li, S.E.  
President

June 16, 2017

17-0030

*Alan Amador A.D.R.*

Item	Description	Quantity	Units	Cost (\$)	Total (\$)
<b>ABATEMENT</b>					
1	ABATE ASBESTOS AND LEAD CONTAINING PAINT	1	LS	50000	50,000
<b>DEMOLITION</b>					
1.01	DEMOLISH (E) METAL STUD WALL PANELS SYSTEM	1780	SF	4	7,120
1.02	DEMOLISH (E) TOILETS	9	EA	500	4,500
1.03	DEMOLISH (E) LAVATORIES	7	EA	500	3,500
1.04	DEMOLISH (E) TOILET PARTITIONS	1	LS	1,000	1,000
1.05	DEMOLISH (E) TOILET ROOM ACCESSORIES	1	LS	500	500
1.06	DEMOLISH (E) LOCKERS	33	EA	100	3,300
1.07	DEMOLISH (E) SHOWERS	1	EA	500	500
1.08	DEMOLISH (E) DRINKING FOUNTAIN	1	EA	400	400
1.09	DEMOLISH (E) DOOR	3	EA	300	900
1.10	DEMOLISH (E) PLASTER FINISH	360	SF	8	2,880
1.11	DEMOLISH (E) LOW WALL - METAL STUD & CERAMIC TILE	200	SF	12	2,400
1.12	DEMOLISH (E) METAL PAN TILE CEILING (SALVAGE)	4000	SF	3	12,000
1.13	DEMOLISH (E) 1" X 1" MOSAIC CERAMIC TILE	400	LF	4	1,600
1.14	DEMOLISH (E) POURED EPOXY FLOOR COATING.	80	LF	4	320
1.15	DEMOLISH (E) CERAMIC WALL TILE (SALVAGE)	160	SF	4	640
1.16	DEMOLISH (E) AIR RETURN LOUVERS	1	LS	4000	4,000
1.17	DEMOLISH (E) BENCH	8	EA	250	2,000
1.18	DEMOLISH (E) LOCKERS (SALVAGE)	106	EA	100	10,600
1.19	REMOVE (E) MORTER BED DOWN TO (E) CONC. SLAB	420	SF	2	840
1.20	DEMILISH (E) CONCRETE SLAB	5160	SF	2	10,320
<b>CONCRETE</b>					
3.01	3000 PSI CONC. SLAB	5160	SF	8	41,280
3.02	(N) 6" CONC. CURB	190	LF	20	3,800
<b>METALS</b>					
5.01	(N) 4" METAL STUD WALL	2170	SF	13	28,210
<b>THERMAL PROTECTION</b>					
7.01	BATT INSULATION	2170	SF	2	4,340
<b>DOORS, WINDOWS AND GLAZING</b>					
8.01	(N) 36"X76" MIRROR	1	EA	400	400
8.02	(N) 96"X48" MIRROR	1	EA	400	400
8.03	(N) DOOR, SEE SCHEDULE	3	EA	2000	6,000
<b>FINISHES</b>					
9.01	CEMENT PLASTER WALL.	750	SF	18	13,500
9.02	PATCH HOLES AND PENETRATIONS AT (E) WALLS	1	LS	1000	1,000
9.03	PAINT (E) BENCH TOPS & POSTS	8	EA	250	2,000
9.04	PATCH PLASTER AND LATH AT BASE.	1	LS	4000	4,000
9.05	MOSAIC FLOOR TILE	900	SF	18	16,200
9.06	WALL TILE	2100	SF	18	37,800
9.08	(N) GYPSUM BOARD	800	SF	13	10,400
9.10	PATCH AND REPAIR (E) PLASTER	1	LS	1500	1,500
9.11	(N) CEMENT PLASTER SKIM COAT OVER (E) CMU WALL	200	SF	9	1,800

Item Description	Quantity	Units	Cost (\$)	Total (\$)
9.12 (N) PLASTER SKIM COAT OVER (E) GYPSUM BOARD	400	SF	5	2,000
9.13 PATCHING AND PAINTING	5080	SF	6	30,480
<b>EQUIPMENT</b>				
10.01 (N) LOCKERS.	34	EA	300	10,200
10.02 (N) 10" X 36" BENCH	3	EA	250	750
10.03 (N) 22" X 48" BENCH	3	EA	500	1,500
10.04 (N) SHOWER ROD AND CURTAIN	2	EA	250	500
10.05 (N) FOLDING SHOWER SEAT	2	EA	250	500
10.06 (N) GRAB BAR	6	EA	250	1,500
10.07 (N) TOILET PARTITION	8	EA	250	2,000
10.08 (N) SOAP DISPENSER	9	EA	250	2,250
10.09 ELECTRICAL HAND DRYERS	3	EA	250	750
10.10 (N) TOILET TISSUE DISPENSER	9	EA	250	2,250
10.11 (N) TOILET SEAT COVER DISPENSER	9	EA	250	2,250
10.12 (N) 22" X 48" BENCH WITH BACK	3	EA	750	2,250
10.13 (N) EXIT SIGNAGE	2	EA	250	500
10.14 (N) RESTROOM SIGNAGE	4	EA	250	1,000
10.15 (N) ROOM SIGNAGE	10	EA	250	2,500
10.16 ISA SYMBOL SIGNAGE	4	EA	250	1,000
10.17 (N) ACCESSIBLE LOCKER	5	EA	400	2,000
10.18 (N) 12" X 15" X 48" LOCKER ON CONC. CURB	89	EA	400	35,600
10.19 (N) LOCKER FILLER	20	EA	250	5,000
<b>PLUMBING</b>				
22.01 (N) SHOWER FIXTURE	2	EA	2500	5,000
22.02 (N) FLOOR DRAINS	4	EA	750	3,000
22.03 (N) ACCESSIBLE WATER CLOSET	3	EA	1200	3,600
22.04 (N) WATER CLOSET	6	EA	1200	7,200
22.05 (N) ACCESSIBLE LAVATORY	4	EA	1000	4,000
22.06 (N) HI-LO DRINKING FOUNTAIN	2	EA	1200	2,400
22.07 RE-INSTALL (E) DRINKING FOUNTAIN	1	EA	1000	1,000
22.08 (N) BOTTLE STATION	1	EA	1400	1,400
22.09 GENERAL PLUMBING UPGRADES	1	LS	120000	120,000
<b>MECHANICAL</b>				
23.01 (N) SUPPLY DIFFUSER WITH DUCTWORK	10	EA	1000	10,000
23.02 EXHAUST FAN SYSTEMS	6	EA	3000	18,000
23.03 GENERAL MECHANICAL UPGRADES	1	LS	30000	30,000
<b>ELECTRICAL</b>				
26.01 (N) RECESSED 2X4 LIGHTING FIXTURE	52	EA	300	15,600
26.02 (N) 1X4 LIGHTING FIXTURE	24	EA	250	6,000
26.03 (N) OCCUPANCY SENSOR	30	EA	100	3,000
26.04 (N) EXIT SIGN	4	EA	400	1,600
26.05 (N) RECESSED 2X2 LIGHTING FIXTURE	11	EA	300	3,300
26.06 GENERAL ELECTRICAL UPGRADES	1	LS	80000	100,000
<b>LOW VOLTAGE SYSTEMS</b>				
28.01 FIRE ALARM SYSTEM REVISIONS AND UPGRADES	1	LEA	18000	18,000

SVUSD  
Royal High School  
Girls Locker Room Renovation

Prepared by  
**EXHIBIT A**  
Amador Whittle Architects, Inc.  
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Agoura Hills CA 91301

Item	Description	Quantity	Units	Cost (\$)	Total (\$)
	BUILDING RELATED SUBTOTAL				751,830
	CONSTRUCTION SOFT COST	30%			225,549
	<b>BUILDING RELATED CONSTRUCTION COST</b>				<b>977,379</b>