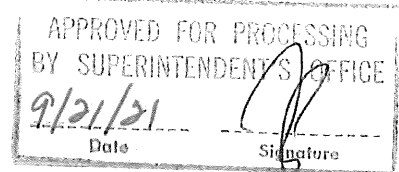


**Simi Valley Schools**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

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



**TITLE: FIRST READING OF UPDATED ADMINISTRATIVE REGULATION  
3311 – BIDS**

Business & Facilities  
Information #2

September 21, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

After careful review, Administrative Regulation 3311 – Bids is being updated to reflect the most current bid protest filing deadlines from five working days to three business days.

The changes/deletions are indicated in ~~strike through~~. New policy is highlighted and aligns with current Simi Valley Unified School District procedures. New policy suggested by staff rather than CSBA is indicated in all CAPITAL letters and highlighted.

**Fiscal Analysis**

No fiscal impact

**Recommendation**

This item is brought forward for information only.

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**Regulation 3311: Bids**

**Status:** DRAFT

**Original Adopted Date:** 05/17/1994 | **Last Revised Date:** 05/09/2017

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**Advertised/Competitive Bids**

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

(cf. 3311.2 - Lease-Leaseback Contracts)

(cf. 3311.3 - Design-Build Contracts)

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:

a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

(cf. 3230 - Federal Grant Funds)

(cf. 3311.4 - Procurement of Technological Equipment)

b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local

newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code, 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.

b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

#### Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

#### Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

(cf. 3311.2 - Lease-Leaseback Contracts)

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

(cf. 3311.3 - Design-Build Contracts)

#### Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within ~~five working~~ **THREE BUSINESS** days after receipt of notification of ~~the contract award~~ **INTENT TO AWARD CONTRACT** and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

#### Limitation on Use of Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

#### Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)



(cf. 3511 - Energy and Water Management)

(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

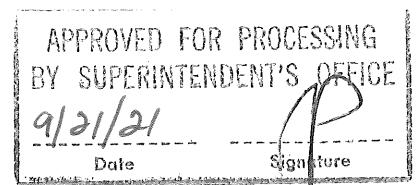
(cf. 3551 - Food Service Operations/Cafeteria Fund)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)



**TITLE: APPROVAL OF DISTRICT STANDARD FOR CAMPUS-WIDE NOTIFICATION SYSTEM**

Business & Facilities  
Action #1

September 21, 2021  
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

Resolution 37-04/05 recognizes the necessity to adopt standards for materials, products, things, and services for use in public works of improvement, to promote the integrity, functionality, operation, maintenance, and/or use of existing systems and/or structures which constitute all or part of a particular public improvement either completed or in the course of completion by the District.

Staff is in the process of developing a project for the replacement of campus-wide notification systems, which include clocks, bells, and communication. The District's Information Technology Department has determined that the features detailed in "Exhibit A" must be present in any notification system to be considered.

Three makes/models of campus-wide notification systems have been identified as having the features required.

Make	Model	
Advanced Network Devices	IPCSHD-MB	
Atlas IED	IP-SDM	
American Time	EverAlert	

**Fiscal Impact**

Standardizing on one of the three notification systems above, or another make/model that has the features required, will provide consistency throughout the District. Staff believes that the use of more than one notification system would cause the District to incur substantial additional costs.

On motion # 53 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, the District standard for a campus-wide notification system.

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

**TITLE:        APPROVAL OF DISTRICT STANDARD FOR CAMPUS-WIDE  
NOTIFICATION SYSTEM**

Business & Facilities  
Action #1

September 21, 2021  
Page 2 of 2

**Recommendation**

It is recommended that the Board of Education approve any of the three notification systems above, or another make/model that has the features required, as the District's standard for a campus-wide notification system.

## Clocks, Bells, Notifications, Specifications

Simi Valley Unified School District

August 16, 2021

**Technology****Classroom Clocks**

Approximately 900 classrooms and 29 sites including District Office and Transportation

Display	Multicolor digital LCD message board - Clock display separate or integrated but must always be visible, except during an emergency.
Power	POE, IEEE 802.3af standard
Network	Cat 6 RJ-45 wired connection with DHCP Support
Location	Front of room, top center above projection systems, see image #1 below. An exception can be made based on existing equipment conflicts such as fire alarm systems and the ability to view from the student's perspective. Display must be visible to all students.

**Paging Speakers**

1 per clock. They can be combined or separate units.

Features	Two-way paging, full duplex audio, ability to adjust volume remotely
Power	POE, IEEE 802.3af standard
Network	Cat 6 RJ-45 wired connection with DHCP Support

**Outdoor Horns**

Features	Ability to adjust volume remotely, vandal proof
Power	POE, IEEE 802.3af standard
Network	Cat 6 RJ-45 wired connection with DHCP Support

**Server**

Platform	Local IP Based or cloud, preference is on-premise solution. Any local servers will be installed at the District Data Center. No servers are to be maintained at school sites.
Operating System	Minimum Windows Server 2016 or specific versions of Linux such as Red Hat Enterprise Linux v6 or later, SUSE Linux Enterprise v11 or later, CentOS 4 or later, Debian Linux v7 or later, or Ubuntu Linux v18 or later.
Time	Automatically sync all clocks and bells to NTP server in 12H format.
Compatibility	Must be able to assign an extension number to allow two-way paging to individual speakers as well as broadcast to zones. Must be

	compatible with our existing Vertical Wave VOIP PBX at District Data Center.
Security Protocol	Communications must be secure with a minimum of TLS 1.2

#### Management Software for Users

Features	Store and play prerecorded audio, program zone-based bell schedules, push out messages and alerts, and ring bell(s) manually
Preprogrammed Alerts	Earthquakes, active shooter, school lockdown, 911 calls, building evacuations, and severe weather
Ease of Use	Simple graphical interface that can be taught to Principals, Assistant Principals and Office Managers in approximately 30 minutes
Interface	Browser based preferred
Security Protocol	Communications must be secure with a minimum of TLS 1.2

#### SIP Microphones

Functions	Two-way paging and single button zone broadcast from the Main Office
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#### Intercom/Panic Button

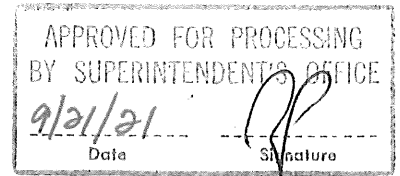
Functions	Single button opens two-way communication from each classroom to the Main Office
-----------	--

#### Fire Alerts

System must display automated alerts and be compatible to communicate with existing Silent Knight fire alarm systems

#### Project Management

Project Management provided by Bond Office



**TITLE: APPROVAL OF PURCHASE OF PILOT STUDENT COMPUTER DEVICES THROUGH MEASURE X FUNDING**

Business & Facilities  
Action #4

September 21, 2021

Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District's current student Chromebooks are five years old and approaching end-of-life in June of 2022.

In preparation for the replacement of student computers, at the direction of the Educational Services Department, the Information Technology Department is coordinating a pilot program allowing for a trial and comparison between the two computer devices listed below. Both devices are the result of investigation conducted by the District's Information Technology Department and collaboration with the Educational Services Department.

Due to additional components required of the Acer Chromebook, a formal price quote was not available in time for the September 21, 2021 Board Meeting. For purposes of budgeting, the Director of Information Technology believes that the price of the Acer Chromebook should be similar to that of the Microsoft Surface Laptop. Included below is the anticipated piggyback contract allowing for the purchase of the devices without advertising for bids. The actual Microsoft quote is attached as "Exhibit A".

Quantity	Computer Device	Total Cost	Piggyback Contract
180	Acer Chromebook	\$118,961.44 (estimated)	CDWG
180	Microsoft Surface Laptop	\$118,961.44	NASPO ValuePoint MNWNC-119
	Sub Total	\$237,922.88	
	7.5% Allowance	\$17,844.22	
	<b>Projected Pilot Cost</b>	<b>\$255,767.10</b>	<b>(not to exceed)</b>

On a motion # 56 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of pilot student computer devices.

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

**TITLE:        APPROVAL OF PURCHASE OF PILOT STUDENT COMPUTER  
                 DEVICES THROUGH MEASURE X FUNDING**

Business & Facilities  
Action #4

September 21, 2021  
Page 2 of 2

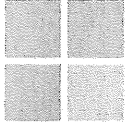
**Fiscal Analysis**

The cost of the pilot student computer devices will be paid for through Measure X funding.

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

**Recommendation**

It is recommended that the Board of Education approve the purchase of pilot student computer devices.



## 180 Surface Devices

USQ-000063261

## Microsoft Store

One Microsoft Way, Redmond, WA 98052, United States

EFFECTIVE FROM : 9/8/2021

EFFECTIVE TO : 10/8/2021

<b>Company Name:</b>	Simi Valley Unified School District	<b>Bill To:</b>	101 w. Cochran Street	<b>Ship To:</b>	101 w. Cochran Street
<b>Account Number:</b>	USA-0003249600				
<b>Contact Email:</b>	monte.mccubbin@simivalleyusd.org		Simi Valley, CA 93065 USA		Simi Valley, CA 93065 USA
<b>Phone:</b>	(805) 306-4500				

<b>Comments:</b>	
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QTY	DESCRIPTION	SKU	MSRP	DISCOUNT	UNIT PRICE	LINE TAX	LINE TOTAL
180	Microsoft Surface Laptop Go EDU - i5/8GB/128GB (Platinum)	21L-00001	\$699.99	\$15,749.78	\$612.49	\$7,993.02	\$118,241.44
1	Microsoft Tracking SKU - MN-WSCA-NASPO ValuePoint Agreement	DHF-01766	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Microsoft Tracking SKU - Surface DR	QL6-00007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<b>TOTAL DISCOUNT</b>	\$15,749.78
<b>SHIPPING COST</b>	\$0.00
<b>Fee/Charges</b>	\$720.00
<b>SUBTOTAL</b>	\$110,968.42
<b>TOTAL TAX</b>	\$7,993.02
<b>TOTAL</b>	\$118,961.44

<b>Authorized Buyer:</b>	Monte McCubbin
<b>Authorized to Pick:</b>	

<b>Quote Status:</b>	Active
<b>CreatedBy:</b>	Armando Rodriguez



#### SECTION 1 Quote Scope

This Quote is not a binding offer and is subject to change without notice until such time as a purchase has been completed. A purchase shall be deemed to have been completed when the product, in the quantity agreed to, has shipped and either payment has been made (by cash, credit, or other mutually agreed method) to Microsoft or a purchase order has been accepted by Microsoft. Product prices and availability are subject to change at any time and without notice. If the Quote includes promotional pricing, the Quote expires when the promotion ends. Microsoft may place a limit, at any time and for any reason, on quantities that may be purchased per order, per account, per credit card, per person, per business entity, or per household. Microsoft may also refuse, reject, or cancel any order at any time and for any reason. Microsoft also reserves the right, in its sole discretion, to restrict or prohibit sales to dealers or resellers. This Quote does not apply to and cannot be combined with any other offers or promotions. This Quote does not include shipping charges. Any shipping charges will be calculated and applied at the time of purchase.

**Thank you for shopping at Microsoft!**

## SECTION 2 Microsoft Stores Direct Business Sales Terms

By submitting a purchase order to Microsoft, or by making payment to Microsoft for the Device(s), ("Customer" or "you") agree(s) that the following device purchase terms shall apply to the product, device or hardware (the "Device(s)") purchase identified herein ("Agreement"). This Agreement is separate and independent from any other agreement between Microsoft and Customer that involves or may involve the purchase of any software or other products from Microsoft, including but not limited to any volume licensing or other agreement. To the extent such other agreement may apply to Devices or other products covered by this Agreement, and unless otherwise mutually agreed to in writing, its terms supersede any inconsistent or conflicting terms in this Agreement or any resulting agreement between the parties. The Customer's purchase order terms and conditions will not apply to this purchase.

If you are purchasing a Surface Hub or a HoloLens 2 device from the Microsoft Store, please see applicable terms below in Sections 14 and 15, respectively.

If Customer is a federal, state or local government entity (including education), Customer and Microsoft may have entered into separate and independent terms and conditions via requests for proposal, purchasing programs, procurement cooperatives, or otherwise (e.g. NASPO, Texas DIR, CPV). To the extent such other agreement may apply to the Devices or other products covered by, and purchased under, this Agreement, such terms supersede any inconsistent or conflicting terms in this Agreement or any other resulting agreement between the parties.

1. Acceptance. Each Customer purchase order is subject to Microsoft's acceptance and the availability of Devices. Microsoft may decline or cancel any order, or reduce the amount of Devices due to availability, at any time prior to shipping to the Customer. Customer may not cancel any order once Microsoft has notified Customer of Microsoft's acceptance of the purchase order. Microsoft may, in its sole discretion, impose a minimum order requirement to which Customer must agree prior to Microsoft accepting its purchase order.

2. Affiliates and Resale. Customer may make Devices purchased under this Agreement available for use by their Affiliates within a country in which Microsoft makes the same Devices available. Absent Microsoft's written consent, Customer may not, in any circumstance, make Devices purchased under this Agreement available for use by any unrelated third party. Absent Microsoft's written consent, Customer may not, in any circumstance, resell, lease or transfer for any value any Device purchased under this Agreement.

3. Device Restrictions. Customer shall not change, adapt, translate, decompile or reverse engineer any Device, in whole or in part, except and only to the extent expressly permitted by applicable law. Absent Microsoft's written consent, Customer may not, in any circumstance, resell, lease or transfer for any value any Device purchased under this Agreement. Customer shall not use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with any Device or re-package or otherwise combine any Device with any unauthorized or unlicensed third-party product. Customer shall also not cause any Device, in whole or in part, to be governed by an excluded license.

An "excluded license" is any license that requires, as a condition of use, modification or distribution of the Device, that the Device be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

## SECTION 3 Delivery

Unless otherwise agreed in writing by the parties, Microsoft will deliver Devices purchased under this Agreement to the location Customer designates on any applicable order form (DDP, Incoterms 2010, or any updates thereto). Unless otherwise agreed, Microsoft will use ground shipping to ship Devices to Customer.

## SECTION 4 Preorders

If a Purchase Order includes any Device(s) that will be released at a future date (a "Preorder"), a Microsoft representative will notify Customer's designated contact person when the Device(s) covered by the Preorder are scheduled to ship. Unless Customer notifies Microsoft within 10 days of receipt of this notification with a request to cancel its Preorder (the "Cancellation Notice"), Microsoft will fulfill the Preorder and invoice Customer upon Device shipment. Microsoft may fulfill the Preorder in whole or in part, and Customer agrees to accept Devices covered by its Preorder in one or multiple shipments, provided that Microsoft will only invoice Customer for units actually shipped.

## SECTION 5 Limitation of Liability

The total liability of each party for all claims related to each purchased Device and this Agreement is limited to direct damages up to the amount Customer paid for the purchased Device(s) or the total amount paid under this Agreement, whichever is less. Customer may not recover any other damages, including consequential, incidental, indirect, special, reliance or punitive damages, or lost profits. These limitations apply to all damages related in any way to this Agreement, including anything related to any applicable manufacturer's warranty and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, reliance or other torts to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. Some States do not allow limitations on liability as stated above, so some or all of this limitation may not apply to Customer.

## SECTION 6 Software Licenses

Software included with, or preloaded on, the Devices ("Included Software") purchased under this Agreement may be subject to separate license terms included with that software ("EULA"). Customer accepts the EULA (1) by signing and/or clicking "Submit" on any Microsoft order form page (if the EULA is attached or available online), (2) by breaking the seal on packaging of a Device that refers to the EULA, (3) by using the Device or (4) by installing, copying or otherwise using the Included Software. If more than one software product is included in the Included Software, e.g., operating system software and a productivity software suite, then each product may have its own EULA. Customer is not authorized to install or use the Included Software unless Customer first agrees to the Included Software's EULA or has a separate license agreement with Microsoft governing use of such Included Software. If Customer does not want to agree to a EULA, Customer may return the Device unused to Microsoft for a full refund. Each EULA is not part of this Agreement, but to the extent of any conflict with this Agreement, the EULA will control solely for the Included Software to which it applies.

## SECTION 7 Services

Microsoft may be asked to provide training, support or depot (customized device), or other services incidental to the Devices purchased under this Agreement (the "Services"). Unless otherwise stated in this Agreement, the following terms shall apply to the delivery of all such Services:

7.1 Insurance. Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this agreement via commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

7.2 Use of technical information from Services. Microsoft may use any technical information Microsoft derives from providing Services for problem resolution, troubleshooting, product functionality enhancements, fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.

7.3 Microsoft as independent contractor. Microsoft provides Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation and other withholding taxes for all of Microsoft's employees. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

7.4 In addition to the above, you acknowledge and agree that the Microsoft Customer Support Service Agreement, available at <https://support.microsoft.com/en-us/topic/microsoft-customer-support-service-agreement-3b3b6a44-f4ca-7a22-f77b-0b28f99a507a> also applies to any Services you receive from Microsoft, as applicable. You agree to comply with the Microsoft Customer Support Agreement and acknowledge that it may be updated from time to time by Microsoft.

## SECTION 8 Warranties

The sole warranty Microsoft provides for Devices is the manufacturer's warranty (if any) provided with the Device(s). Microsoft warrants that Services it provides will be performed in a professional and workmanlike manner, consistent with industry standards. If Microsoft fails to meet the warranty and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Services or return the price paid for them. To the fullest extent permitted by applicable law, MICROSOFT PROVIDES NO OTHER WARRANTIES OR CONDITIONS AND DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the fullest extent permitted by applicable law, Microsoft makes no warranties whatsoever relating to any product or device that is not developed, produced or manufactured by Microsoft or that is distributed under a third-party name, copyright, trademark or trade name, even if such product or device is incorporated within the retail packaging or digital images of a Device. This disclaimer will apply except to the extent not permitted by applicable law.

## SECTION 9 Payment Terms for Microsoft's Invoice; Credit Review

Payments to Microsoft must be made in the currency and according to the terms stated on Microsoft's invoice. The terms of any extension of credit under this agreement may be withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 1% per month or the highest amount allowed by law, applied from the first day the amount is past due until paid in full. Microsoft has no obligation to continue to provide Services if Customer fails to make timely payment. All payment terms are net 30 days from date of invoice.

By accepting the terms of this Agreement, Customer also agrees that Microsoft may obtain a current credit report related to the business entity identified in the credit application and conduct a review of the credit report. Upon request, Microsoft will tell Customer the name and address of each credit reporting agency from which Microsoft obtained a current credit report. Microsoft may also request audited financial statements to verify financial condition. Microsoft may periodically review the credit performance of the Customer. Deterioration in payment history, financial strength, new reports of judgments/liens or bankruptcy could result in adjustments to the credit terms granted to the Customer.

## SECTION 10 Returns

Unless as otherwise stated below, Microsoft will accept returns for Devices that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. All returns and exchanges must be accompanied by the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging. Refunds will equal the amount paid less the original shipping and handling charges, if any. The following items may not be returned: (i) items that have been personalized or customized; (ii) special order items; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) items that are not in resalable condition.

Services that have already been performed, or which are in the process of being performed, may not be returned or refunded.

For software and games, you may only return or exchange opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit.

ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable." For promotional items and bundles, and unless otherwise stated in writing, all included products and/or Services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.

A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products.

Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

Notwithstanding the foregoing, nothing in this section will be construed as a waiver of your statutory rights under the law regarding returns, exchanges or withdrawal rights.

## SECTION 11 Compliance with laws, privacy and security

Microsoft and Customer will each comply with all applicable laws and regulations (including applicable security breach notification laws). However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal data by Microsoft and its agents to facilitate the subject matter of this Agreement.

Customer may choose to provide the personal data of third parties to Microsoft (including Customer's contacts, resellers, distributors, administrators, and employees) as part of this Agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal data to Microsoft.

Please see the Microsoft Privacy Statement for more information on how Microsoft processes personal data.

## SECTION 12 Defense of third-party claims

Microsoft will defend Customer against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. Microsoft will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Microsoft software; (3) modifications to a Device made by Customer or any specifications or material Customer provides; (4) Customer's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) Customer's use of a Microsoft trademark without express, written consent, or Customer's use of a Device after being notified to stop due to a third-party claim; (6) Customer's use or distribution of a Device in violation of this agreement, or (7) Devices provided free of charge.

If Microsoft reasonably believes that a third party claim under this section may bar Customer's use of the Device, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Device and refund any amounts

Customer has paid.

Customer must (1) notify Microsoft of any claim subject to this section, (2) give Microsoft sole control over the defense or settlement, and (3) provide reasonable assistance in the defense of the claim. Out-of-pocket expenses incurred in providing reasonable assistance will be reimbursed. Microsoft must approve any settlement. The remedies provided in this section are the exclusive remedies for the claims described in this section.

#### SECTION 13 Additional Terms

(a) Non-Microsoft software and technology. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Devices or otherwise in connection with this agreement. Customer will direct and control the installation and use of such software or technology through its actions (including the use of APIs and other technical means). Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Microsoft will not run or make any copies of such software or technology outside of its relationship with Customer. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

(b) Confidentiality. Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any (i) nonpublic information that Customer or Microsoft or an Affiliate designates as being confidential; or (ii) nonpublic information which, given the nature of the disclosure or the circumstances surrounding disclosure, the receiving party should treat as confidential (parts (i) and (ii) being "Confidential Information"). However, there is no time limit on disclosure of Confidential Information that contains personal information. The receiving party will not be liable for the disclosure of information which: (A) it already knew without an obligation to maintain the information as confidential; (B) it received from a third party without breach of an obligation of confidentiality owed to the other party; (C) it independently developed; or (D) becomes known through no wrongful act of the receiving party. Either party may disclose Confidential Information as required by a judicial or other governmental order or request, provided that the receiving party immediately notifies the other party in writing upon its receipt of such order or request and provides reasonable assistance if the disclosing party seeks a protective order or its equivalent to limit disclosure of any such Confidential Information.

(c) Publicity. Except as otherwise required by applicable law or as otherwise expressly provided under this Agreement, neither party will issue any press release, publicity, or other disclosure in any form that relates to its relationship with the other party or the terms or existence of this Agreement without the other party's prior written approval.

(d) Applicable law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement.

(e) U.S. export. Devices are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Customer must notify Microsoft at [cmec@microsoft.com](mailto:cmec@microsoft.com) as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to or by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.

#### (f) Taxes.

(i) If any amounts are to be paid to Microsoft, the amounts owed by Microsoft are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order submitted under this agreement and which are permitted to be collected from Customer by Microsoft under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on transactions between Customer and its Affiliates. Microsoft shall be responsible for all taxes based upon its net income or its property ownership.

(ii) For qualified Customers, prices may exclude any sales or use taxes, duties, and other governmental charges (including any value added taxes). Customer will provide Microsoft a valid exemption certificate, and then Microsoft will not collect the taxes covered by such certificate.

(iii) If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents reasonably requested.

(iv) Customer agrees to receive Tax/VAT invoices electronically.

(g) Use of contractors. Microsoft may use contractors to perform Services, but will be responsible for their performance, subject to the terms of this agreement.

(h) Force Majeure. With the exception of Customer's payment obligations under Section 8(a), neither party will be liable for any failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance as soon as reasonably possible when the force majeure event concludes.

(i) Assignment. Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder by contract, merger, operation of law or otherwise, without Microsoft's prior written consent. Any attempted assignment in violation of this Section 13(i) will be null and void. Microsoft may immediately terminate this Agreement in the event of an attempted assignment. Microsoft may assign this Agreement to any of its Affiliates without Customer's consent. Subject to the foregoing provisions of this Section 13(i), this Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

(j) No third-party beneficiaries. This agreement does not create any third-party beneficiary rights.

(k) No Partnership or Agency. The parties are independent contractors. This Agreement does not create or constitute a partnership, joint venture, franchise, agency, or contract of employment between Microsoft and Customer.

(l) Notices. All notices and requests under this Agreement will be in writing and delivered via facsimile (receipt confirmed), certified mail or registered post (return receipt requested), or via overnight courier (e.g. FedEx or DHL). Notice will be sent to the addresses by each party's details or to such other addresses as either party may indicate in accordance with this section. Notices will be deemed effective as follows: (i) one (1) business day after the date given if transmitted by Facsimile or email; (ii) three (3) business days after the date of deposit in the mail for certified mail; or (iii) one (1) business day after the date of delivery to an overnight carrier. For purposes of this Agreement, notices must be sent in writing to Microsoft at Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052 USA.

- (m) Survival. Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, warranties, limitations of liability, confidentiality, defense of claims by either party, compliance verification, obligations on termination, and the provisions in the section titled "Miscellaneous," will survive termination of the agreement.
- (n) Severability. If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in effect and the agreement will be deemed amended to give maximum effect to the eliminated provision.
- (o) Waiver. Failure to exercise any right or remedy will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.
- (p) Invoicing. Customer agrees to accept email invoices in markets where electronic invoicing is not yet available from Microsoft Store.
- (q) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Except as specifically permitted in this Agreement, no amendment or modification of any provision of this Agreement will be effective unless it is in a writing that specifically references this Agreement and is duly signed by authorized representatives of both parties.

SECTION 14 HoloLens Terms of Use and Sale

HoloLens Terms of Use and Sale. The following additional terms (Section 14) apply if you are purchasing a HoloLens device.

- (a) HoloLens 2 Commercial Terms (for Commercial and Developer versions, including Industrial Editions).
1. Applicable Terms.
- i. Microsoft HoloLens 2 is intended for sale to commercial businesses and education entities, and, in the case of the developer edition, to developers. It is not intended for sale to consumers or individuals. By purchasing, you hereby agree not to resell the product. Unless otherwise agreed to in writing, ALL SALES OF HOLOLENS 2 COMMERCIAL AND DEVELOPER DEVICE (INCLUDING INDUSTRIAL EDITIONS) ARE FINAL AND NON-REFUNDABLE, AND HAVE A MANUFACTURER'S LIMITED WARRANTY.
- ii. This product is not intended for use by children under the age of 13.
- iii. In addition to the terms and conditions set forth in this Agreement, the Microsoft HoloLens 2 Commercial Terms of Use and Sale (the "HoloLens 2 Commercial Store Terms") apply to you if you submit a purchase order for a HoloLens 2. Please visit: <https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RE1YIXI> to review the HoloLens 2 Commercial Store Terms.
- iv. By purchasing you also agree to the software license here: [https://www.microsoft.com/en-us/Useterms/OEM/Windows/10Mobile/UseTerms\\_OEM\\_Windows\\_10Mobile\\_English.htm](https://www.microsoft.com/en-us/Useterms/OEM/Windows/10Mobile/UseTerms_OEM_Windows_10Mobile_English.htm).
2. Order of Precedence. In the event of a conflict between the HoloLens 2 Commercial Store Terms and this Agreement the Microsoft Stores Direct Business Sales Terms, and except as set forth in Section 14(b) below, the HoloLens 2 Commercial Store Terms prevail.
- (b) Notwithstanding the terms set forth in Sections 14(a) above or in the HoloLens 2 Commercial Store Terms, you agree that, as it pertains to any HoloLens device sold under this Agreement: (i) the HoloLens device is being sold to you by Microsoft Corporation, a U.S. entity; (ii) the applicable limited device warranties set forth in the appendices to the HoloLens 2 Commercial Store Terms (if any) are valid only in the United States and Canada, and to the extent your purchase is for the HoloLens 2 Industrial Edition device, the applicable Warranty Period is extended from one to two years; and (iii) the sale is governed by the law, and is subject to the exclusive jurisdiction, as set forth in Section 13(d) (Applicable Law) above.

SECTION 15 Surface Hub Terms of Sale.

The following additional terms (Section 15) apply if you are purchasing a Surface Hub device.

The Surface Hub is intended for sale to business and education entities. It is not intended for sale to consumers. By purchasing a Surface Hub, you hereby agree not to resell the product. Unless otherwise agreed to in writing, and subject to the standard manufacturer's warranty, ALL SALES OF A SURFACE HUB DEVICE, INCLUDING ADDITIONAL ACCESSORIES AND SERVICES ARE FINAL AND NON-REFUNDABLE.

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[Customer] [MICROSOFT CORPORATION]

By: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN POLICY

**TITLE: APPROVAL OF RESOLUTION NO. 29-21/22 DESIGNATING SPECIFIC MATERIALS, PRODUCTS, THINGS, OR SERVICES FOR CONSTRUCTION PROJECTS AND SIMI VALLEY HIGH SCHOOL MPR ROOF MATERIALS PROCUREMENT**

Business & Facilities  
Action #5

September 21, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District is authorized by law to designate materials/equipment for District public works as District Standard Materials which are not subject to substitution or alternative. After review and evaluation of available roof materials, District facilities staff have concluded that installing Sika Sarnafil roof materials on District facilities is in the best interests of the District. Factors evaluated included costs, durability, warranty/warranty support and ease of installation/maintenance. Designated Sika Sarnafil roof materials as a District Standard Material promotes consistency of District facilities roofs and efficiency in maintenance.

The long lead-time to procure Sika Sarnafil roof materials for the Simi HS MPR Project will likely delay completion of the Simi HS MPR Project if the roof materials are procured by the Simi HS MPR contractor. Sika Sarnafil roof materials are available only from the manufacturer at the manufacturer's established pricing. With fixed pricing, there is no advantage to a competitive procurement of the Sika Sarnafil roof materials and the District's procurement of the Sika Sarnafil roof materials for installation by the Simi HS MPR contractor will avoid the risk of delayed completion of the Simi HS MPR. Pursuant to Education Code §17604, the contract with the manufacturer of the Sika Sarnafil roof materials will be submitted to the Board of Education at a subsequent meeting for ratification.

**Fiscal Analysis**

No fiscal impact

**Recommendation**

It is recommended the Board of Education approve Resolution No. 29-21/22, Designating Specific Materials, Products, Things, or Services for Construction Projects and Simi Valley High School MPR Roof Materials Procurement.

On motion# 57 of Trustee Smollen, seconded by Trustee Blough and carried by a vote of 5/0, the Board of Education approved, by a Roll-Call Vote, Resolution no. 29-21/22 designating specific materials, products, things, or services for construction projects and Simi Valley High School MPR roof materials procurement.

Ayes: LaBelle  
Smollen Noes: 0 Absent: 0 Abstain: 0  
bagdaryan  
Blough + Jubran

**SIMI VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 29-21/22  
RESOLUTION OF THE GOVERNING BOARD OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT  
DESIGNATING SPECIFIC MATERIALS, PRODUCTS, THINGS, OR SERVICES  
FOR CONSTRUCTION PROJECTS; SIMI VALLEY HIGH SCHOOL MPR  
ROOF MATERIALS PROCUREMENT**

WHEREAS, the **Simi Valley Unified School District** ("District") will be awarding a contract, or contracts, for construction and/or modernization of improvements at the District's school sites pursuant to applicable law (collectively "Project").

WHEREAS, pursuant California Public Contract Code section 3400 ("PCC section 3400") and other applicable law, the District wishes to, in specific instances, designate specific materials, products, things, or service in its bids or requests for proposals.

WHEREAS, Public Contract Code §3400(b)(2) provides that bid specifications of the District shall not call for a designated material, product, thing, or service by specific brand or trade name unless the bid specification lists at least two brands or trade names of comparable quality or utility, except in those instances where the material, product, thing or service is designated to match others in use on a particular public improvement either completed or in the course of completion by the District.

WHEREAS, Sika Sarnafil Roofing Material ("Sika Sarnafil") is already in use at all District facilities, previously installed as part of a modernization upgrade program, and the District desires to continue using the Sika Sarnafil at the District's remaining facilities to match, and for consistency, efficiency and ease of maintenance, ordering materials, and interchangeability of materials.

WHEREAS, District facilities staff have reviewed and evaluated available roof materials for the Project and have concluded that the best interests of the District are served by establishing Sika Sarnafil as the District standard Roofing Material for the Project; factors considered included costs, durability, warranty/warranty support and ease of installation/maintenance.

WHEREAS, the District desires to install Sika Sarnafil Roofing Material for a Project at Simi Valley High School known as the Multi-Purpose Room Renovation ("Simi HS MPR") in order to match existing roof materials in use at the District.

WHEREAS, there is an extremely long lead-time to procure roof materials.

WHEREAS, if roof materials for the Simi HS MPR are procured by the Project contractor Project after the District completes a bidding process to select the Project contractor, completion of Simi HS MPR construction may be delayed; potential Project construction delays can be mitigated by the District's purchase of Sika Sarnafil roof materials from the manufacturer for installation by the Project contractor.

WHEREAS, the value of Sika Sarnafil roof materials for the Simi HS MPR would generally require the District to procure the Sika Sarnafil roof materials by a competitive bidding process under Public Contract Code §20111.

WHEREAS, California courts recognize that a legal exception to the statutory bidding requirements exists when a public agency determines that competitive bidding would be futile, unavailing, undesirable, impractical, impossible, and would cause additional delay and additional cost (*Meakin v. Steveland* (1977) 68 Cal.App.3d 490; *Los Angeles Dredging v. Long Beach* (1930) 210 Cal. 348).

WHEREAS, the District's procurement of Sika Sarnafil roof materials from the manufacturer for the Simi HS MPR will avoid delays to construction of the Simi HS MPR Project; there is no advantage



to bidding procurement of the Sika Sarnafil roof materials as the roof materials are available only through the manufacturer at the manufacturer's fixed price.

NOW, THEREFORE, the Governing Board of the Simi Valley Unified School District hereby finds, determines, declares, orders, and resolves as follows:

- Section 1. The above recitals are true, correct and incorporated herein.
- Section 2. Sika Sarnafil roof materials are designated as the District standard roofing materials in order to match other products in use on District public improvements either completed or in the course of completion and for consistency, efficiency and ease of maintenance, ordering materials, and interchangeability of materials.
- Section 3. Bid specifications for construction, alteration or repair of District facilities shall incorporate Sika Sarnafil roof materials, to the extent applicable to the construction, alteration or repair of a District facility.
- Section 4. Unless there are demonstrable extenuating circumstances, neither the District, District staff, District agents nor District representatives may consent to, or purport to grant consent to, any contractor to the District for construction, alteration or repair of a District facility to provide or install an alternative to, or substitution of Sika Sarnafil roof materials.
- Section 5. It would cause an incongruity and not produce any advantage to the District to competitively bid procurement of the Sika Sarnafil roof materials; District staff is authorized to procure Sika Sarnafil roof materials necessary for the Simi HS MPR from the manufacturer pursuant to the Requisition attached hereto as Exhibit A, provided that District staff shall submit the Purchase Order or other contract with the Sika Sarnafil roof materials manufacturer for ratification by the Board of Education.
- Section 6. That the District's Superintendent, or designee, is authorized and directed to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of the foregoing Resolutions.
- Section 7. This Resolution shall be effective immediately upon its approval and adoption.

Approved and adopted by the Governing Board of the Simi Valley Unified School District this 21 day of September, 2021 by the following vote:

AYES: LaBelle  
Smollen NOES: 0 ABSENT: 0 ABSTAIN: 0

Bagdasaryan  
Blough & Jubran

Kareem Jubran  
President of the Board of Education

Dr. Jason Peplinski  
Superintendent  
Secretary to the Board of Education

**SIMI VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO.29-21/22  
RESOLUTION OF THE GOVERNING BOARD OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT  
DESIGNATING SPECIFIC MATERIALS, PRODUCTS, THINGS, OR SERVICES  
FOR CONSTRUCTION PROJECTS**

## EXHIBIT A

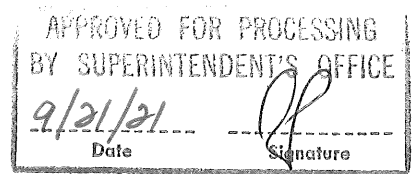
ReqPay99a

Requisition Snapshot

VENDOR - PO with Receiving				Fiscal Year 2021/22		
Requisition Number R22-01328				Requisition Date 09/10/2021		
<b>Summary</b>						
Created by	621RKINGPATE, 9/10/2021	PO #	Goods & Services			
Department	PURCH	Responsibility	Academic Dept			
Status	Open					
On Hold	No	Attachments	Yes			
Requisitioner	XBOND/HOFFMAN	Board Date	Non Taxable	.00		
Order Site	0567 - X Bond Management Office		Taxable	181,597.42		
Delivery Site	0134 - Warehouse		Tax (7.2500)	13,165.81		
Delivery Date		Room	Shipping (0.00)	4,925.00		
Project			Adjustment	.00		
Info	SVHS MPR BLDG ROOF REPLACE ROOFING MATERIALS		Requisition Total	199,688.23		
<b>Requisition Vendor Information</b>						
033090/1	SIKA CORPORATION 100 DAN ROAD , CANTON, MA 02021					
<b>Purchasing</b>						
PO Date	PO Printed Date		Buyer -			
Quote	Quote Date					
<b>Line Items</b>						
				Change Level 0		
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
1 G410 60 MIL 10'X100' ROLLS		ROLLS	24		940.0000	22,560.00 TX
2 Sarnacol 2121 Memb. Adhesive		PAILS	48		144.1800	6,920.64 TX
3 Sarnacol 2163 Board Adhesive		CTNS	11		260.0000	2,860.00 TX
4 AD Board Adhesive 5-Gal Part A		CTNS	22		352.5000	7,755.00 TX
5 AD Board Adhesive 5-Gal Part B		CTNS	22		352.5000	7,755.00 TX
6 1/4" DensDeck Prime (4'x8', 42 pcs/unit)		UNITS	16		732.4800	11,719.68 TX
7 Sarnatherm ISO -2.6"x4'x4' - 282.24 SQ.		EACH	1		29,352.9600	29,352.96 TX
8 Sarnatherm Tapered ISO Pckg 1 Package		PACKAGE	1		58,920.0000	58,920.00 TX
9 5/8" DensDeck Prime (4'x8'-30 pcs/unit)		UNIT	1		609.6000	609.60 TX
10 G459 60 mil Membran 6.56'x65.6' roll		ROLLS	11		647.7700	7,125.47 TX
11 G410 8" Strip		ROLLS	8		95.8100	574.86 TX
12 Detail Membrane 24"x50'		ROLL	1		212.0000	212.00 TX
13 Sarnastop (attachment bar-250'/tube)		TUBES	8		270.7900	1,624.74 TX
14 Sarnaclad (4'x10'/sheet)		SHEETS	24		217.8000	5,227.20 TX
15 Stabond U148-A Adhesive		PAIL	14		256.0000	3,584.00 TX
16 Stabond C148-B Adhesive		EACH	4		360.9300	1,443.72 TX
17 Sarnafastener #12 x 1-5/8"		BOXES	3		81.9000	275.70 TX
18 Sarnafastener #12 x 3"		BOXES	2		150.0700	300.14 TX
19 Sarnafastener #12 x 4"		BOXES	8		198.3100	1,586.48 TX
20 Sarnafastener #15 XP x 2"		BOX	1		152.9700	152.97 TX
21 Sarnafastener CD-10 x 2"		BOX	1		289.8600	289.86 TX
22 Sarnaplate 3"square		BOXES	10		227.2300	2,272.30 TX
23 Sarna Disc XPN (500/box)		BOX	1		231.6900	231.69 TX
24 Sarnacomer Inside (10/box)		BOXES	2		86.5400	173.08 TX
25 Sarnacomer Outside (20/box)		BOXES	6		173.0900	1,038.54 TX
26 Sarnastack Split Boot-A (8/box)		BOXES	8		287.6500	1,725.90 TX
27 ALUMINUM TAPE		ROLLS	2		26.4100	52.82 TX
28 Sikaflexomer-65		CTN	1		245.5200	245.52 TX
29 Sikaflex 1a (25 tubes/ctn)		CARTON	1		199.8800	199.88 TX
30 SEAM CLEANER - ACETONE BASE		GALLONS	2		36.4600	72.92 TX
31 Sikaplan Walkway-20 (39"x32.8'/roll)		ROLLS	15		315.6500	4,734.75 TX

ESCAPE ONLINE

Page 1 of 1



**TITLE: APPROVAL OF CHANGE ORDER NO. 3 ROYAL HIGH SCHOOL  
MPR RENOVATION, BID NO. 20B27BX332**

Business & Facilities  
Consent #8

September 21, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On April 21, 2020, the Board of Education authorized the award of Bid No. 20B27BX332 to The Nazerian Group in the amount of \$9,594,123.00 for renovations to the Royal High School MPR. During the course of construction, various changes became necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 3.

**Fiscal Analysis**

Change Order No. 3 represents an increase to the original contract by \$140,794.00 or 5.18%. The revised contract amount including Change Order No. 3 will be \$10,091,306.17. The contract time will be extended to final completion date of May 22, 2022.

Measure X will fund change Order No. 3.

**Recommendation:**

It is recommended that the Board of Education approve Change Order No. 3 as presented.

On a motion # 49 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No. 3 for the Royal High School Building MPR Renovations Project, Bid No. 20B27BX332.

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





# SIMI VALLEY UNIFIED SCHOOL DISTRICT

## CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**

Project Name: **Royal HS MPR Renovations**

To: Name & Title: **Steve Tanijian (PM)**

From: Contractor: **The Nazerian Group**

Date: **September 14, 2021**

COP Number: **37R1**

Project Number: **X000-64-17**

Bid Number: **20B27BX332**

### Description of Work:

Extension through May 2nd, 2022 for substantial completion.

### A. Subcontractor Cost of the Work:

The Nazerian Group	\$140,794.00	
	\$ -	Subtotal A: \$ 140,794.00

### A1. GC Markup of Subcontractor Cost: (6%)

### B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	\$ -	
Materials and Equipment (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
		Subtotal B: \$ -
		Subtotal C: \$ -

### C. Contractor Fee: (As per General Conditions)

### D. Total of Subcontractor and GC Cost

Total = (A + A1 + B + C)      Total: \$ 140,794.00

### E. GC Bond Rate (1.5%)

### F. GC Insurance Rate (2%)

G. Total COP Cost      \$ 140,794.00

☒ The proposal would      ☐ Increase      ☐ Decrease      the Contract Time by      **94**      calendar days.

☐ The proposal does NOT affect the Contract Time.

	Steve Tanijian, Project Manager	September 14th, 2021
Contractor's Signature:	Printed Name & Title	Date

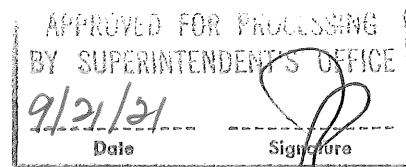
Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

## Cost Breakdown



The Nazerian Group | 17514 Ventura Blvd. #204, Encino, CA 91316 | Ph: 818-990-5115 | Fx: 818-966-1448 | Em: greg@nazerian.net  
Lic No.: 787198 - A, B, C10, C15, C20, C36 | DIR No.: 1000000509

Qty.	Unit	Description	Cost	Total
68.0	day	Staff - Project Manager (\$125 x 4hr)	\$600.00	\$40,800.00
68.0	day	Staff - Superintendent (\$95 x 8hr)	\$760.00	\$51,680.00
68.0	day	Staff - Project Admin / Engineer (\$65 x 8hr)	\$520.00	\$35,360.00
68.0	day	Construction Trailer(s)	\$110.00	\$7,480.00
68.0	day	Temp. Toilets	\$35.00	\$2,380.00
68.0	day	Telephone and Internet	\$25.00	\$1,700.00
			<b>Subtotal</b>	<b>\$139,400.00</b>
Project Name: <b>Royal HS Multi-Purpose Building - 68 working days (94CD)</b>			O/H & P + GC Rate	1%
Project No.: <b>N/A</b>			O/H & P + GC	\$1,394.00
To: <b>David Pegg, Simi Valley USD</b>			<b>Total</b>	<b>\$140,794.00</b>
Date: <b>9/3/2021</b>			<b>Grand Total</b>	<b>\$140,794.00</b>



**TITLE: APPROVAL OF ANNUAL SUBSCRIPTION FOR THE ELECTRONIC BIDDING SERVICES FROM PLANET BID**

Business & Facilities  
Consent #9

September 21, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The bond management program would like to switch to an electronic construction bidding format. Planet Bid offers the services for electronic construction bidding. The services are on an annual basis. The fee for the first year will include training for Staff.

**Fiscal Analysis**

The annual subscription cost is \$12,375.00 for bidding services. The One-time setup and Online Training Fee is \$1,500.00. See Exhibit A

This purchase will be funded by Measure X.

Additional information is available at the Bond Management Office.

**Recommendation**

It is recommended that the Board of Education approve the Annual Subscription for Electronic Construction Bidding Services, including Training from Planet Bid.

On a motion # 49 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the Annual Subscription for Electronic Construction Bidding Services from Planet Bid through September, 2022.

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



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992-1771

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

September 13, 2021

**Re: Formal Quote**

Dear Lisa,

As requested, I am pleased to provide Simi Valley Unified School District a formal quote with discounted pricing for the following desired PB System™ modules. The PB System™ is user-friendly, comprehensive, and will immediately help save time, money, and lower risk to Simi Valley Unified School District.

PB System™ Modules	User Licenses	One-time Setup & Online Training Fee*	Cost**
Vendor Management and Bid Management	Up to 3	\$1,500 (*Discounted from \$4,500)	\$ 7,875/Year 1 (5% increase yearly)
Advanced eBidding for Public Works (add-on to Bid Management)	Up to 3	\$0.00 (*Discounted from \$1,500)	\$ 4,500/Year 1 (5% increase yearly)
Sub-Total		\$ 1,500	\$ 12,375/Year 1
TOTAL		\$ 13,875/Year 1	

**\*\* The discounted prices in this quote are only valid if the Calexico Unified School District does not require changes to the standard PlanetBids Support Services Agreement.** Agreement modifications or use of customer forms necessitates additional legal and administrative costs and tracking requirements, so such agreements are not eligible for discounts. An amended quotation will be provided upon receipt of any requested changes.

**\*As an additional incentive, we are pleased to offer a reduced setup and training fee for Vendor Management and Bid Management. And waiver of the Advanced eBidding setup and training fee.**

**\*\* Commitment requires signing of the PlanetBids Support Services Agreement. Most of our customers commit to a three to five-year contract that is paid annually.**

1) For a commitment to a five-year contract, PlanetBids will apply an annual renewal fee increase of 2.0%, instead of 5% per year.

2) For a commitment to three years plus two optional years Agreement, PlanetBids will apply an annual renewal fee increase of 2.5% for the initial three years and a 3% per year for the two optional years, instead of 5% per year.

3) For a commitment to a three-year contract, PlanetBids will apply an annual renewal fee increase of 3.0% per year, instead of 5% per year

**Offer expires on September 30, 2021**

**Continued Next Page**



**Setup and Training**

- Agency Portal
- Preliminary setup for user access, management, and functional access
- Online training, up to 2-hours for PB System™ - Vendor Management and Bid Management modules
- Online training, up to 30 minutes for PB System™ - Advanced eBidding for Public Works module

**Value-Added Benefits\*\***

- Unlimited number of solicitations/bids
- PB System™ agency users and vendor/contractors support for the duration of the contract
- Immediate and free access to all vendors/contractors
- Agencywide free access to Read-Only licensed users
- Software updates and enhancements

**Optional**

- "Read Only" user license: \$500/Year1/User (Provides access to; view vendor information/data, bid activities and reporting features)
- Additional Online User Training: \$750, up to 2 hours session
- Quick Quote user license: \$575/Year/User  
(Pricing subject to change each year)

**Third-Party Commodity Codes**

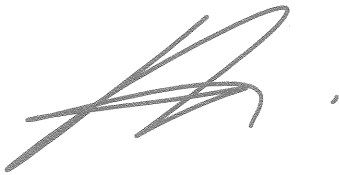
If Simi Valley Unified School District chooses to utilize the NIGP Codes, it is responsible for purchasing a license for the NIGP Codes directly from NIGP, unless a license has already been purchased. Not applicable for free codes such as NAICS, SIC, or homegrown.

**Process/Next Step**

Upon approval by Simi Valley Unified School District to proceed, PlanetBids will forward a Support Services Agreement (SSA) for review and signing by the customer, followed by a project schedule.

We look forward to a productive and mutually beneficial partnership with Simi Valley Unified School District for many years to come.

Sincerely,



Alan Zavian  
Chief Executive Officer

**TITLE: RATIFICATION OF CHANGE ORDERS ISSUED UNDER BLANKET AUTHORIZATION FOR SUMMER CONSTRUCTION WORK**

Business & Facilities  
Consent #10

September 21, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On April 20, 2021 the Board of Education authorized the issuance of Change Orders which do not exceed the statutory limits set forth in Public Contract Code 20118.4 to the District's summer construction contracts under blanket authorization, for the period of June 9, 2021 to August 16, 2021. A total of five (5) Change Orders were issued under this authorization.

**Fiscal Analysis**

A total of five (5) Change Orders were issued under the April 20, 2021 authorization for summer school construction project change orders:

Four (4) Change Orders were issued for projects funded by Measure X  
One (1) Change Order was issued for projects funded with Developer Fees.

Attached is Exhibit "A", which describes the various changes, their related costs, their funding sources, and the reason for the change orders.

Additional information is available at the Bond Management Office.

**Recommendation**

It is recommended that the Board of Education authorize the Ratification of the five (5) Summer 2021 Projects Contract Change Orders presented on attached Exhibit A.

On a motion # 49 by Trustee Blough, seconded by Trustee Smollen and Carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Change Orders issued under the Blanket Authorization for Summer Construction Project Change Orders.

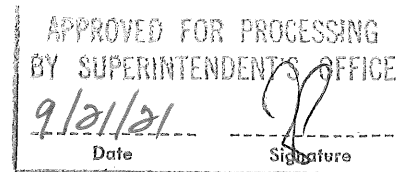
Ayes: LaBelle  
Smollen  
Bagdasarian  
Blough  
Gubran Noes: 0 Absent: 0 Abstained: 0

# EXHIBIT "A"

**EXHIBIT A**  
**SUMMER 2021 PROJECTS CONTRACT CHANGE ORDERS UNDER BLANKET AUTHORIZATION**  
For the Period of June 9, 2021 - August 16, 2021

Project Title	Bid #	Contractor	Funding Source	BOE Award Date	Original Contract Amount	Change Order No.	Cumulative CO (Excludes this CO)	Amount of this CO	Revised Contract Amount	%Total Cumulative Co's (Including this CO)	Comments
Hillside M. S. Classroom Renovations, Phase II	21C2BX353	Pre Con Industries, Inc	Measure X	March 16, 2021	\$433,334.00	1	\$0.00	\$41,400.75	\$474,734.75	9.55%	Return Balance of Unsuded Allowance, included
Hollow Hills North Parking Lot	21A19DF352	Lee Construction	Developer Fees	February 16, 2021	\$1,186,000.00	1	\$0.00	(\$45,477.93)	\$1,140,522.07	-3.83%	Return Balance of Unsuded Allowance, included
Park View Security Fencing & Landscape Improvements	21L1BX349	Chalmers Construction Services, Inc	Measure X	December 15, 2020	\$496,000.00	1	\$0.00	\$10,904.17	\$506,904.17	2.20%	Return Balance of Unsuded Allowance, included
Park View Security Fencing & Landscape Improvements	21L1BX349	Chalmers Construction Services, Inc	Measure X	December 15, 2020	\$496,000.00	2	\$10,904.17	\$16,157.36	\$523,061.53	5.46%	
Asphalt Slurry 2020	20D24BXM339	Mission Paving and Sealing, Inc	Measure X	May 19, 2020	\$78,780.00	1	\$0.00	\$2,328.00	\$81,108.00	2.96%	Return Balance of Unsuded Allowance, included

8/30/2021



**TITLE:        RATIFICATION OF AGREEMENT NO. R22-01264 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS, FOR THE PARTIAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MPR RENOVATION PROJECT AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #11

September 21, 2021  
Page 1 of 1

Prepared by:   Ron Todo, Associate Superintendent  
                         Business & Facilities

**Background Information**

A4E is the Architect of Record for the MPR Renovation project at Simi Valley High School. The A4E contract A18.063 for Simi Valley HS MPR Renovation portion of the project, has been Terminated for Convenience, as mutually agreed upon by A4E and the District. Rachlin Partners will assume the role as Architect of Record and take over the project, from partial construction document phase through DSA Closeout.

On January 17, 2017, the Board of Education approved the list of selected firms for on-call architectural services for the Measure X Bond Program. The firm of Rachlin Partners is on the approved list and can provide these services.

**Fiscal Analysis**

Agreement R22-01264 (Exhibit "A") is for a total estimated fee of \$425,415.00 for architectural and engineering services.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

**Recommendation**

It is recommended that the Board of Education approve Agreement R22-01264 for architectural and engineering services for the MPR Renovation project at Simi Valley HS.

On a motion # 49 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-01264 between Simi Valley Unified School District and Rachlin Partners, for the partial architectural and engineering services for the MPR Renovation Project at Simi Valley High School.

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

## Exhibit A

PROJECT ASSIGNMENT AMENDMENT (PAA)  
AGREEMENT R22-01264**SIMI VALLEY HIGH SCHOOL MPR RENOVATION**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Rachlin Partners ("Architect") as of September 13, 2021.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A18.074 ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Architectural Services for the MPR Renovation project at Simi Valley High School.** The scope of work is as follow in Exhibit B.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is estimated at Ten Million Dollars (\$10,000,000.00).
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Assume role as Architect of Record
Phase 1: Not Applicable
Phase 2: Not Applicable
Phase 3: Not Applicable
Phase 4: Construction Documents (100% submittal) - Partial
Phase 5: DSA Approval – As Required During Construction
Phase 6: Award of Construction
Phase 7: Construction Administration
Phase 8: Closeout and DSA Final Certification

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. An Acoustic Consultant has not been included, and if needed, will be as additional services.

Design Disciplines; Design Consultants
Structural Engineering
Technology and Security Systems Pathways Engineering
Mechanical, Electrical, Plumbing & Fire Alarm / Sprinkler Systems Engineering
Theatre Consultant
Other:

5. **Assigned Project Schedule.** The Architect's Completion of Basic Services for the Assigned Project shall be in accordance with the following phases, as further described on the schedule provided by Architect:

Basic Services Phases	Date
Schematic Design	Not Applicable
Design Development	Not Applicable
Construction Documents (50% submittal)	Not Applicable
Construction Documents (100% submittal) Complete	Tuesday, February 15, 2022
DSA Approval	As Required in Construction
Bidding – 1 <sup>st</sup> Advertisement	No later than March 15, 2022
Bid Opening	May 3, 2022
Award of Construction – Board Approval	Tuesday, May 17, 2022
Construction Administration	Wednesday, May 25, 2022
Substantial Completion - Estimated	August 4, 2023
Closeout and DSA Final Certification	Tuesday, October 31, 2023

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be based on the state of California's sliding fee schedule, and will be reconciled to the construction contract bid award amount. The preliminary fee of **Four-Hundred Twenty-Five Thousand Four-Hundred Fifteen Dollars (\$425,415.00)** is based on a Construction Budget of \$10,000,000.00 as described on the attached Fee Proposal from Architect dated August 31, 2021 (Exhibit A – Fee Only). The Contract Price is allocated to the Basic Services Phases as follows:

Billing Phases: Compensation Schedule		Percentage of Fee	Fee Amount	Fee Per Phase
Schematic Design Phase	10%	\$ 98,750.00	0%	\$ -
Design Development Phase	15%	\$148,125.00	0%	\$ -
Construction Documents (50% Submittal)	21%	\$207,375.00	0%	\$ -
Construction Documents (100% Submittal)	21%	\$207,375.00	48%	\$ 99,540.00
DSA Stamped Approval	5%	\$ 49,375.00	100%	\$ 49,375.00
<b>Award of Construction</b>	3%	\$ 29,625.00	100%	\$ 29,625.00
25% - Observation of Const.	5%	\$ 49,375.00	100%	\$ 49,375.00
50% - Observation of Const.	5%	\$ 49,375.00	100%	\$ 49,375.00
75% - Observation of Const.	5%	\$ 49,375.00	100%	\$ 49,375.00
100% - Observation of Const.	5%	\$ 49,375.00	100%	\$ 49,375.00
Completion/Acceptance/Close-Out	5%	\$ 49,375.00	100%	\$ 49,375.00
	100%	\$987,500.00		
			<b>Total FEE</b>	<b>\$ 425,415.00</b>

7. **Theatre Consultant.** The Theatre Consultant's fixed-fee original fee Proposal was \$30,000. The percentage not yet completed will be added to the reconciled fee after the construction contract for the work has been awarded.
8. **Estimated Reimbursable Expenses.** In addition to the Contract Price, an amount of \$19,750 has been identified for "Reimbursable Expenses" in Exhibit A. Reimbursable Expenses shall be in accordance with Agreement A18.074 for Ongoing Architectural Services.
9. **Agreement Terms.** All terms of Agreement A18.074 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA. In the event of a conflict between the sliding fee identified in this Agreement, and the California State Sliding fee for design of public school facilities, the California State Sliding fee shall govern.

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

**District**  
**Simi Valley Unified School District**

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

**Architect**  
**Rachlin Partners**

By: \_\_\_\_\_  
Michael Rachlin, AIA, LEED AP  
Partner

**EXHIBIT A**  
**Fee Only**

**ARCHITECTURAL FEE PROPOSAL**

**OPSC Fee Calculator**

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

**Proposal No.**

**Project No.**

**P.O. No.**

School/Location Name: Simi Valley High School  
 Project Description: Project Take Over

<b>Fee Computation</b>	<b>Modernization</b>	<b>Contract Amount</b>	<b>Fee Amount</b>
	12.0% of First	\$ 500,000.00 =	\$ 60,000.00
	11.5% of Next	\$ 500,000.00 =	\$ 57,500.00
	11.0% of Next	\$ 1,000,000.00 =	\$ 110,000.00
	10.0% of Next	\$ 4,000,000.00 =	\$ 400,000.00
	9.0% of Next	\$ 4,000,000.00 =	\$ 360,000.00
	8.0% of Next	\$ - =	\$ -
<b>Subtotal</b>		<b>\$ 10,000,000.00</b>	<b>\$ 987,500.00</b>

<b>Estimated Construction Cost</b>	<b>\$ 10,000,000.00</b>	<b>Estimated Fee (E)</b>	<b>\$ 987,500.00</b>
<b>Award Construction Cost</b>		<b>Adjusted Fee (A) *</b>	

<b>Billing Phases: Compensation Schedule</b>	<b>Percentage of Fee</b>	<b>Fee Amount</b>	<b>Percent Complete</b>	<b>Fee Earned To Date</b>
A Schematic Design Phase	10% of E	\$ 98,750.00	0%	\$ -
B Design Development Phase	15% of E	\$ 148,125.00	0%	\$ -
C Construction Documents (50% Submittal)	21% of E	\$ 207,375.00	0%	\$ -
D Construction Documents (100% Submittal)	21% of E	\$ 207,375.00	48%	\$ 99,540.00
E DSA Stamped Approval	5% of E	\$ 49,375.00	100%	\$ 49,375.00
<b>F Award of Construction</b>	3% of A	\$ 29,625.00	100%	\$ 29,625.00
G 25% - Observation of Const.	5% of A	\$ 49,375.00	100%	\$ 49,375.00
H 50% - Observation of Const.	5% of A	\$ 49,375.00	100%	\$ 49,375.00
I 75% - Observation of Const.	5% of A	\$ 49,375.00	100%	\$ 49,375.00
J 100% - Observation of Const.	5% of A	\$ 49,375.00	100%	\$ 49,375.00
K Completion/Acceptance/Close-Out	5% of A	\$ 49,375.00	100%	\$ 49,375.00
<b>Total</b>	<b>100%</b>	<b>\$ 987,500.00</b>		
<b>Total Earned to Date</b>				<b>\$ 425,415.00</b>
<b>Fee Billed Previously (from last invoice)</b>				<b>\$ -</b>
<b>Current Amount Due</b>				<b>\$ 425,415.00</b>

\* Denotes Adjusted Compensation to be calculated based on approved Construction Award Amount & Change Orders.

<b>Reimbursable Expenses:</b>	<b>Percent</b>	<b>Amount</b>		
K Reimbursable Expenses are Estimated to be:	2.0% of E	\$ 19,750		\$ -



**COMPENSATION SUMMARY**  
**Simi Valley Unified School District**  
**Project Take Over**

	QC REVIEW THRU CLOSE-OUT	%
<b>BASE CONSULTANTS</b>		
<u>ARCHITECT</u>	<u>Fee</u>	
<b>ARCHITECTURAL SERVICES</b>		
Rachlin Partners	\$ 340,332.50	
Subtotals	\$ 340,332.50	80.00%
<u>STRUCTURAL ENGINEER</u>	<u>Fee</u>	
<b>STRUCTURAL ENGINEERING SERVICES</b>		
KPFF (1%)	\$ 42,541.00	
Subtotals	\$ 42,541.00	10.00%
<u>MECHANICAL / PLUMBING ENGINEER</u>	<u>Fee</u>	
<b>MECHANICAL / PLUMBING ENGINEERING SERVICES</b>		
	\$ -	
IMEG (.05%)	\$ 21,270.75	
Subtotals	\$ 21,270.75	5.00%
<u>ELECTRICAL ENGINEER</u>	<u>Fee</u>	
<b>ELECTRICAL ENGINEERING SERVICES</b>		
IMEG (.05%)	\$ 21,270.75	
Subtotals	\$ 21,270.75	5.00%
<b>TOTAL BASE CONSULTANTS</b>	<b>\$ 85,082.50</b>	<b>20.00%</b>
<b>TOTAL A/E FEE</b>	<b>\$ 425,415.00</b>	<b>100.00%</b>

**Exhibit B**  
**Scope of Work**

- Assume Architect of Record responsibility on Simi Valley USD, Simi Valley HS MPR Renovation project, DSA #03-118786
- Complete, sign and submit to DSA – DSA 108 Delegation of Responsibility Form
- Site visits, as required, to complete construction documents for bidding and construction
- Compile a complete bid and construction set of drawings and specifications, including but not limited to:
  - Provide a complete coordination review on the DSA approved drawing, by A4E
    - Incorporate all required details, revision to existing drawings, including but not limited to: details, etc..
    - DSA Approved Seismic package
  - Review and incorporate all previous submitted RFI's
  - Review and incorporate all previous addenda
- Review previously submitted submittals and shop drawings
  - Modify drawings and specifications, as required for updated materials and coordination
- Full Construction Administration per A18.074
- Full DSA Closeout
- All other provisions per the On-Going Architectural Services, Agreement A18.074