

TITLE: APPROVAL OF RESOLUTION NO. 09-21/22 ADOPTION OF PROCEDURES AND GUIDELINES FOR AWARD OF LEASE-LEASEBACK CONTRACTS (EDUCATION CODE §17406)

Business & Facilities
Action #2

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District is authorized by Education Code §17406 to award lease-leaseback contracts for construction of buildings and related facilities Projects for District use.

The award of a lease-leaseback contract for construction of a Project must be based on a competitive solicitation process to a proposer providing the best value to the District.

The District's Governing Board is required to adopt the procedures and guidelines for evaluating the qualifications of proposers to ensure that the District's best value selection for award of lease-leaseback contracts is conducted in a fair and impartial manner ("Best Value Procedures").

The Best Value Procedures allows the District staff to have the discretion to determine when the best interests of the District are served by construction of a Project by the lease-leaseback process.

Fiscal Analysis

No fiscal impact

Recommendation

It is recommended the Board of Education approve Resolution No. 09-21/22, adopting of procedures and guidelines for award of lease-leaseback contracts (education code §17406).

On motion# 33 of Trustee Blough, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education approved, by a Roll-Call Vote, Resolution No. 09-21/22 Adoption Of Procedures And Guidelines For Award Of Lease-Leaseback Contracts (education code §17406).

Ayes: LaBelle Noes: 0 Absent: 0 Abstain: 0
Smollew
Bagdalaryan
Blough
Jubran

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 09-21/22**

**ADOPTION OF PROCEDURES AND GUIDELINES FOR AWARD OF
LEASE-LEASEBACK CONTRACTS (EDUCATION CODE §17046)**

BE IT RESOLVED by the Board of Education of the Simi Valley Unified School District:

WHEREAS, the District is authorized by Education Code §17406 to award lease-leaseback contracts for construction of buildings and related facilities ("Project") for District use.

WHEREAS, award of a lease-leaseback contract for construction of a Project must be based on a competitive solicitation process to a proposer providing the best value to the District, taking in account the proposer's demonstrated competency and professional qualifications necessary for satisfactory performance of the services required.

WHEREAS, Education Code § 17406 requires the District's Governing Board to adopt procedures and guidelines for evaluating the qualifications of proposers to ensure that the District's best value selection for award of lease-leaseback contracts is conducted in a fair and impartial manner ("Best Value Procedures").

WHEREAS, Best Value Procedures established by Education Code §17406 are summarized and set forth in Exhibit A hereto.

NOW THEREFORE, the Governing Board of the Simi Valley Unified School District adopt the following Resolutions:

RESOLVED, the foregoing recitals are true, correct and incorporated herein.

FURTHER RESOLVED, the Best Value Procedures are adopted as the District's procedures and guidelines for award of lease-leaseback contracts based on best value; the adoption of these Resolutions shall be deemed publication of the Best Value Procedures pursuant to Education Code § 17406(a)(2)(A).


FURTHER RESOLVED, District staff shall have the discretion to determine when the best interests of the District are served by construction of a Project by the lease-leaseback process.

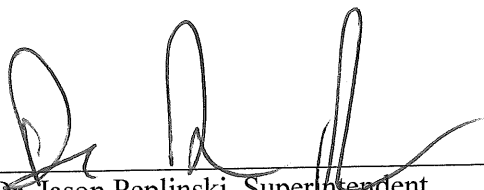
FURTHER RESOLVED, award of the lease-leaseback contract for every Project that will be constructed by the lease-leaseback process shall be based on the Best Value Procedures.

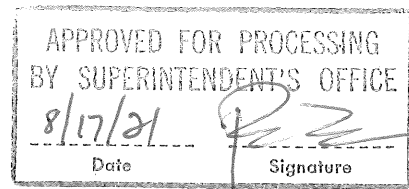
FURTHER RESOLVED, District staff shall be authorized to implement the Best Value Procedures for Projects constructed by the lease-leaseback process.

PASSED AND ADOPTED by the Board of Education of the Simi Valley Unified School District on August 17, 2021, by the following vote:

LaBelle
AYES: Smollen
Bagdasaryan
Blough
Jubran
NOES: ☒
ABSENT: ☒
ABSTAIN: ☒


Kareem Jubran
President of the Board of Education


Dr. Jason Peplinski, Superintendent
Secretary to the Board of Education



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

Business & Facilities
Consent #5

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

The application for serving on the committee is posted on the District's web site. District staff solicited applications through an E-mail transmitted to all the parents in the District on May 12, 2021. Staff has reviewed the applications, contacted and interviewed the applicants, and recommends the applicants presented below.

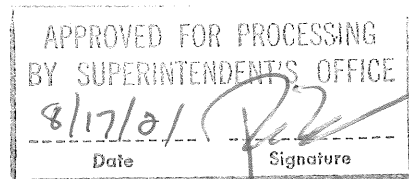
Recommendation

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

Rebecca Hopkins
Ray Mehta
Josh Mengers
Anabel Moctezuma-Palafix
Omar Noorzai
Jayesh Patel
Josh Platten
Katharine Smith
John Strickler

On motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a roll-call vote of 5/0, the Board of Education approved the appointment of new members to the Citizens' Bond Oversight Committee for the Measure X Bond.

Ayes: LaBelle
Smollon
Bagdasaryan
Blough + Jubran Noes: 0 Absent: 0 Abstain: 0



**TITLE: RATIFICATION OF PURCHASE OF FURNITURE FOR ATHERWOOD
ELEMENTARY SPECIAL EDUCATION CLASSROOM THROUGH
MEASURE X FUNDING**

Business & Facilities

August 17, 2021

Consent #21

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In preparation for the upcoming 2021-2022 school year, the Student Support Department opened a new special education classroom at Atherwood Elementary School. "Flexible seating" furniture consistent with the ongoing Classroom Renovation project was chosen.

As time was a factor, at the direction of the Associate Superintendent of Business & Facilities, purchase orders were initiated for the furniture.

The following is a list of expenditures with each furniture vendor, and the associated Piggyback Agreement, allowing for purchase without advertising for bids. Prices include sales tax and shipping.

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$7,031.02	US Communities R-TC-18004
Hon/Bluespace	\$2058.64	OMNIA #R191804
School Specialty	\$193.07	OMNIA #R191815
Lakeshore	\$2,974.02	PACE P00173
Total	\$12,256.75	

Fiscal Analysis

The expenditure for the furniture vendors detailed above will be funded with Measure X Bond funds.

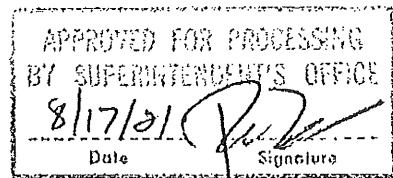
The Board of Education adopted Resolution No. 01-20/21, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2020-2021 Fiscal Year, at the June 23, 2020 Board Meeting.

Recommendation

It is recommended that the Board of Education ratify the purchase of furniture for Atherwood Elementary special education classroom.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, the purchase of furniture for Atherwood Elementary special education classroom.

Ayes: LaBelle
Smolton Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Brough
Subran



TITLE: RATIFICATION OF CORRECTION TO CHANGE ORDER NO. 1
PROCUREMENT OF COMPUTER NETWORK SERVERS,
SAN, AND SWITCHES, RFP NO. 21B19RFPBXM354

Business & Facilities
Consent #22

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 16, 2021, the Board of Education authorized the award of Request for Proposals (RFP) No. 21B19RFPBXM354 to Dasher Technologies in the amount of \$445,883.32 for the procurement of computer network servers, SAN, and switches.

On June 15, 2021, the Board of Education approved Change Order No. 1 for additional connectors and cables in the amount of \$4,788.56.

Staff mistakenly forgot to include sales tax in the amount of \$347.18 with the total change order amount. The corrected amount of Change Order No. 1 is \$5,135.74.

As time is of the essence, on June 21, 2021, the Associate Superintendent of Business & Facilities approved the additional expenditure for sales tax.

Fiscal Analysis

Change Order No. 1 represents an increase to the original contract by \$5,135.74 or 1.15%.

Measure X will fund Change Order No. 1.

Recommendation:

It is recommended that the Board of Education ratify the correction to Change Order No. 1 as presented.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, the Correction to Change Order No. 1 for the Procurement of Computer Network Servers, SAN, and Switches, RFP No. 21B19RFPBXM354.

Ayes: LaBelle
Smolen
Bagdasaryan
Malough
Tubran
Noes: 0 Absent: 0 Abstain: 0

Clocks, Bells, Notifications, Specifications

Simi Valley Unified School District

May 17, 2021

Technology**Classroom Clocks**

Approximately 900 classrooms and 29 sites including District Office and Transportation

Display	Multicolor digital LED message boards - Clock display separate or integrated but must always be visible.
Power	POE, IEEE 802.3af standard, which supplies up to 15.4 W
Network	Cat6e or Wi-Fi compatible with DHCP Support
Location	Front of room, top center above projection systems*(1). Flexibility dependent on fire alarms systems and ability to view from student 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.
Power	POE, IEEE 802.3af standard, which supplies up to 15.4 W
Network	DHCP Support
Option	We currently have Lightspeed Topcat speakers mounted in every classroom. They have a 3.5mm input. It might be feasible to use these instead of new classroom speakers.

Outdoor Horns

Features	Ability to adjust volume remotely, vandal proof
Power	POE, IEEE 802.3af standard, which supplies up to 15.4 W
Network	DHCP Support

Server

Platform	Cloud or Local IP Based - One physical / virtual location at district data center. No site based server equipment.
Operating System	Windows 10, Windows Server 2019, 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. Data Center for the district has a VMWare infrastructure.

Time	Automatically sync all clocks and bells to NTP server in 12H format.
Compatibility	Must be able to assign an extension number to allow 2 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. Connection must be digital based versus physical.
Security Protocol	TLS 1.2 or better

Management Software for Users

Features	Store and play prerecorded audio, program zone based bell schedules, push out messages and alerts, ring manual bell
Preprogrammed Alerts	Earthquakes, severe weather, active shooter, school lockdown, 911 calls, building evacuations
Licenses	Detailed licensing information for products.
Ease of Use	Must be able to train principals, assistant principals and office managers within 30 minutes
Interface	Web based
Security Protocol	TLS 1.2 or better

SIP Microphones

Functions	Two way paging and single button zone broadcast
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Panic Button

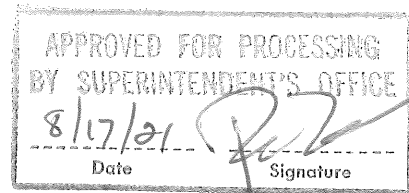
Functions	Single button opens two way communication with office
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Fire Alerts

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

Project Management

Project management provided by bond office.



**TITLE: RATIFICATION OF AGREEMENT NOS. R21-03385 AND R21-03584
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ASPEN
ENVIRONMENTAL GROUP FOR CEQA ENVIRONMENTAL
CONSULTING SERVICES**

Business & Facilities
Consent #23

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

California Environmental Quality Act (CEQA) requires state and local government agencies to inform the public about various types of projects. On January 17, 2017 the Board of Education approved a list of seven CEQA environmental consulting firms for provision of services for the Measure X bond program. The firm of Aspen Environmental Group is on the approved list and can provide the required services. This authorization is for CEQA services necessary for the proposed new classroom complex at Royal High School, and CEQA services necessary for proposed sports fields' upgrades projects at Royal High School and Simi Valley High School.

Fiscal Analysis

The estimated costs associated with these CEQA environmental consulting services are shown below;

Agreement No. R21-03385 Royal HS & Simi Valley HS sports fields projects (Exhibit A):	\$12,420
Agreement No. R21-03584 Royal HS new classroom buildings project (Exhibit B):	\$63,415
Total:	\$75,835

The actual costs will be based on services performed.

These services will be funded by Measure X. Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 29 by Trustee La Belle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement Nos. R21-03385 and R21-03584 Between Simi Valley Unified School District and Aspen Environmental Group for CEQA Environmental Consulting Services

Ayes: La Belle
Smollen
Bagdasaryan
Blough
Jubran Noes: 0 Absent: 0 Abstained: 0

**AGREEMENT NO. R21-03385
FOR
CEQA CONSULTANT SERVICES**

AGREEMENT made as of the June 16, 2021

between the District:

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

and the Consultant:

Aspen Environmental Group
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for CEQA Environmental Compliance Consultant Services, for the sports fields renovation projects at Simi Valley High School and at Royal High School, as further described in the attached Proposal from Consultant, dated May 7, 2021. The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar

services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

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

	<u>Start</u>	<u>Finish</u>
NTP	6/16/21	6/16/21
Project Description and Information Exchange	6/16/21	6/30/21
Draft CEQA Exemption Memorandum	6/30/21	7/21/21
District Review of Draft CEQA Exemption Memo	7/21/21	8/4/21
Final CEQA Exemption Memorandum	8/4/21	8/14/21
Notice of Exemption Form	8/14/21	8/16/21

2 **CONTRACT PRICE.**

- 2.1 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is an estimated fee of Twelve Thousand Four-Hundred Twenty Dollars (\$12,420.00) for the services defined on the attached Proposal from Consultant dated May 7, 2021, as itemized below;

CEQA Consultant Services for Simi Valley High School Sports Fields Project: \$ 6,210.00
 CEQA Consultant Services for Royal High School Sports Fields Project: \$ 6,210.00
Total estimated fee: \$12,420.00

Compensation for Travel, other than for automobile mileage, shall require pre-approval from the District.

- 2.2 **Reimbursable Expenses.** Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.
- 2.3 **Additional Services.** The services described in this Paragraph 2.3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from

or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District's sole discretion: (a) the amount of time expended by personnel of the Consultant or its Subconsultants in providing authorized Additional Services, at the hourly rate set forth in this Agreement; or, (b) an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.

- 2.4 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

3 **CONSULTANT BILLINGS**

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the

District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 INSURANCE; INDEMNITY

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

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

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

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

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

- applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage, Professional Liability, and Automobile Liability. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.6.1 *Other requirements pertaining to insurance.*

DESCRIPTION OF OPERATIONS must include the following wording: "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers are hereby named as additional insured per endorsement attached."

CERTIFICATE HOLDER must read as follows:

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

CERTIFICATE MUST BE SIGNED

- 4.6.2 **Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."
- 4.6.3 **INSURANCE CARRIER must have a current A.M. Best rating of no less than (financial strength /:financial size) A-VII if Admitted in the state of CA., or A-VIII if Non-Admitted.**
- 4.7 **Indemnity.**
- 4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.
- District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.
- 5 **TERM.** The term of this Agreement begins on the date first set forth above and ends:
- ☐ when the Project and all close-out obligations are completed.

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

6 TERMINATION; SUSPENSION

- 6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.
- 6.2 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall

deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 MISCELLANEOUS

7.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

7.2 Time. Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.

7.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

7.4 Compliance: Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.

7.5 Records. Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.

7.6 Copyright. Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

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

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
Attn.: Pedro Avila, Director of Facilities & Planning

and to the Consultant:

Aspen Environmental Group
Attn.: Sandra Alacon-Lopez
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301

7.8 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at

law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

7.10 **Disputes.**

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

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

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

- 7.11 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the

- recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.13 **Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 7.14 **Consultant Contact Information.**
 Consultant Contact Name: Stanley Yeh
 Business Phone: 818-338-6764
 E-mail: syeh@aspeneq.com
 Federal Tax ID Number: 95-4337914
**Consultant must provide a W-9*
 Are you or any of your employees current or former employee of the District?
☐ Yes ☒ No
 If yes, state the date you last worked? n/a
 Are you related to any employee (s) of the District? ☐ Yes ☒ No
 If yes, please identify the individuals (s): n/a
- 7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.
- 7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 7.17 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: [Signature]
 Ron Todo, Associate Superintendent
 Business & Facilities

ASPEN ENVIRONMENTAL GROUP

By: [Signature]
 Hamid Rastegar
 President

ATTACHMENT A

I, Hamid Rastegar, am the President of
(Print Name) (Title)

Aspen Environmental Group I declare, state, and certify all of the following:
(Consultant Name)

1. I am aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts.
2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - A. The fingerprints of each person identified on Attachment B have been submitted to the California Department of Justice pursuant to Education Code § 45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B has not been convicted of a felony, as defined in Education Code § 45122.1, and has no criminal felony proceedings, as defined in Education Code § 45122.1, pending against him or her.
3. The Consultant shall provide additional Fingerprint Certificate for each and every person who is not identified on Attachment B prior to permitting such person(s) access to the Site or to perform any Work at the Site.
4. Contractor and I understand that if the District determines that Consultant has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code § 45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.
5. I am authorized to execute this Fingerprint Certificate on behalf of the Consultant. All of the statements set forth above and all of the information provided in Attachment A & B are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A & B which would render such statements and/or information to be false or misleading.

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

Executed at Agoura Hills this 04 day of June, 2021.
(City and State)
Hamid Rastegar
(Signature)
Hamid Rastegar
(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE

ATTACHMENT B

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

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

LIST OF FINGERPRINTED PERSONNEL

n/a



5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
(818) 597-3407
www.aspaneg.com

May 7, 2021

Tony Joseph
SVUSD Bond Program Manager
101 West Cochran Street
Simi Valley, CA 93065

Subject: Revised Scope of work and Estimated Costs for Preparation of Environmental Documents

Mr. Joseph,

Thank you for giving us the opportunity to provide a scope of work and estimated costs for preparation of environmental documents for upcoming school projects. The scope of services is anticipated to cover California Environmental Quality Act (CEQA) Negative Declarations/Mitigated Negative Declarations (ND/MND) and CEQA Exemptions to address school additions or improvement projects for the Simi Valley Unified School District (SVUSD).

Mr. Stanley Yeh, Aspen Contract Manager, will prepare and complete this scope of work with support by Aspen Team project management and technical experts. Mr. Yeh has worked on CEQA documentation for public works projects located in Los Angeles County, San Bernardino County, and Ventura County. His recent Los Angeles County Public Works projects include a MND for the Alamitos Bay Pump Station Discharge Line Replacement Project and a Categorical Exemption for the Altadena Parking Lot. Prior to employment at Aspen, Mr. Yeh directed and oversaw the work of several teams of CEQA professionals to produce CEQA documentation for more than 20 new elementary, middle school and high school construction projects for the Los Angeles Unified School District. He also coordinated the preparation of special studies related to the safety of new schools including traffic and pedestrian safety studies, air toxic health risk assessments, pipeline safety studies, rail safety studies, electro-magnetic field studies, and other similar efforts required to meet Title 5 (California Education Code) requirements.

Scope of Work

The scope of services includes the preparation of CEQA environmental documents for the schools and improvements listed below. Based on the descriptions below, the scope and cost include preparation of ND/MND for the new school buildings and CEQA Exemptions for the school renovations.

- New approximately 12,000 square-foot modular classroom building at Royal High School (currently in design).
- Renovations to the sports fields at Royal High School that involve new lighting, bleachers, and re-configuration of the baseball fields.
- Renovations to the sports fields at Simi Valley High School that involve new lighting, bleachers, and re-configuration of the baseball fields.
- New Science Building (or Science Classroom wing) at Simi Valley High School.
- New Black Box Theater at Santa Susana High School (currently in design).
- New Administration Building at Hollow Hills Elementary School.

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Tony Joseph
SVUSD Bond Program Manager

- New Administration Building at White Oak Elementary School.

Scope for ND/MND

- **Task 1: Site Visit and Initial SVUSD Meeting.** Depending on COVID restrictions at the start of the project, Aspen will meet with the SVUSD Project Manager at the project site to kick off the project and to visit the site. The Aspen Project Manager will attend one kick-off meeting/site visit to obtain an on-site overview of the proposed improvements and to view first-hand the site characteristics and resources such as surrounding land uses, adjacent roads, site access, and other issues.

For each project, the site visit is typically no more than 2 hours in length. Aspen will also include a limited amount of time for the Aspen Project Manager to coordinate with the SVUSD Project Manager through periodic conference calls.

- **Task 2: Prepare Project Description.** Based on the site visit and review of local agency plans and ordinances, Aspen will prepare a draft project description for SVUSD review. We will work closely with the SVUSD to make sure we present a concise but thorough description of the project. We will also work closely with the SVUSD on figures for the Project Description that accurately portray the key project components. The preliminary project description will be submitted electronically for review and comment. The approved Project Description will be used as the basis of the Initial Study.
- **Task 3: Prepare Draft ND (MND) and IS.** Aspen will prepare a draft Initial Study for the proposed Project using the CEQA Guidelines Appendix G Environmental Checklist format. The proposed ND (MND)/IS document will consist of the introductory and required cover materials, and a supporting IS with environmental analysis and mitigation, if needed. Using information from the applicable agency plans and ordinances, the site visit, and other sources, the Aspen Team will conduct an independent CEQA analysis. The major elements of the IS are the following:

Project Description: Description of the Proposed Project, project objectives, and relevant SVUSD-identified measures. (The project description will be completed under Task 2 discussed above.)

Surrounding Land Uses and Setting: Description of the land uses in the vicinity of the Project, and the affected environment, with locator and site vicinity maps.

Agency Approvals Required: A list of government or resource agencies whose approval is required.

Issue Area Analysis: For each CEQA checklist question, the Aspen Team will identify the level of impact and prepare a concise discussion supporting the impact determination. All the issues on the CEQA Checklist will be evaluated.

Mandatory Findings of Significance: Mandatory Findings of Significance items in the CEQA checklist, supported by text describing the relevant issues and background.

ND (MND) Determination: A statement describing the overall conclusion of the Initial Study and that justifies the type of document prepared (ND or MND). This statement is usually made in a cover letter or introductory format, which is presented before the Initial Study.

One electronic Administrative Draft will be provided to the SVUSD for review. Aspen will revise the draft based on SVUSD comments and resubmit. The scope will include a second review by SVUSD prior to publication of the ND (MND)/IS.

Public Review. Aspen will work with SVUSD to identify the best approach to meet the requirement for public comments on the ND/MND and on a project-by-project basis. This scope assumes that no public meeting will be held prior to the Board of Education taking action on the project. Aspen will support

Tony Joseph
SVUSD Bond Program Manager

SVUSD with noticing and the newspaper notice; we will prepare and distribute the notices and submit the newspaper notice to one local newspaper. Notice may be prepared as a postcard notice to reduce the cost of publication and mailing to surrounding residences and businesses.

- **Task 4: Response to Comments.** Aspen will support SVUSD with responses to comments received in the ND/MND. We anticipate that this support will be in a letter format for use by SVUSD in the decision hearing. This level of effort assumes no more than 15 comment letters, and assumes no major revisions are needed (no new analyses).
- **Task 5: Production and Distribution.** Given current COVID restrictions, Aspen will provide the ND/MND as an electronic file that can be placed on the SVUSD website. No distribution of hard copy MND documents is included. However, scope and cost include distribution of a one-page notice to residents and distribution of an electronic notice to applicable agencies via email.
 - Scope and cost include distribution of no more than 300 notices to residents and agencies.
 - Aspen will file the notice of intent to adopt a ND (MND) with the County Clerk's office.
 - Aspen will prepare the notice of determination for the SVUSD and will file the notice of determination with the County Clerk's office, and with the state clearinghouse, as applicable.
- **Task 6: Meetings with the SVUSD.** Aspen will participate in four (4) meetings with the SVUSD to discuss Project status. The meetings will be held virtually using a Zoom or Teams platform and will include the Aspen Project Manager and up to two (2) technical staff depending on the issues to be discussed. The meetings will be held on as needed basis and at the direction of the SVUSD Project Manager. The meetings are expected to be no more than 2 hours in duration.

Scope for CEQA Exemptions

- **Task 1: Project Description and Information Exchange.** Based on the site visit (conducted as part of the MND preparation) and other project information provided by SVUSD, Aspen will prepare a brief draft project description for SVUSD review. We will work closely with the SVUSD to make sure we present a concise description of the project for purposes of the exemption. This task will include the preparation of a preliminary project description and then revision based on SVUSD comments. It will also include review of background information, applicable local agency guidance and planning documents, and review of CEQA exemption criteria to determine the applicable class of exemption. It is assumed that all information exchange and review drafts of the project description will be submitted in electronic format only.
- **Task 2: CEQA Exemption Memorandum.** Aspen will prepare a draft write-up to justify the CEQA Exemption for the proposed project based on the most appropriate class of exemption under CEQA Guidelines (e.g., Section 15314 Minor Additions to Schools). The memorandum is intended to provide justification for the exemption to place in the SVUSD's administrative files and will not be filed officially with the State Clearinghouse and/or County Clerk. The memo will be submitted to the SVUSD in electronic format only. The major elements of the memorandum will include:

Project Description: Brief description of the Proposed Project, project objectives, and relevant SVUSD-identified best management practices or standard operating procedures used during construction.

Legal Authority: Description and justification for the applicable exemption class.

Conclusions: This discussion presents the conclusion of why the project is exempt and will not impact the environment. Therefore, this discussion will include a brief discussion of why the project will not impact key environmental resources.

Tony Joseph
SVUSD Bond Program Manager

- **Task 3: Notice of Exemption Form.** Aspen will prepare and provide to SVUSD the CEQA Notice of Exemption (NOE) form that can be filed with the State Clearinghouse and/or the County Clerk (recommended). The NOE filing is recommended to ensure that the legal statute of limitations is at the reduced 30 days. Without an NOE filing, the statute of limitations for legal challenges is up to 180 days. It is assumed that the NOE would be provided to the SVUSD in electronic format only.

Project Schedule/Duration of Tasks

Aspen will work with the SVUSD to prepare a schedule or timeline for each project. The schedule will be refined after the kick-off meeting/site visit and after further discussions with the SVUSD on the project description.

Cost Estimate

The following table presents the estimated costs for preparation of environmental documents for five SVUSD schools. The costs are based on the scope of services presented in this proposal.

Document/Tasks	Royal High School	Simi Valley High School	Santa Susana High School	Hollow Hills Elementary School	White Oak Elementary School	Totals
Negative Declaration/MND (new school buildings)						
1. Project Kick-off Site Visit	\$2,605	\$2,605	\$2,605	\$2,605	\$2,605	
2. Project Description	\$3,585	\$3,585	\$3,585	\$3,585	\$3,585	
3. Draft MND/IS	\$35,905	\$35,905	\$35,905	\$35,905	\$35,905	
4. Resp. to Comments	\$7,895	\$7,895	\$7,895	\$7,895	\$7,895	
5. Production-Distribution	\$3,610	\$3,610	\$3,610	\$3,610	\$3,610	
6. Meetings	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	
ODC - mileage (Task 1)	\$55	\$55	\$55	\$55	\$55	
ODC - Records Search (Task 3)	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	
ODC- Doc Publication (Task 5)	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	
Subtotal	\$63,415	\$63,415	\$63,415	\$63,415	\$63,415	\$317,075
CEQA Exemption (school renovations - lighting, bleachers, and reconfiguration of baseball fields)						
1. Project Description	\$1,450	\$1,450				
2. Exemption Memo	\$3,890	\$3,890				
3. Exemption Form	\$870	\$870				
Subtotal	\$6,210	\$6,210				\$12,420
Totals	\$69,625	\$69,625	\$63,415	\$63,415	\$63,415	\$329,495

Cost Assumptions

- No stand-alone Technical Studies are anticipated for any of the school sites.
- The record search cost includes sacred lands search, archeological records search, and the environmental database search. The searches are conducted based on the location of the development area and a specific distance (radius) such as ¼ mile.
- For the schools where there are two documents, ND/MND and CEQA Exemption, we have assumed that only one site visit will be needed to each school site.
- The cost estimates are based on a review of the project area without the benefit of a site visit or background information on the scope of each project. These estimates may need to be increased or

Tony Joseph
SVUSD Bond Program Manager

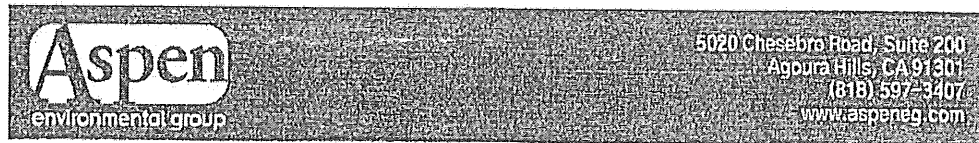
decreased based on any information provided by SVUSD. We will notify SVUSD promptly if there is a need to modify any of the estimates in this proposal.

We are prepared to begin work for SVUSD upon receipt of a Notice to Proceed or specific task order approval. If you have any questions, please do not hesitate to contact me at: (562) 947-5259 or via email at: salopez@aspeneg.com.

Sincerely,



Sandra Alarcón-Lopez
Vice President, Agoura Hills



Hourly Rate Schedule 2021-2023

Category	Rate
Principal Associate II	\$240.00
Principal Associate I	\$235.00
Senior Engineer IV	\$230.00
Senior Engineer III	\$215.00
Senior Engineer II	\$200.00
Senior Engineer I	\$185.00
Senior Cultural IV	\$175.00
Senior Cultural III	\$150.00
Senior Cultural II	\$135.00
Senior Cultural I	\$125.00
Senior Associate IV	\$215.00
Senior Associate III	\$190.00
Senior Associate II	\$175.00
Senior Associate I	\$155.00
Associate IV	\$145.00
Associate III	\$130.00
Associate II	\$115.00
Associate I	\$100.00
Monitoring Supervisor	\$210.00
Monitoring Manager	\$180.00
Senior Monitor	\$150.00
Field Monitor II	\$125.00
Field Monitor I	\$110.00
Senior Cartographer	\$125.00
GIS Specialist III	\$110.00
GIS Specialist II	\$100.00
GIS Specialist I	\$85.00

Category	Rate
Staff II	\$95.00
Staff I	\$85.00
Technician III	\$75.00
Technician II	\$60.00
Technician I	\$40.00
Senior Administrative III	\$135.00
Senior Administrative II	\$115.00
Senior Administrative I	\$100.00
Administrative III	\$90.00
Administrative II	\$75.00
Administrative I	\$55.00
Intern	\$35.00

1. Hourly rates shall include all administrative overhead costs, including supervision, clerical, building rent, utilities, telephone (including cell phones), incidental costs, and profit. Only those employees actively providing services for a project specific Work Order shall be entitled to charge time to the project.

2. Contractor shall be reimbursed for all costs for scheduled travel expenses including transportation (mileage), meals, lodgings and incidental costs associated with requested work. Travel allowances shall not exceed the California Department of Personnel Administration (DPA) approved subsistence allowances in place at the time the contract is awarded unless previously authorized by DPR.

Other Direct Expenses

Printing and Reproduction

Single Sided	Double Sided	
8½x11 - BW	\$0.10	\$0.15
8½x11 - color	\$1.00	\$1.75
8½x14 - BW	\$0.15	\$0.22
8½x14 - color	\$1.50	\$2.50
11x17 - BW	\$0.30	\$0.45
11x17 - color	\$2.00	\$3.50
Plotter (per ft ²) - BW	\$1.50	
Plotter (per ft ²) - color	\$3.00	
Padded CD Mailer	\$2.54	
CD Duplication (incl. label+case)	\$5.50	
Plastic Covers /Cardstock Backs	\$1.00	
Postage and Delivery	at cost*	
Outside Copying	at cost*	
Outside Document Production/Binding	at cost*	
Outside Graphics/Mapping	at cost*	
Outside Word Processing/Data Entry	at cost*	

Travel and Per Diem

Airfare	at cost*
Hotel/Lodging	at cost*
Mileage - regular car	\$0.56
Meals and incidentals	at cost*
Parking and Tolls	at cost*
Per Diem for full days	Based on CONUS
Other Travel	at cost*

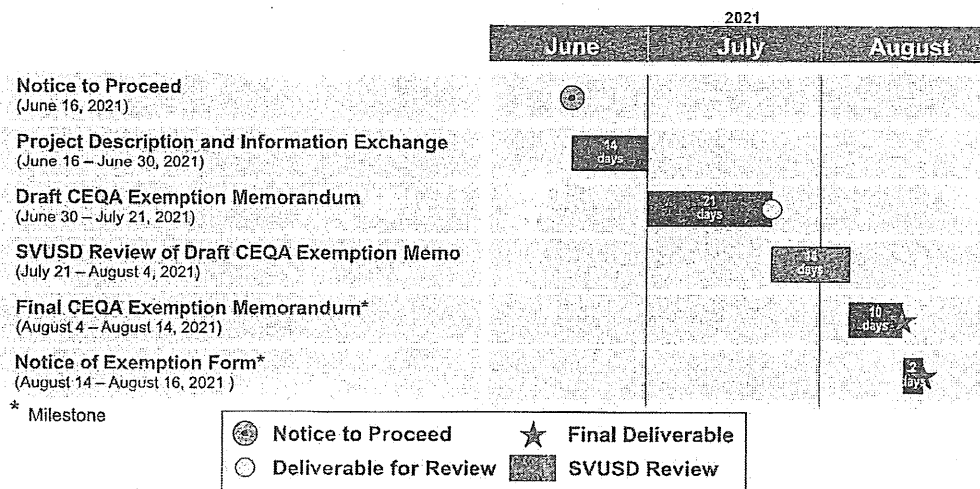
All travel expenses are based on state guidelines

Other project related expenses

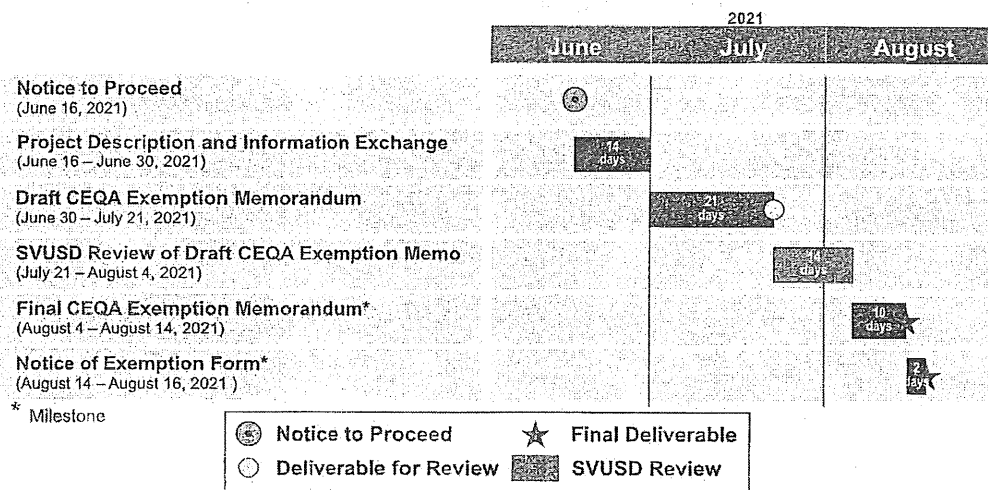
Permits	at cost*
Subcontractors	at cost*
Document Acquisition	at cost*
Conference Calls	at cost*
Telephone	For Monitors
Court Reporters	at cost*
Testing and Lab Services	at cost*
Plant Storage	at cost*
GPS Unit #1	\$60.00
GPS Unit #2	\$60.00
GPS Unit #3 (Juno)	\$60.00
GPS Unit #4 (Geo7X)	\$60.00
GPS Garmin GPS 60 (small)	\$25.00
GPS Hurricane Antenna	\$25.00
Noise Meter 755-SE402	\$60.00
Water Quality Meter	\$100/Day
Sper Scientific 860040 Turbidity Meter	\$70/Day
Drone Rental - Phantom 4	\$250/Day
Electroshocker	
GNSS Kit	
Vehicle Rental	at cost*
Other Project Pre-approved Expenses	at cost*

*All expenses are subject to Aspen fee of 10%

Royal High School Baseball Field Renovations - CEQA Exemption Anticipated Schedule



Simi Valley High School Baseball Field Renovations - CEQA Exemption Anticipated Schedule



**AGREEMENT NO. R21-03584
FOR
CEQA CONSULTANT SERVICES**

AGREEMENT made as of the June 16, 2021

between the District:

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

and the Consultant:

Aspen Environmental Group
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for CEQA Environmental Compliance Consultant Services, for a new classroom complex at Royal High School, as further described in the attached Proposal from Consultant, dated May 7, 2021. The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar

services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

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

	<u>Start</u>	<u>Finish</u>
NTP	6/16/21	6/16/21
Site Visit and Project Background Review	6/16/21	6/30/21
Prepare Project Description	7/1/21	7/8/21
District Review of Project Description	7/9/21	7/15/21
Draft Initial Study	7/15/21	8/28/21
District Review of Draft Initial Study	8/28/21	9/11/21
Prepare Draft Mit. Neg. Dec. / Initial Study	9/11/21	9/25/21
District Review of Draft MND / IS	9/25/21	10/2/21
Preparation and Distribution of MND / IS	10/3/21	10/11/21
30-Day Public Comment Period	10/12/21	11/11/21
Draft Responses to Public Comments	11/12/21	11/29/21
District Review of Draft Responses	11/29/21	12/6/21
Final Responses to Public Comments	12/6/21	12/11/21
Public Hearing	12/2021	01/2022

2 **CONTRACT PRICE.**

- 2.1 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is an estimated fee of Sixty-Three Thousand Four-Hundred Fifteen Dollars (\$63,415.00) for the services defined on the attached Proposal from Consultant dated May 7, 2021. Compensation for Travel, other than for automobile mileage, shall require pre-approval from the District.

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

3 **CONSULTANT BILLINGS**

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

as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

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

4 **INSURANCE; INDEMNITY**

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

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

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

- 4.3 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 4.4 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability

coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.

- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage, Professional Liability, and Automobile Liability. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.

- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4.6.1 *Other requirements pertaining to insurance.*

DESCRIPTION OF OPERATIONS must include the following wording: "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers are hereby named as additional insured per endorsement attached."

CERTIFICATE HOLDER must read as follows:

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

CERTIFICATE MUST BE SIGNED

- 4.6.2 **Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."
- 4.6.3 **INSURANCE CARRIER must have a current A.M. Best rating of no less than (financial strength / financial size) A-:VII if Admitted in the state of CA., or A:VIII if Non-Admitted.**

4.7 **Indemnity.**

- 4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.
- District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury

(including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

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

6 **TERMINATION; SUSPENSION**

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

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

- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven

(7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 MISCELLANEOUS

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

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

Simi Valley Unified School District
 101 West Cochran Street
 Simi Valley, CA 93065
 Attn.: Pedro Avila, Director of Facilities & Planning

and to the Consultant:

Aspen Environmental Group
 Attn.: Sandra Alacon-Lopez
 5020 Chesebro Road, Suite 200
 Agoura Hills, CA 91301

- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 7.10 **Disputes.**
- 7.10.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 7.10.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

- 7.10.3 **Government Code Claims.** Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 7.11 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.13 **Marginal Headings; Captions.** Marginal Headings; Captions. The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 7.14 **Consultant Contact Information.**
 Consultant Contact Name: Stanley Yeh
 Business Phone: 818-338-6764
 E-mail: SYeh@aspeneq.com
 Federal Tax ID Number: 95-4337914
**Consultant must provide a W-9*
- Are you or any of your employees current or former employee of the District?
☐ Yes ☒ No
 If yes, state the date you last worked? n/a
- Are you related to any employee (s) of the District? ☐ Yes ☒ No
 If yes, please identify the individuals (s): n/a
- 7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.
- 7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 

Ron Todo, Associate Superintendent
Business & Facilities

ASPEN ENVIRONMENTAL GROUP

By: 

Hamid Rastegar
President

ATTACHMENT A

I, Hamid Rastegar, am the President of
(Print Name) (Title)

Aspen Environmental Group I declare, state, and certify all of the following:
(Consultant Name)

1. I am aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:

A. The fingerprints of each person identified on Attachment B have been submitted to the California Department of Justice pursuant to Education Code § 45125.1; and,

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

3. The Consultant shall provide additional Fingerprint Certificate for each and every person who is not identified on Attachment B prior to permitting such person(s) access to the Site or to perform any Work at the Site.

4. Contractor and I understand that if the District determines that Consultant has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code § 45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.

5. I am authorized to execute this Fingerprint Certificate on behalf of the Consultant. All of the statements set forth above and all of the information provided in Attachment A & B are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A & B which would render such statements and/or information to be false or misleading.

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

Executed at Agoura Hills this 04 day of June, 2021.
(City and State)

Hamid Rastegar
(Signature)

Hamid Rastegar
(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE

ATTACHMENT B

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

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

LIST OF FINGERPRINTED PERSONNEL

NA



5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
(818) 597-3407
www.aspeneg.com

May 7, 2021

Tony Joseph
SVUSD Bond Program Manager
101 West Cochran Street
Simi Valley, CA 93065

Subject: Revised Scope of work and Estimated Costs for Preparation of Environmental Documents

Mr. Joseph,

Thank you for giving us the opportunity to provide a scope of work and estimated costs for preparation of environmental documents for upcoming school projects. The scope of services is anticipated to cover California Environmental Quality Act (CEQA) Negative Declarations/Mitigated Negative Declarations (ND/MND) and CEQA Exemptions to address school additions or improvement projects for the Simi Valley Unified School District (SVUSD).

Mr. Stanley Yeh, Aspen Contract Manager, will prepare and complete this scope of work with support by Aspen Team project management and technical experts. Mr. Yeh has worked on CEQA documentation for public works projects located in Los Angeles County, San Bernardino County, and Ventura County. His recent Los Angeles County Public Works projects include a MND for the Alamitos Bay Pump Station Discharge Line Replacement Project and a Categorical Exemption for the Altadena Parking Lot. Prior to employment at Aspen, Mr. Yeh directed and oversaw the work of several teams of CEQA professionals to produce CEQA documentation for more than 20 new elementary, middle school and high school construction projects for the Los Angeles Unified School District. He also coordinated the preparation of special studies related to the safety of new schools including traffic and pedestrian safety studies, air toxic health risk assessments, pipeline safety studies, rail safety studies, electro-magnetic field studies, and other similar efforts required to meet Title 5 (California Education Code) requirements.

Scope of Work

The scope of services includes the preparation of CEQA environmental documents for the schools and improvements listed below. Based on the descriptions below, the scope and cost include preparation of ND/MND for the new school buildings and CEQA Exemptions for the school renovations.

- New approximately 12,000 square-foot modular classroom building at Royal High School (currently in design).
- Renovations to the sports fields at Royal High School that involve new lighting, bleachers, and re-configuration of the baseball fields.
- Renovations to the sports fields at Simi Valley High School that involve new lighting, bleachers, and re-configuration of the baseball fields.
- New Science Building (or Science Classroom wing) at Simi Valley High School.
- New Black Box Theater at Santa Susana High School (currently in design).
- New Administration Building at Hollow Hills Elementary School.

Tony Joseph
SVUSD Bond Program Manager

- New Administration Building at White Oak Elementary School.

Scope for ND/MND

- **Task 1: Site Visit and Initial SVUSD Meeting.** Depending on COVID restrictions at the start of the project, Aspen will meet with the SVUSD Project Manager at the project site to kick off the project and to visit the site. The Aspen Project Manager will attend one kick-off meeting/site visit to obtain an on-site overview of the proposed improvements and to view first-hand the site characteristics and resources such as surrounding land uses, adjacent roads, site access, and other issues.

For each project, the site visit is typically no more than 2 hours in length. Aspen will also include a limited amount of time for the Aspen Project Manager to coordinate with the SVUSD Project Manager through periodic conference calls.

- **Task 2: Prepare Project Description.** Based on the site visit and review of local agency plans and ordinances, Aspen will prepare a draft project description for SVUSD review. We will work closely with the SVUSD to make sure we present a concise but thorough description of the project. We will also work closely with the SVUSD on figures for the Project Description that accurately portray the key project components. The preliminary project description will be submitted electronically for review and comment. The approved Project Description will be used as the basis of the Initial Study.
- **Task 3: Prepare Draft ND (MND) and IS.** Aspen will prepare a draft Initial Study for the proposed Project using the CEQA Guidelines Appendix G Environmental Checklist format. The proposed ND (MND)/IS document will consist of the introductory and required cover materials, and a supporting IS with environmental analysis and mitigation, if needed. Using information from the applicable agency plans and ordinances, the site visit, and other sources, the Aspen Team will conduct an independent CEQA analysis. The major elements of the IS are the following:

Project Description: Description of the Proposed Project, project objectives, and relevant SVUSD-identified measures. (The project description will be completed under Task 2 discussed above.)

Surrounding Land Uses and Setting: Description of the land uses in the vicinity of the Project, and the affected environment, with locator and site vicinity maps.

Agency Approvals Required: A list of government or resource agencies whose approval is required.

Issue Area Analysis: For each CEQA checklist question, the Aspen Team will identify the level of impact and prepare a concise discussion supporting the impact determination. All the issues on the CEQA Checklist will be evaluated.

Mandatory Findings of Significance: Mandatory Findings of Significance items in the CEQA checklist, supported by text describing the relevant issues and background.

ND (MND) Determination: A statement describing the overall conclusion of the Initial Study and that justifies the type of document prepared (ND or MND). This statement is usually made in a cover letter or introductory format, which is presented before the Initial Study.

One electronic Administrative Draft will be provided to the SVUSD for review. Aspen will revise the draft based on SVUSD comments and resubmit. The scope will include a second review by SVUSD prior to publication of the ND (MND)/IS.

Public Review. Aspen will work with SVUSD to identify the best approach to meet the requirement for public comments on the ND/MND and on a project-by-project basis. This scope assumes that no public meeting will be held prior to the Board of Education taking action on the project. Aspen will support

Tony Joseph
SVUSD Bond Program Manager

SVUSD with noticing and the newspaper notice; we will prepare and distribute the notices and submit the newspaper notice to one local newspaper. Notice may be prepared as a postcard notice to reduce the cost of publication and mailing to surrounding residences and businesses.

- **Task 4: Response to Comments.** Aspen will support SVUSD with responses to comments received in the ND/MND. We anticipate that this support will be in a letter format for use by SVUSD in the decision hearing. This level of effort assumes no more than 15 comment letters, and assumes no major revisions are needed (no new analyses).
- **Task 5: Production and Distribution.** Given current COVID restrictions, Aspen will provide the ND/MND as an electronic file that can be placed on the SVUSD website. No distribution of hard copy MND documents is included. However, scope and cost include distribution of a one-page notice to residents and distribution of an electronic notice to applicable agencies via email.
 - Scope and cost include distribution of no more than 300 notices to residents and agencies.
 - Aspen will file the notice of intent to adopt a ND (MND) with the County Clerk's office.
 - Aspen will prepare the notice of determination for the SVUSD and will file the notice of determination with the County Clerk's office, and with the state clearinghouse, as applicable.
- **Task 6: Meetings with the SVUSD.** Aspen will participate in four (4) meetings with the SVUSD to discuss Project status. The meetings will be held virtually using a Zoom or Teams platform and will include the Aspen Project Manager and up to two (2) technical staff depending on the issues to be discussed. The meetings will be held on as needed basis and at the direction of the SVUSD Project Manager. The meetings are expected to be no more than 2 hours in duration.

Scope for CEQA Exemptions

- **Task 1: Project Description and Information Exchange.** Based on the site visit (conducted as part of the MND preparation) and other project information provided by SVUSD, Aspen will prepare a brief draft project description for SVUSD review. We will work closely with the SVUSD to make sure we present a concise description of the project for purposes of the exemption. This task will include the preparation of a preliminary project description and then revision based on SVUSD comments. It will also include review of background information, applicable local agency guidance and planning documents, and review of CEQA exemption criteria to determine the applicable class of exemption. It is assumed that all information exchange and review drafts of the project description will be submitted in electronic format only.
- **Task 2: CEQA Exemption Memorandum.** Aspen will prepare a draft write-up to justify the CEQA Exemption for the proposed project based on the most appropriate class of exemption under CEQA Guidelines (e.g., Section 15314 Minor Additions to Schools). The memorandum is intended to provide justification for the exemption to place in the SVUSD's administrative files and will not be filed officially with the State Clearinghouse and/or County Clerk. The memo will be submitted to the SVUSD in electronic format only. The major elements of the memorandum will include:

Project Description: Brief description of the Proposed Project, project objectives, and relevant SVUSD-identified best management practices or standard operating procedures used during construction.

Legal Authority: Description and justification for the applicable exemption class.

Conclusions: This discussion presents the conclusion of why the project is exempt and will not impact the environment. Therefore, this discussion will include a brief discussion of why the project will not impact key environmental resources.

Tony Joseph
SVUSD Bond Program Manager

- **Task 3: Notice of Exemption Form.** Aspen will prepare and provide to SVUSD the CEQA Notice of Exemption (NOE) form that can be filed with the State Clearinghouse and/or the County Clerk (recommended). The NOE filing is recommended to ensure that the legal statute of limitations is at the reduced 30 days. Without an NOE filing, the statute of limitations for legal challenges is up to 180 days. It is assumed that the NOE would be provided to the SVUSD in electronic format only.

Project Schedule/Duration of Tasks

Aspen will work with the SVUSD to prepare a schedule or timeline for each project. The schedule will be refined after the kick-off meeting/site visit and after further discussions with the SVUSD on the project description.

Cost Estimate

The following table presents the estimated costs for preparation of environmental documents for five SVUSD schools. The costs are based on the scope of services presented in this proposal.

Agreement R21-03584

Document/Tasks	Royal High School	Simi Valley High School	Santa Susana High School	Hollow Hills Elementary School	White Oak Elementary School	Totals
Negative Declaration/MND (new school buildings)						
1. Project Kick-off Site Visit	\$2,605	\$2,605	\$2,605	\$2,605	\$2,605	
2. Project Description	\$3,585	\$3,585	\$3,585	\$3,585	\$3,585	
3. Draft MND/IS	\$35,905	\$35,905	\$35,905	\$35,905	\$35,905	
4. Resp. to Comments	\$7,895	\$7,895	\$7,895	\$7,895	\$7,895	
5. Production-Distribution	\$3,610	\$3,610	\$3,610	\$3,610	\$3,610	
6. Meetings	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	
ODC -mileage (Task 1)	\$55	\$55	\$55	\$55	\$55	
ODC - Records Search (Task 3)	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	
ODC- Doc Publication (Task 5)	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	
Subtotal	\$63,415	\$63,415	\$63,415	\$63,415	\$63,415	\$317,075
CEQA Exemption (school renovations - lighting, bleachers, and reconfiguration of baseball fields)						
1. Project Description	\$1,450	\$1,450				
2. Exemption Memo	\$3,890	\$3,890				
3. Exemption Form	\$870	\$870				
Subtotal	\$6,210	\$6,210				\$12,420
Totals	\$69,625	\$69,625	\$63,415	\$63,415	\$63,415	\$329,495

Cost Assumptions

- No stand-alone Technical Studies are anticipated for any of the school sites.
- The record search cost includes sacred lands search, archeological records search, and the environmental database search. The searches are conducted based on the location of the development area and a specific distance (radius) such as ¼ mile.
- For the schools where there are two documents, ND/MND and CEQA Exemption, we have assumed that only one site visit will be needed to each school site.
- The cost estimates are based on a review of the project area without the benefit of a site visit or background information on the scope of each project. These estimates may need to be increased or

Tony Joseph
SVUSD Bond Program Manager

decreased based on any information provided by SVUSD. We will notify SVUSD promptly if there is a need to modify any of the estimates in this proposal.

We are prepared to begin work for SVUSD upon receipt of a Notice to Proceed or specific task order approval. If you have any questions, please do not hesitate to contact me at: (562) 947-5259 or via email at: salopez@aspeneg.com.

Sincerely,



Sandra Alarcón-Lopez
Vice President, Agoura Hills



5020 Chesebro Road, Suite 200
 Agoura Hills, CA 91301
 (818) 597-3407
 www.aspeneg.com

Hourly Rate Schedule 2021-2023

Category	Rate
Principal Associate II	\$240.00
Principal Associate I	\$235.00
Senior Engineer IV	\$230.00
Senior Engineer III	\$215.00
Senior Engineer II	\$200.00
Senior Engineer I	\$185.00
Senior Cultural IV	\$175.00
Senior Cultural III	\$150.00
Senior Cultural II	\$135.00
Senior Cultural I	\$125.00
Senior Associate IV	\$215.00
Senior Associate III	\$190.00
Senior Associate II	\$175.00
Senior Associate I	\$155.00
Associate IV	\$145.00
Associate III	\$130.00
Associate II	\$115.00
Associate I	\$100.00
Monitoring Supervisor	\$210.00
Monitoring Manager	\$180.00
Senior Monitor	\$150.00
Field Monitor II	\$125.00
Field Monitor I	\$110.00
Senior Cartographer	\$125.00
GIS Specialist III	\$110.00
GIS Specialist II	\$100.00
GIS Specialist I	\$85.00

Category	Rate
Staff II	\$95.00
Staff I	\$85.00
Technician III	\$75.00
Technician II	\$60.00
Technician I	\$40.00
Senior Administrative III	\$135.00
Senior Administrative II	\$115.00
Senior Administrative I	\$100.00
Administrative III	\$90.00
Administrative II	\$75.00
Administrative I	\$55.00
Intern	\$35.00

1. Hourly rates shall include all administrative overhead costs, including supervision, clerical, building rent, utilities, telephone (including cell phones), incidental costs, and profit. Only those employees actively providing services for a project specific Work Order shall be entitled to charge time to the project.
2. Contractor shall be reimbursed for all costs for scheduled travel expenses including transportation (mileage), meals, lodgings and incidental costs associated with requested work. Travel allowances shall not exceed the California Department of Personnel Administration (DPA) approved subsistence allowances in place at the time the contract is awarded unless previously authorized by DPR.

Other Direct Expenses

Printing and Reproduction

Single Sided	Double Sided	
8½x11 - BW	\$0.10	\$0.15
8½x11 - color	\$1.00	\$1.75
8½x14 - BW	\$0.15	\$0.22
8½x14 - color	\$1.50	\$2.50
11x17 - BW	\$0.30	\$0.45
11x17 - color	\$2.00	\$3.50
Plotter (per ft²) - BW	\$1.50	
Plotter (per ft²) - color	\$3.00	
Padded CD Mailer	\$2.54	
CD Duplication (incl. label+case)	\$5.50	
Plastic Covers /Cardstock Backs	\$1.00	
Postage and Delivery	at cost*	
Outside Copying	at cost*	
Outside Document Production/Binding	at cost*	
Outside Graphics/Mapping	at cost*	
Outside Word Processing/Data Entry	at cost*	

Travel and Per Diem

Airfare	at cost*	
Hotel/Lodging	at cost*	
Mileage - regular car		\$0.56
Meals and incidentals	at cost*	
Parking and Tolls	at cost*	
Per Diem for full days	Based on CONUS	
Other Travel	at cost*	

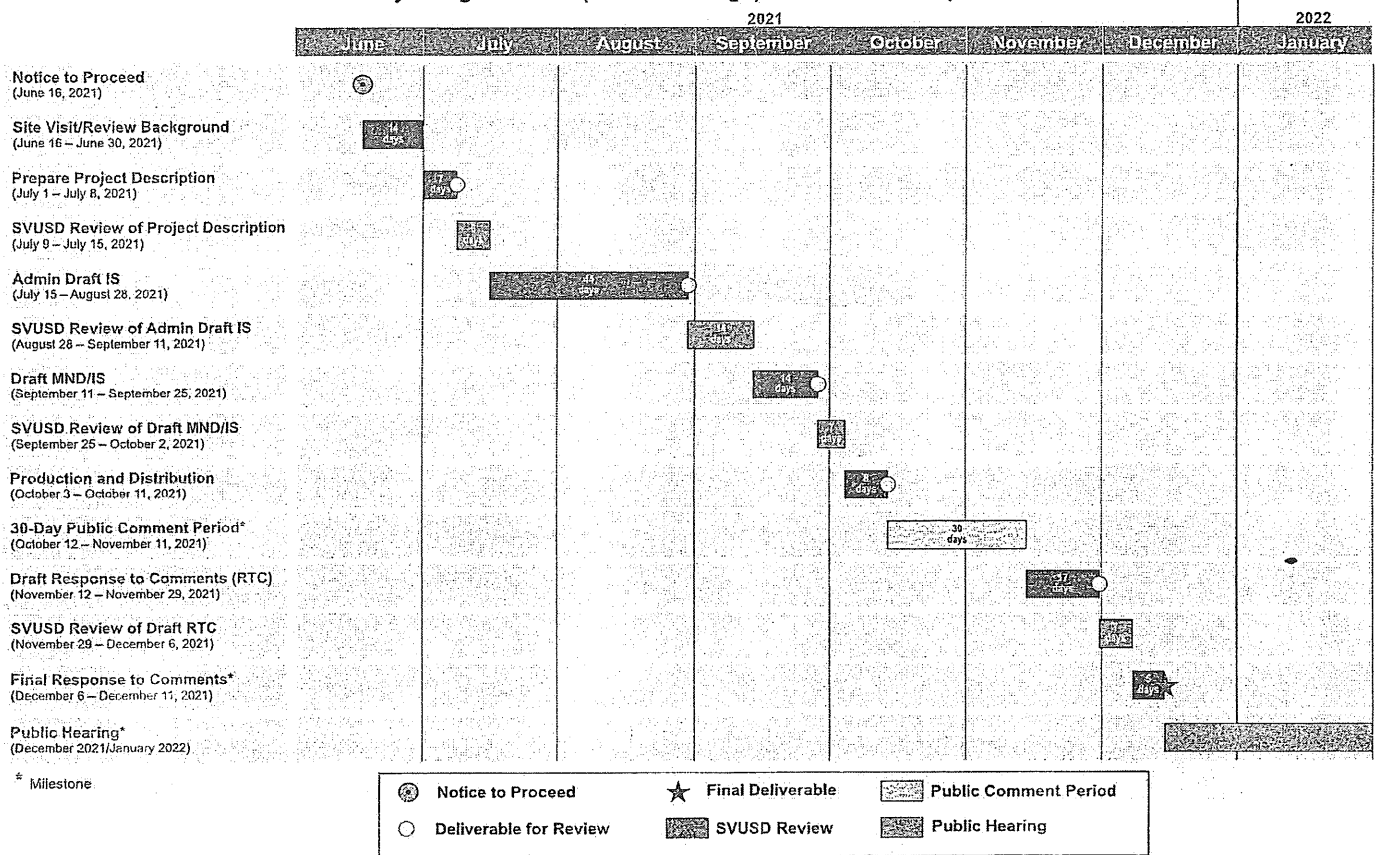
All travel expenses are based on state guidelines

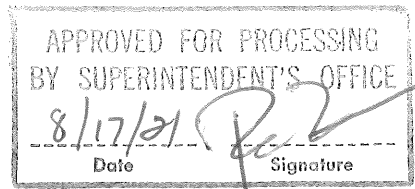
Other project related expenses

Permits	at cost*
Subcontractors	at cost*
Document Acquisition	at cost*
Conference Calls	at cost*
Telephone	For Monitors
Court Reporters	at cost*
Testing and Lab Services	at cost*
Plant Storage	at cost*
GPS Unit #1	\$60.00
GPS Unit #2	\$60.00
GPS Unit #3 (Juno)	\$60.00
GPS Unit #4 (Geo7X)	\$60.00
GPS Garmin GPS 60 (small)	\$25.00
GPS Hurricane Antenna	\$25.00
Noise Meter 755-SE402	\$60.00
Water Quality Meter	\$100/Day
Sper Scientific 860040 Turbidity Meter	\$70/Day
Drone Rental - Phantom 4	\$250/Day
Electroshocker	
GNSS Kit	
Vehicle Rental	at cost*
Other Project Pre-approved Expenses	at cost*

*All expenses are subject to Aspen fee of 10%

Royal High School (New Buildings) – MND/IS Anticipated Schedule





TITLE: RATIFICATION OF ADDITIONAL SERVICES NO. 1 TO AGREEMENT NO. R21-02457 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NUVIS LANDSCAPE ARCHITECTS

Business & Facilities
Consent #24

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 16, 2021, the Board of Education approved Agreement R21-02456 in the amount of \$152,260.00 for the schematic design of improvements to the sports fields at Simi Valley High School and Royal High School. (R21-02457 is now Royal High School)

The District is considering better accommodating the Royal High School Sports Field project by using the Monte Vista School site.

Fiscal Analysis

Additional Services No. 1 to Agreement No. R21-02457 (Exhibit "A") is for a **total fixed-fee of \$39,810.00.**

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

Additional Services No. 1 to Agreement No. R21-02457 is presented for Board of Education ratification.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Additional Services No. 1 to Agreement No. R21-02457 between Simi Valley Unified School District and Nuvis Landscape Architects

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



SIMI VALLEY UNIFIED SCHOOL DISTRICT

ADDITIONAL SERVICES AGREEMENT NO. 1

TO AGREEMENT R21-02457 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NUVIS LANDSCAPE ARCHITECTURE

This Additional Services Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **NUVIS LANDSCAPE ARCHITECTURE** ("Architect").


Architect is authorized to provide the following Additional Services to include additional scope associated with increasing fee from \$76,130.00 to \$115,940.00 to accommodate for the Preparation of schematic plans & cost estimates for proposed improvements to the sports fields at Royal High School adding the scope to accommodate the Monte Vista fields, per the attached Proposal received from Architect.

The terms and conditions of Agreement A21.072 for Ongoing Architect Services, apply to these additional services.

Compensation:

Compensation for these additional services shall be a Total Additional Fee of **Thirty-nine thousand, eight hundred and ten Dollars (\$39,810.00)** as further described on the attached Proposal from Architect..

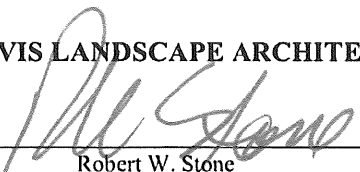
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo

Dated: 7/08/2021

Title: Associate Superintendent Business & Facilities

NUVIS LANDSCAPE ARCHITECTURE

By: 
Robert W. Stone

Dated: 6/21/2021

Title: Executive Vice-President



Simi Valley Unified School District Royal High School Field Additional Improvements Team Fee Schedule				
Task & Description	NUVIS	IDSGI	Cumming	Total \$
Additional Fields for Royal High School at Monte Vista Learning Center				
Kickoff Meeting/Site Inventory/Report	\$1,110			\$1,110
Civil/Electrical Site Walk		\$3,640		\$3,640
Survey		\$2,700		\$2,700
Cost Estimator Coordination with Team			\$185	\$185
Design Charette with School Staff	\$1,480			\$1,480
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate	\$6,250	\$4,920	\$2,615	\$13,785
Presentation to School	\$740	\$1,120		\$1,860
Refined Schematic Plan with Preliminary Cost Estimate	\$5,000	\$4,100		\$9,100
Design Team/Government Agency Coordination	\$4,550	\$1,400		\$5,950
<i>Cost by Firm</i>	<i>\$19,130</i>	<i>\$17,880</i>	<i>\$2,800</i>	
TOTAL PROFESSIONAL FEE PROPOSAL				\$39,810

Simi Valley Unified School District								
Royal High School Field Additional Improvements								
NUVIS Fee Schedule								
Task & Description	Sr Prin \$200	Princ \$170	Sr. Assoc \$155	Assoc \$140	LCAD \$130	LCAD II \$120	Admin \$85	Total \$
Monte Vista Middle School Improvements								\$19,130
Kickoff Meeting/Site Inventory/Report	3	3						\$1,110
Design Charette with School Staff	4	4						\$1,480
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate	10	25						\$6,250
Presentation to School	2	2						\$740
Refined Schematic Plan with Preliminary Cost Estimate	8	20						\$5,000
Design Team/Government Agency Coordination	10	15						\$4,550
<i>Total Hours</i>	37	69	0	0	0	0	0	
<i>Total Cost</i>	\$7,400	\$11,730	\$0	\$0	\$0	\$0	\$0	
TOTAL PROFESSIONAL FEE PROPOSAL								\$19,130

Scope of Services
Royal High School Additional Improvements at
Monte Vista Learning Center
Simi Valley USD

Kick Off Meeting/Site Inventory

NUVIS will meet with the District to receive updated design direction, program goals, and any schedule refinements as a result of providing additional master plan level design and programming for Royal High School sports fields improvements at the Monte Vista Learning Center campus.

IDS Group will conduct a site walk of the new space to evaluate existing conditions pertaining to topographic conditions, existing hardscape, existing utilities, and existing ball field lighting. A nighttime photometric study of the existing lighting levels will be conducted.

Cumming will coordinate with NUVIS regarding the new site conditions and anticipated design for orientation of the cost statement.

Design Charrette with School Staff

NUVIS will meet with the School Staff and Coaches to evaluate options for extending additional sports field and court amenities for Royal High School at the Monte Vista Learning Center site. Our goal will be to develop a plan to create equitable sports field and court amenities similar in nature to those developed in size and number for Simi Valley High School. District to advise if additional review and input from Royal High School staff is needed.

Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate

Based on input received from the District during our initial meeting, data/information gathered during site inventory as well as input from the design charrette, NUVIS will develop a bubble diagrammatic site plan and update to the bubble diagrammatic site plan for Royal High School if applicable. The graphic study will depict the proposed functional and spatial relationship to the site configuration. Our team will explore opportunities for improved play and function of the fields and relationship to other features such as tennis and restroom/concessions. Paths of travel will be analyzed for ADA compliance and anticipated DSA requirements (DSA review and approval not a part of this scope).

IDS will prepare draft plans including conceptual level lighting and layouts of ballfield area; schematic level electrical plans for lighting and concession building; schematic level grading, drainage, and hardscape; preliminary storm water quality control measures and associated reports and erosion control plan; and will assist with cost estimates. The team will evaluate placement of netting and fencing.

Presentation to School

NUVIS and IDS Group will present the master plan recommendations to School Staff, Athletic Directors, Coaches, and District Personnel.

Refined Schematic Plan with Preliminary Cost Estimate

Armed with approval and feedback from the Client, the NUVIS team will prepare a final schematic plan. Featuring both hardscape and softscape improvements, we will generate plans, elevations, sections, and site plans as necessary to communicate our design intent for the

sports field improvements. It is assumed that any plant palette prepared for the Royal High School site will be extended to the Monte Vista Site.

Cumming will provide preliminary cost estimate for the additional site programming.

Design Team/Government Agency Coordination

This task includes coordination/interface and progressive meetings with CLIENT representatives and project consultants. Meetings will provide a continuum to receive and clarify information, inform CLIENT of progress and direction, and allow the CLIENT the opportunity to review and comment. Meetings may be conducted virtually or in person dependent on current government COVID19 requirements.

Simi Valley Unified School District Monte Vista Middle School Improvements IDS Fee Schedule								
Task & Description	Sr Prin \$200	Princ \$170	Electrical Assoc \$140	Civil Assoc \$140	Civil LCAD \$130	Survey Crew \$225	Admin \$85	Total \$
Monte Vista Middle School Improvements								\$17,880
Kickoff Meeting/Site Inventory/Report								NUVIS
Design Charette with School Staff								NUVIS
Site Walk/Site Coordination			14	12				\$3,640
Supplemental Ground Survey						12		\$2,700
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate			20	4	12			\$4,920
Presentation to School			4	4				\$1,120
Refined Schematic Plan with Preliminary Cost Estimate			16	4	10			\$4,100
Design Team/Government Agency Coordination			6	4				\$1,400
Total Hours	0	0	60	28	22	12	0	\$17,880
Total Cost	\$0	\$0	\$8,400	\$3,920	\$2,860	\$2,700	\$0	
TOTAL PROFESSIONAL FEE PROPOSAL								\$17,880

CIVIL & ELECTRICAL SCOPE OF WORK:

Preliminary Investigation:

- Kickoff meeting and coordination with stake holders.
- Site visit to evaluate the existing hardscape and topographic field conditions.
- Site visit to evaluate the existing ball field lighting and power source.
- Conduct a nighttime photometric study of existing lighting levels.
- Design Charette

Schematic Design Plans:

- Develop conceptual lighting designs and layouts based on designs developed by the Landscape Architect for the ball field area.
- Prepare schematic level electrical lighting plans for lighting and concession buildings.
- Prepare schematic level civil plans for grading, hardscape, and drainage.
- Prepare schematic level site plan and horizontal control plan.
- Develop preliminary storm water quality treatment control measures and prepare associated reports and erosion control plan.
- Assist with cost estimates.

Assumptions:

- Design plans and documents will be schematic in nature to allow for planning and budgeting purposes. Further developed construction documents can be provided at a future date as a separate proposal.
- Should a soils report be required for the project, it will be furnished by the client.
- Except for Electrical Lighting and schematic water and sewer, utility design work will not be required for this project.
- The existing power sources at each campus is adequate to drive new ball field lighting.
- The project area is limited to the ball fields as defined in the site maps in the RFP.
- The Aerial Topographic Survey will be provided by the District.

Royal High School Sports Field Monte Vista Elementart School - Exhibit A IDS Fee Schedule						
Task & Description	Managing Director \$220	Assoc. Director \$195	Sr. Cost Mgr \$185	Cost Mgr. \$170	MEP \$185	Total \$
Monte Vista Middle School Improvements						\$2,800
Kickoff Meeting/Site Inventory/Report						NUVIS
Design Charette with School Staff						NUVIS
Kickoff call / meeting with Nuvis			1			\$185
Estimate - SD	1	2	6	2	3	\$2,615
						\$0
						\$0
Total Hours	1	2	7	2		
Total Cost	\$220	\$390	\$1,295	\$340		
TOTAL PROFESSIONAL FEE PROPOSAL						\$2,800



130 Vantis
Suite 110
Aliso Viejo, CA 92656
Phone 949.900.0440
www.ccorpusa.com

June 15, 2021

Alicia Taylor
Marketing Director
Nuvis

Opportunity No: 21-8121

Re: Royal High School Sports Fields – Monte Vista Additional Scope – Exhibit A
Proposal for Cost Management Services

Dear Alicia,

Thank you for contacting Cumming regarding the above project. As requested, we are submitting the following lump sum fee proposal for cost management services. The following is a breakdown of our proposed scope of services:

1. Project Overview & Schedule
2. Cost Manager Scope of Work
3. Executive Cost Management Proposal
4. Cumming Team Members
5. Adding Value
6. Qualifications/Exclusions

Please note that to proceed, we will require an interim email Notice to Proceed until a formal written contract is sent to our office. Upon receiving a formal contract, a signed copy will promptly be sent in return.

We look forward to working with you and the rest of the design team on this project. Should you have any questions or comments about any aspect of the proposal, please do not hesitate to contact me.

Very truly yours,

Robert Magnano - AIQS
Senior Cost Manager

Cc:



130 Vantis
Suite 110
Aliso Viejo, CA 92656
Phone 949.900.0440
www.ccorpusa.com

1. Project Overview

1.1. This project scope includes,

Project includes creation of new ball fields, including, batting cages, lighting, bleachers seating with shade structure, basketball courts, sand volleyball courts, storage, new fencing, drinking fountains, artificial practice area and scoreboard.

Off-site work including, work to public roads and pavements, public utilities, and the like, are excluded from our proposal. We have assumed that the delivery method for this project is Design-Bid-Build.

2. Cost Manager Scope of Work

2.1. Cumming will prepare one statement of probable cost at the SD design stage

3. Executive Cost Management Proposal

3.1. Our cost management proposal is a Lump Sum Fee based on one estimate per design milestone identified in the draw down (see below) and the total proposed fee is the lump sum due for payment. We will be billing periodically for our services.

Total Proposed Lump Sum Fee (\$)	\$2,800
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3.2. The following is a breakdown of how we propose to draw down the lump sum fee proposal at each stage of the design. Please note this does not constitute a cost per stage unless we otherwise agree to this in writing. If an estimate at any stage is not required, advanced notice in writing, during the preceding stage, will be required. Any adjustment to the Lump Sum Fee also needs to be agreed in advance.

<i>Draw Down</i>	<i>Total Hours</i>	<i>Total Fee (\$)</i>
<i>SD Statement of Probable Cost</i>		\$2,800
Total Proposed Fee (\$)		\$2,800

4. Cumming Team Members

<i>Team Members</i>	<i>Hourly Rate (\$)</i>
<i>Regional Director</i>	\$220
<i>Managing Director</i>	\$220
<i>Associate Director, Lead</i>	\$195
<i>Senior Cost Manager</i>	\$185
<i>Cost Manager</i>	\$170



130 Vantis
Suite 110
Aliso Viejo, CA 92656
Phone 949.900.0440
www.cumming.com

5. Adding Value

- 5.1. Detailed Budgets — Our comprehensive budget estimates are based on well researched cost data and contain a level of detail more extensive than industry standard. This ensures a realistic and accurate basis for the project and, when combined with comprehensive cost control services, prevents budget overruns.
- 5.2. Forward Looking Solutions — Our continual analysis of productivity, material, labor, and micro & macro level market conditions ensure our budgets and estimates are in line with market trends.
- 5.3. Early identification of "Scope Creep" — Our methodology enables us to identify "Scope Creep" early before it impacts the project. Without early identification, the design is so advanced by bid time that the extent of cost cutting late in the day is limited. This may result in either accepting cost overruns or delaying the project to allow costly redesign.
- 5.4. Value Engineering — Cumming will provide value engineering analysis services in support of the project team if required.

6. Qualifications/Exclusions

- 6.1. Proposal is open for acceptance for 90 days
- 6.2. Proposed fees are based on a natural evolution of the design through the typical stages. Additional scope which is not typical design development will be considered as an add service.
- 6.3. Any scope of work not specifically mentioned in this proposal is excluded. This includes but is not limited to; inclusion of options and alternates, value engineering, estimate reconciliation, bid analysis, replacement building costs analysis and Construction Administration (including COR reviews).
- 6.4. Soft costs including Owner contingency and Owner Soft Cost Management are excluded from the estimate unless requested in the RFP.

Signed;

Robert Magnano - AIQS
For Cumming

Signed;

Alicia Taylor
For Nuvis



June 28, 2021

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

RE: Simi Valley USD Add Services No. 1, R21-02457 NUVIS Landscape Architecture

Dear Lori,

Enclosed, please find two (2) wet signed copies of the above referenced add service agreement.

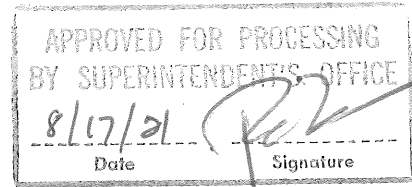
Please let us know if you require any additional information.

Thank you,

A handwritten signature in black ink, appearing to read "C. Cardoza". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Catherine Cardoza
Administrative Director

Encls (2)



TITLE: RATIFICATION OF AGREEMENT NO. R21-03764 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR SECURITY FENCING PROJECT AT BERYLWOOD ELEMENTARY SCHOOL

Business & Facilities
Consent #25

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District requires inspection services on an as-needed basis at the security fencing project at Berylwood Elementary School. These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc.

Fiscal Analysis

Project

Estimated Cost

Berylwood ES Security Fencing & Landscape Improvements

\$2,460.00

Actual cost will be based on actual inspection services performed. Said Agreement is attached as Exhibit "A". These services are based on a billing rate of \$82.00 per hour, and will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement No. R21-03764 Between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. for Inspection Services for Security Fencing Project at Berylwood ES.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R21-03764 Between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. for Inspection Services for Security Fencing Project at Berylwood ES.

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT R21-03764

INSPECTION SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **June 21, 2021**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Inspector Services.

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


NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of an Inspector for the Security Fencing & Landscape Improvements at Berylwood ES.**
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Inspector Services for the Assigned Project set forth in the Agreement.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated June 21, 2021, the Inspector Firm designates Duncan McKay as the Inspector for this Assigned Project. The hourly billing rate of \$82.00 per hour for the on-site inspection work by the Project Inspector designated for the Assigned Project is not subject to adjustment. This inspection will occur on an as-needed basis.
4. Assigned Project Contract Price. The Contract Price for completing Inspector Services for the Assigned Project is an **estimated not-to-exceed amount of Two-Thousand, Four-Hundred and Sixty Dollars (\$2,460.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for the Inspector designated for the Assigned Project to complete Inspector Services, multiplied by the applicable hourly rate. Billings for Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established approximately one-hundred sixty-five (165) calendar days for the Contractor to complete construction of the project ("Construction Time"). The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

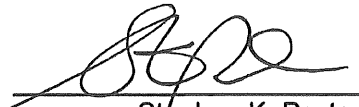
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: 
Title: Ron Todo
Associate Superintendent, Business
& Facilities

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: 
Title: Stephen K. Payte
Vice President

Proposal for Inspection Services

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

June 21, 2021

Please accept this as our proposal for on-call Inspection Services for the non-DSA fencing project at Berylwood Elementary School as described below:

We will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$82.00 per hour for the duration of the project. Total cost for this project will not exceed \$2,460.

As always, we appreciate the continued opportunity to work with the District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



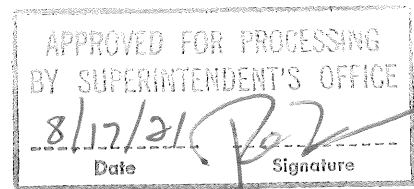
STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com

www.DSAinspections.com



**TITLE: RATIFICATION OF ADDITIONAL SERVICES NO. 1 TO AGREEMENT
 NO. R20-02607 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT
 AND RACHLIN PARTNERS**

Business & Facilities
Consent #26

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

On December 17, 2019, the Board of Education approved Agreement R20-02607 in the amount of \$391,965.00 for the design services for a New CTE Building at Santa Susana High School

Acoustical and audio-visual design and engineering is required for the new Black Box Theater.

Fiscal Analysis

Additional Services No. 1 to Agreement No. R20-02607 (Exhibit "A") is for a **total fixed-fee of \$37,700.00.**

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

Additional Services No. 1 to Agreement No. R20-02607 is presented for Board of Education ratification.

On a motion # 29, by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Additional Services No. 1 to Agreement No. R20-02607 Between Simi Valley Unified School District and Rachlin Partners.

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



SIMI VALLEY UNIFIED SCHOOL DISTRICT

ADDITIONAL SERVICES AGREEMENT NO. 1

TO AGREEMENT R20-02607 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS

This Additional Services Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **RACHLIN PARTNERS** ("Architect").


Architect is authorized to provide the following Additional Services to include additional scope associated with increasing fee from \$391,965.00 to \$429,665.00 to accommodate for the acoustical and audio-visual design and engineering for the Black Box Theater, per the attached proposal received from Architect.

The terms and conditions of Agreement A18.074 for Ongoing Architect Services, apply to these additional services.

Compensation:

Compensation for these additional services shall be a Total Additional Fee of **Thirty-seven thousand, seven hundred Dollars (\$37,700.00)** as further described on the attached Proposal from Architect.

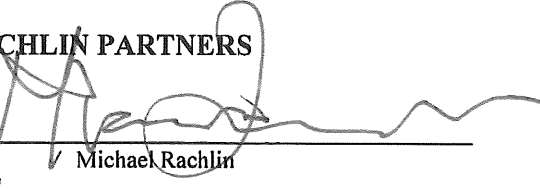
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo

Dated: 7/21/2021

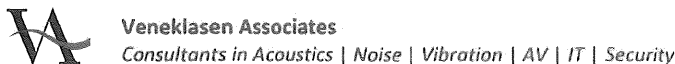
Title: Associate Superintendent Business & Facilities

RACHLIN PARTNERS

By: 
Michael Rachlin

Dated: 7-19-21

Title: Partner



March 30, 2021

Rachlin Partners
8640 National Boulevard
Culver City, California 90232

Attention: **Richard Ingrassia | AIA, LEED AP | Partner**

Subject: **Santa Susana High School Black Box Theater; Simi Valley, California**
Acoustical and Audio-Visual Consultation and Design; Veneklasen Proposal No. 21.0302

Dear Richard:

Veneklasen Associates (Veneklasen) appreciates the opportunity to present this proposal to Rachlin Partners to provide Acoustical and Audio-Visual Consultation and Design Services for the subject project. This proposal is based upon the plans provided and our experience on similar projects.

Veneklasen Associates, Inc is a DBE and Woman Owned. Founded in 1947, is the most prominent and innovative acoustical consulting firm in the world. Our services encompass architectural acoustics, environmental acoustics, audio-visual (AV), information technology (IT), security, and noise and vibration mitigation. With a focus on providing inventive and attractive solutions for acoustical enhancements or corrective measures for unacceptable levels of noise and vibration, Veneklasen Associates has the expertise, experience, and the tools needed to serve all of our clients' needs. We continuously challenge ourselves to strive for excellence and stay at the cutting edge of our industry in order to provide the best solutions possible.

We have divided our proposal into the following exhibits:

- | | |
|-------------------|--|
| Exhibit 1: | Scope of Work and Services |
| | [1A] Acoustical Consultation and Design |
| | [1B] Audio-Visual Consultation and Design |
| Exhibit 2: | Professional Fees and Reimbursable Expenses |
| Exhibit 3: | Veneklasen Associates, Inc. General Terms & Conditions |

If this proposal is acceptable, please sign where indicated below and return one original to our office. If you have any questions, please do not hesitate to contact me.

Thank you for the opportunity.

Respectfully submitted,
Veneklasen Associates, Inc.

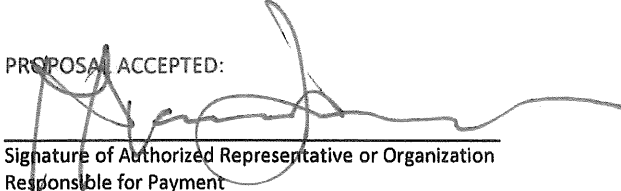
A handwritten signature in black ink that reads "James Good".

Jim Good
Principal



Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 2 of 11

PROPOSAL ACCEPTED:


Signature of Authorized Representative or Organization
Responsible for Payment

7-19-21

Date

Michael Rachlin
Typed, Name

Rachlin Partners
Firm Responsible for Payment

Please observe that all proposal and technical information, including scope of work and proposal fee for services are given to you in confidence, are proprietary information and are not to be disclosed or disseminated to others. This proposal is valid for ninety days; beyond that date Veneklasen reserves the right to adjust the quoted Fees and/or Scope of Work as applicable.

BILLING CONTACT INFORMATION:

Veneklasen Associates utilizes an electronic paperless billing system; please complete the section below to facilitate our efforts:

Name: Susan James Email: SJames@rachlinpartners.com

Mailing Address: 8640 National Blvd. Culver City, Ca 90232

Direct Dial Phone: (310) 204-3400

Client's Project Number: _____

If special handling is required, e.g. hard copy back up, supplemental invoices, please provide specific instructions:



Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 3 of 11

EXHIBIT 1A: PROPOSED SCOPE OF WORK FOR ACOUSTICAL CONSULTATION AND DESIGN

SCOPE OF WORK

We understand that the project consists of a new 8,130 SF 154-seat Black Box Theater for Santa Susanna High School located at 3570 Cochran St in Simi Valley, CA. The project includes scenery construction, lobby, tickets, dressing rooms, classroom, offices, control room and mechanical/structural space.

SCOPE OF SERVICES

I. DESIGN CRITERIA

A. Establish Acoustical Criteria

1. Meet with client and/or client's representative to discuss client's acoustical design goals for the project. Meeting may take place in person or via telephone conference. A maximum of one (1) meeting is assumed.
2. Consider applicable project design requirements, such as Division of the State Architect (DSA) and California Green Building Code compliance.
3. Review existing documents in terms of their acoustical significance. Where there are options, elaborate on the acoustical significance of each option by providing comments in writing.

II. DESIGN PHASES

A. Exterior Noise Transmission *(to meet the prevailing Building Code requirements, Simi Valley USD Standards, CALGreen, and project design requirements)*

1. Review the applicable Building Codes – Simi Valley USD, CALGreen – for maximum interior noise levels for educational buildings from exterior, environmental noise sources.
2. Develop criteria for interior noise levels based on the projected use of the buildings, the exterior noise levels and the aforementioned agencies.
3. Review the location of the project relative to current and future environmental noise sources and compile relevant information such as traffic volumes and noise contours, as applicable.
4. Make one (1) site visit to make short term exterior ambient noise measurements and note existing environmental noise sources and noise-sensitive areas around the site.
5. Prepare a computer model that describes the exterior noise levels based on project features. Predict the noise level as a function of location on the exterior of the building.
6. Calculate the interior noise level based on the window, exterior wall, and roof constructions. Provide recommendations for the construction of the building shell including walls, roof, doors and windows to satisfy the acoustical design criteria.
7. Summarize the measurements, analysis, and recommendations, including an acoustical specification for the glazing, in a preliminary report suitable for submission to the prevailing code agency.
8. Finalize the glazing requirements based on final exterior façade design and develop an acoustical glazing specification suitable for incorporation into the contract documents.
9. Assist in the coordination of this information with the design team.

B. Architectural Sound Isolation

1. Review the Architect's selections for the construction of core walls including mechanical/electrical rooms, duct shafts, toilet rooms, etc. Provide comments as required.
2. Review the Architect's interior wall, partition and door type selections, with a particular focus on the sound isolation requirement for the Black Box Theater; provide comments as required.
3. Provide recommendations for partition plan, section and intersection details as necessary to supplement the Architect's details.



Santa Susana High School Black Box Theater
 Acoustical and Audio-Visual Consultation and Design
 Veneklasen Proposal No. 21.0302
 March 30, 2021 – Page 4 of 11

4. Provide acoustical door details. Provide acoustical specification sections as required.
 5. Assist in the preparation of specifications for incorporation of the materials defined in the acoustical details.
- C. Acoustical Finishes and Room Shaping – Black Box Theater**
1. Develop optimal reverberation and acoustical criteria for the various functions. From these criteria, determine the best compromise design goals for the determination of minimum room volume, acoustical properties and the shaping of internal surfaces.
 2. Determine the type and location of acoustical finishes of walls, ceilings, and seating areas to control reverberation and noise levels.
 3. Calculate the amount of sound absorptive material required to satisfy the design criteria.
- D. Structural**
1. Review the structure – including floor slabs, roof elements, etc. - for sound isolation for building mechanical equipment. Provide recommendations, if required.
- E. HVAC Noise and Vibration Control**
1. Provide special recommendations for the control of noise and vibration from HVAC systems. Cooperate with the Architect and Mechanical Engineer to develop special low-noise air distribution arrangements.
 2. Comment and suggest refinements on basic system choices, component selections and duct and pipe layouts selected by the HVAC Engineer. The purpose is to minimize noise and vibration at the source.
 3. Provide recommendations for supply and return air sound traps for air moving equipment. Provide sample sound trap selections and a specification.
 4. Provide maximum noise specifications for air handling units, fans, VAV boxes, diffusers and grilles.
 5. Provide vibration isolation recommendations for all HVAC equipment with a schedule, specification and details.
- F. Electrical Noise Control**
1. Provide review of details for penetrations for electrical services in sound-rated walls and ceilings.
 2. Provide noise and vibration control for transformers and other electrical equipment.
- G. Design Coordination Meetings**
1. Attend up to two (2) design coordination meetings. The meetings will be in-person or online, upon client request.
- H. Document Review**
1. Review progress documents a maximum of two (2) times and provide a report for each review.

III. CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Submittals

1. We will limit review of any single item to two (2) times, maximum. Review shop drawings and submittals on items that we specify including but not limited to:
 - a. Acoustical finishes/special treatment
 - b. Sound traps (HVAC)
 - c. Duct lining (HVAC)
 - d. Vibration isolation (HVAC)
 - e. Equipment noise (HVAC)



Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 5 of 11

B. Clarifications

1. Assist in the preparation of answers to RFI's, etc.
2. Answer questions raised on the phone or in writing as the construction progresses.

C. Site Project Meetings and Observations

1. Provide a maximum of two (2) job site construction meetings and/or field observations at key construction periods.
2. Provide observation reports and/or punch lists.

IV. NOT IN SCOPE

A. Additional Services. If any of the services are required, VA can provide a service fee.

1. Attendance at meetings, drawing reviews, submittal reviews beyond those described in the Scope of Services.
2. Acoustical Modeling.
3. Attendance at hearings or public presentations related to the project.
4. Value engineering, or work as a result of value engineering after the completion of Construction Documents.
5. Site vibration measurements as part of the environmental study.
6. Post-construction acoustical testing.
7. Opinions of probable cost (not offered).

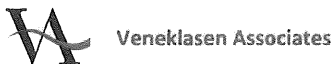


EXHIBIT 1B: PROPOSED SCOPE OF WORK FOR AUDIO-VISUAL CONSULTATION AND DESIGN

We provide, below, our assumptions regarding the needs of the audio-visual system that will be provided in our documents. During the Programming and Schematic phase, the requirements of the audio-visual system will be defined and documented by us and approved by the Owner, prior to proceeding with preparation of Design Development drawings.

SCOPE OF WORK

AV systems will include the following anticipated elements and systems.

Black Box Theatre

Audio Video Input Panels
 Portable Speaker System
 Audio Mixer
 Production Intercom

Video Production

Video Production Switcher
 Production Cameras
 Program/Preview Monitors

SCOPE OF SERVICES

I. DESIGN PHASE

A. Programming

1. Meet with the user groups to discuss their objectives for the audio-visual systems. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.
2. Develop a programming document for review and approval that includes the following information:
 - a. Summarize information determined from meeting.
 - b. Description of major systems and functions.
 - c. Alternatives.
 - d. Space requirements for control rooms, storage, etc.
 - e. Preliminary system budgets.

B. Schematic Phase

Based upon the approved program develop the design to the following level:

1. Establish space requirements for control rooms, equipment and equipment storage.
2. Establish requirements for special electrical power, grounds, etc.
3. Prepare Basis of Design narrative
4. Provide an engineer's opinion of probable cost for the installed systems.
5. Respond to comments associated with the Programming Report.
6. Provide equipment layout plan.

C. Design Development Phase

1. Prepare drawings that will be upgraded in terms of detail to become the final contract documents. These drawings will include:
 - a. Loudspeaker locations and types.
 - b. Equipment location plan.
 - c. Sound system receptacle (microphone, auxiliary inputs, etc.) locations.
 - d. Control and equipment room layouts.



Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 7 of 11

- e. Video screen size and locations.
 - f. Preliminary details.
- 2. Provide heat load data and equipment power requirements.
 - 3. Provide special attachment requirements.
 - 4. Provide structural load information.

D. Contract Documents

- 1. Finalize contract drawings including the following:
 - a. Symbols, general notes.
 - b. Rack elevations.
 - c. Functional diagrams.
 - d. Wire specifications.
 - e. Final locations for audio-visual system components.
 - f. Speaker hanging and aiming details, as needed.
 - g. Facility panel details.
- 2. Complete audio-visual performance specifications including system programming specifications and other specification sections, as required.
- 3. Prepare final system cost estimates.

E. Meetings

- 1. Attend a maximum of 4 meetings during the design process. We have allocated one (1) meeting during the Programming phase with the Owner or their representatives and three (3) meetings in the design or construction documents phase.

F. Document Submittal and Coordination

- 1. Coordinate with the architectural and other consultants as required.
- 2. Submit audio-visual system documents and specifications a maximum of three (3) times during the design process. We anticipate submitting 50%, 90%, and 100% Construction Documents packages.
- 3. Drawings will be submitted in AutoCAD. If Revit or BIM documentation is required, this will be performed as an additional service.
- 4. Specifications will be submitted in Microsoft Word format.

II. BIDDING NEGOTIATION AND CONSTRUCTION CONTRACT AWARD

A. Bidding

- 1. Provide a list of approved contractors.
- 2. Respond to questions provided by the bidders to the audio-visual drawings and specifications.
- 3. Review the audio-visual systems bids. Advise the owner and architect on the acceptability of the bidder's proposals. We will review qualified bids for the project once. We require the receipt of one (1) package including all Contractor bids. We have provided a review of a maximum of three (3) Contractor bids.

III. CONSTRUCTION ADMINISTRATION

A. Shop Drawings, Submittals and RFI's

- 1. Review audio-visual shop drawings and submittals. We will limit our review of any single item to one time, maximum. We require that the Contractor provide one (1) submission of the entire system. Partial submittals are not acceptable.



Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 8 of 11

2. Review and respond to contractor and vendor RFI's.
3. Review and respond to audio-visual systems operation and maintenance manuals.

B. Observation Visits

1. Provide one (1) observation visit to the project site.
2. Prepare observation reports and punch list, as required.

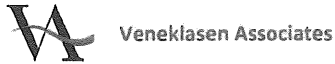
IV. PRINCIPAL ASSUMPTIONS AND EXCLUSIONS

A. Assumptions

1. Plotting and printing of drawings and specifications for distribution to the owner and project team will be by the architect or others.
2. All fees are in current dollars as of the date of this proposal. Should the work be delayed beyond a reasonable, orderly and continuous progress of the project, fees may be equitably adjusted for escalation and inflation.

B. Additional Services/Exclusions

1. Consideration of any space or feature not listed above in "Scope of Work"
2. Computer hardware and software not directly related to the audio-visual system.
3. CCTV, MATV, Voice and Data Telecommunications
4. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
5. Value engineering or redesign after completion of contract documents.
6. Attendance at hearings, planning commission meetings, etc.
7. Revisions to previously performed work caused by changes to the original design criteria.
8. Preparation of construction documents for alternates.
9. Split project or construction documents into separate bid packages.
10. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
11. Record Drawings.



Santa Susana High School Black Box Theater
 Acoustical and Audio-Visual Consultation and Design
 Veneklasen Proposal No. 21.0302
 March 30, 2021 – Page 9 of 11

EXHIBIT 2: PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

NOTES

1. Our Scope of Work and proposed Fees are based on information provided at the time this submittal was prepared.
2. From RFP, we calculate the installed equipment cost of the Audio-Visual systems to be approximately \$180,000.
3. The breakdown by phase is for the convenience of the architect and owner; we reserve the right to distribute the total fees as required.
4. Our fees do not include Reimbursable Expenses; please see our General Terms & Conditions, for further clarification. We will invoice reimbursable expenses, not included in total contract amount, as stated in our General Terms and Conditions.

ACOUSTICS

PHASES	FIXED FEE
Design Criteria	\$1,400.00
Schematic Design (includes Exterior Noise Environment)	\$4,800.00
Design Development	\$6,250.00
Construction Documents	\$3,700.00
Construction Administration	\$2,800.00
TOTAL	\$18,950.00

AUDIO-VISUAL

PHASES	FIXED FEE
Programming	\$1,500.00
Schematic Design	\$2,250.00
Design Development	\$4,950.00
Construction Documents	\$6,750.00
Bid Review	\$450.00
Construction Administration	\$2,850.00
TOTAL	\$18,750.00



Veneklasen Associates

Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 10 of 11

EXHIBIT 3: VENEKLASEN ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

Veneklasen Associates Inc. (VA) will perform the services specified in the Scope of Work contained in the accompanying proposal in accordance with the following Terms and Conditions. Where an Authorization to Proceed is generated for a project, VA's General Terms and Conditions shall be utilized as the basis for the agreement until the executed contract is received.

A. COMPENSATION

1. Basic Services

Client will compensate VA for professional services on a *Fixed Fee* or *Time-and-Materials* basis, as specified in the proposal.

Time-and-Materials: If VA's proposal indicates that work will be performed on an hourly basis, the following compensation rates will apply: Principal (Associate I), \$260/hour; Associate Principal (Associate II), \$210/hour; Senior Associate (Associate III), \$190/hour; Associate IV, \$160/hour; Associate V, \$140/hour; Associate VI, \$120/hour. Hours in excess of an eight-hour day will be charged at the standard hourly rates without premium. Hours spent as an expert witness for the Client, in a deposition or as a witness in court shall be charged at twice the prevailing hourly rates. Acoustic modeling will be charged at a rate of \$180 per hour.

2. Additional Services

Additional Services will be performed on an hourly, *Time-and-Materials* basis at the compensation rates listed in paragraph A.1.

3. Reimbursable Expenses

The following services and costs are considered reimbursable and are not included in the estimated fee unless specifically noted in the accompanying proposal: automobile mileage will be billed at a rate equal to the IRS allowance/mile; parking fees; airfare (business class); ground transportation, lodging and meals for projects away from the Los Angeles area; long distance telephone charges, special mailing or messenger services; the reproduction of drawings and photo reproduction, rental equipment, security services for personnel and equipment, services of outside consultants, etc. These services and costs will be billed at VA's cost plus a 10% administrative charge.

4. Billing and Payment

The Client recognizes that prompt payment for VA's services is a material part of the consideration of this agreement. Invoices will be submitted monthly by VA and will include a daily record of time for each category of Associate. Invoices shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of the invoice, the Client shall so notify VA in writing within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The Client shall pay VA for services performed in United States Funds drawn upon United States Banks.

5. Changed Conditions

The Client has relied on VA's judgment in establishing the Scope of Work and Estimated or Fixed Fee for the project and VA will use its best efforts to complete the work within those stipulated fees. The Client recognizes that there are justifiable reasons for an increased cost for the work including but not limited to the following: (a) occurrences or discoveries that were not originally contemplated or known by VA; (b) changes in the project scope or requirements in general, which on design projects may require changes in plans and specifications; (c) unusual or unexpected delays or interruption of the work; (d) additional work required by VA resulting from decisions by the Client or others to disregard VA's recommendations; (e) on design projects, deviations during construction from approved drawings and specifications which result in the requirements for additional work by VA.

B. COORDINATION WITH OTHERS

It is understood that our work will be coordinated by the Client's Project Director with consultation by the Client and his representatives as required. All information furnished by us will be directed to the Client's Project Director.

C. RESPONSIBILITIES OF THE CLIENT

It is understood that the Client has certain responsibilities to VA including but not limited to informing VA on the initial project requirements, conditions, constraints, schedule and budgets; informing VA on changes in requirements or schedule during the course of the work. In addition, the Client recognizes that VA cannot accept a partial assignment on a project and on construction projects, VA must be engaged through the completion of construction, and where appropriate, early use.

D. CONSTRUCTION OBSERVATION

VA shall visit the project during construction in accordance with the proposal to determine that the work is proceeding in general accordance with its recommendations contained in the contract documents. Since VA has not been retained to make detailed inspections or to provide exhaustive or continuous project review and observation services, VA does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

E. JOBSITE SAFETY

The Client agrees that the General Contractor is solely responsible for jobsite safety and agrees that VA shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

F. STANDARD OF CARE

Services performed by VA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

G. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to the Client and VA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of VA, and the VA's consultants, to the Client and to the general Contractor and its subcontractors, and suppliers, or any other third party, on the Project for any and all liability, claims, demands, damages, expenses (including attorneys, expert and administrative fees) (hereinafter "Liability") from any cause or causes, so that the total aggregate liability of the VA, and its consultants, to all those named shall not exceed \$50,000.00, or the VA's total fee for services rendered on this Project, whichever is greater. This limitation of liability includes, but is not limited to, allegations or proof of negligence, indemnity, breach of contract, strict liability, or warranty or any other claim or cause of action.

H. INDEMNIFICATION

To the fullest extent permitted by law, Client hereby agrees to defend, indemnify, and hold harmless VA and its Clients, employees, and agents (hereinafter "VA PARTIES") from and against any and all claims arising out or caused by the negligence or intentional acts of Client, General



Santa Susana High School Black Box Theater
Acoustical and Audio-Visual Consultation and Design
Veneklasen Proposal No. 21.0302
March 30, 2021 – Page 11 of 11

Contractors, Sub-Contractors, Material Suppliers or any third party. However, Client has no obligation to defend, indemnify, or hold harmless VA PARTIES in the event that the claim was caused by the sole negligence or intentional acts of VA.

I. CERTIFICATE OF MERIT

The Client shall make no claim for professional negligence either directly or in a third-party claim, against VA unless the Client has first provided VA with a written certification executed by an independent professional currently practicing in the same discipline and in the same geographic region as VA. This certification shall a) contain the name of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an acoustician performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation and how it caused damage to the Client. This certificate shall be provided to VA not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

J. MEDIATION

All claims, disputes, and other matters in question between the parties to this agreement, arising out of services provided under this agreement shall be mediated between the parties prior to resorting to formal litigation.

K. SUSPENSION

Upon written notice to VA, the Client may suspend VA's work. The Client shall compensate VA for all services including reimbursable expenses performed prior to the receipt of the written notice. Should the work be resumed more than six months from the date of suspension, the Estimated Cost of the work shall be re-negotiated. VA reserves the right to suspend services immediately in the event any fees remain unpaid beyond thirty (30) days after the presentation of VA's invoice. VA will not be responsible for any damages claimed by Client or Owner including delay or any other consequential damages arising out of VA's invoking suspension of its services due to said lack of payment.

L. TERMINATION

Either Client or VA can terminate this Agreement, without cause, upon ten (10) days written notice to the other party. The Client shall compensate VA for all services including reimbursable expenses performed prior to the receipt of the written notice.

M. ATTORNEYS FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney and expert fees and other litigation related expenses.

N. GENERAL

1. Ownership of Instruments of Service

All reports, sketches, plans, specifications, field data and notes and other documents, including all documents of electronic media, prepared by VA as instruments of service shall remain the property of VA.

2. Opinions of Probable Cost

In providing opinions of probable construction cost, the Client understands that VA has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. VA makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3. Extent of Agreement

The Agreement which consists of the Proposal and General Terms and Conditions, comprises a final and complete repository of understandings between the Client and VA. The Client and VA agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

4. Governing Law

The laws of the State of California will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

5. Unforeseen Circumstances

VA shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control.

6. Proposal Duration

This proposal is valid for ninety (90) days. Beyond that date, Veneklasen Associates reserves the right to adjust the quoted Fees and/or Scope of Work as applicable.

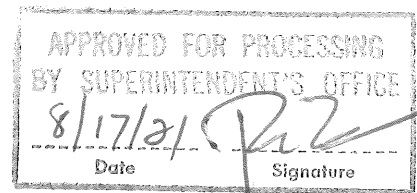
7. Distribution of Fees

The breakdown by phase is for the convenience of the Client and Owner; VA reserves the right to distribute the total fees as required to meet its requirements.

Standard Rates

*** END ***

January 15, 2020



TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS UNDER CUPCCA AND AGREEMENTS; APRIL 5, 2021 TO AUGUST 8, 2021

Business & Facilities
Consent #27

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between April 5, 2021 and August 8, 2021.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA between April 5, 2021 and August 8, 2021 is **\$576,943.06** as shown on Exhibit "A".

Recommendation

It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Measure X Funded Field Contracts Under CUPCCAA and Agreements; April 5, 2021 to August 8, 2021.

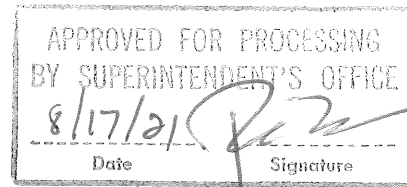
Ayes: LaBelle
Smollen
Bagdasaryan
Blough
Jubran Noes: 0 Absent: 0 Abstain: 0

Exhibit A

EXHIBIT "A"

MEASURE X FIELD CONTRACTS UNCR CUPCCAA AND AGREEMENTS FROM 4/5/2021 - 8/8/2021

Req Date	Req #	PO #	Vendor	Total Amt	Comment
4/8/2021	R21-03134	P21-02942	EMPIRE CABLING, INC.	\$ 8,517.37	RHS CABLE FOR PA ELECTRICAL ROOM
4/12/2021	R21-03190	P21-03108	VENTERRA ENVIRONMENTAL, INC.	\$ 8,470.00	RHS ASBESTOS ABATE RHS BOYS LOCKER
4/12/2021	R21-03200	P21-03454	PORTA-STOR	\$ 670.00	HMS PORTABLE RENTAL CLASS RENO
4/16/2021	R21-03323	P21-03032	TC SECURITY SYSTEMS	\$ 850.00	BW FIRE ALARM REPAIR SEC/FENCE/LS
4/16/2021	R21-03325	P21-03036	TC SECURITY SYSTEMS	\$ 700.00	GG FIRE ALARM REPAIR MPR
4/16/2021	R21-03377	P21-03241	APPLIED TECHNOLOGY GROUP, INC.	\$ 15,413.22	RHS SITE SURVEY FOR ANTENNA COVERAGE
4/21/2021	R21-03384	P21-03432	UNIQUE MOVING & STORAGE	\$ 11,200.00	SVHS MOVING MPR CHOIR
4/29/2021	R21-03453	P21-03456	MISSION PAVING & SEALING, INC	\$ 29,150.00	VVMS REPAIR PAVING BB COURTS
4/29/2021	R21-03454	P21-03584	PRIME PAINTING CONTRACTORS	\$ 2,700.00	SVHS PAINTING QUAD
4/29/2021	R21-03457	P21-03405	LIMASOL CONSTRUCTION, INC.	\$ 6,500.00	SVHS REPAIR PORTABLE MPR
5/3/2021	R21-03472	P21-03527	EMPIRE CABLING, INC.	\$ 18,807.27	SMS REMOVE/REPLACE INTERACTIVE BOARDS
5/4/2021	R21-03489	P21-03327	VENCO WESTERN INC.	\$ 5,000.00	SYCAMORE NTE CONTRACT
5/12/2021	R21-03549	P21-03565	RLD FIRE PROTECTION	\$ 850.00	SSHs FLOW TEST BLACK BOX THEATER
5/13/2021	R21-03557	P21-03385	FINISH LINE PAVING INC.	\$ 5,880.00	SVHS PAVING MPR PORTABLES
5/17/2021	R21-03581	P21-03566	UNIQUE MOVING & STORAGE	\$ 2,865.00	RHS MOVING CHOIR MPR
5/17/2021	R21-03582	P21-03434	UNIQUE MOVING & STORAGE	\$ 4,925.00	SVHS MOVING CLASS RENO BLDG C
5/18/2021	R21-03589	P21-03458	EMPIRE CABLING, INC.	\$ 2,535.17	RHS CABLING
5/19/2021	R21-03593	P21-03389	PORTA-STOR	\$ 2,250.00	SVHS SEATRIN RENTAL MPR
5/20/2021	R21-03598	P21-03569	IVS COMPUTER TECHNOLOGY	\$ 1,350.00	SVHS CALIBRATION BLDG C
5/20/2021	R21-03602	P21-03370	NORA SYSTEMS, INC.	\$ 99,155.10	HMS FLOORING CLASS RENO
5/28/2021	R21-03674	P21-03578	MACKEY ELECTRIC	\$ 43,388.00	RHS ELECTRIC PATH OF TRAVEL LIGHTS MPR
6/3/2021	R21-03695	P21-03459	OFFICE DEPOT	\$ 38.92	SSS PACKING TAPE
6/8/2021	R21-03714	P21-03540	KELLY CLEANING & SUPPLIES	\$ 5,016.00	SSES CLASS CLEANING CLASS RENO
6/21/2021	R21-03764	P21-03590	STEPHEN PAYTE DSA INSPECTIONS	\$ 2,460.00	BW IOR SEC/FENCE/LS
6/21/2021	R21-03765	P21-03582	SCOTT & SONS ELECTRIC	\$ 60,000.00	VISTA ELECTRICAL CLASS RENO
6/22/2021	R21-03769	P21-03558	DEPT OF GEN'L SVCS/DSA-LA	\$ 58,750.00	SSHs DSA FEES
6/22/2021	R21-03770	P21-03571	TC SECURITY SYSTEMS	\$ 425.00	HH FIRE ALARM DSA
6/22/2021	R21-03771	P21-03572	TC SECURITY SYSTEMS	\$ 689.00	MTN VIEW FIRE ALARM DSA
6/22/2021	R21-03772	P21-03573	TC SECURITY SYSTEMS	\$ 689.00	WO FIRE ALARM DSA
7/20/2021	R21-03796	P21-03593	PACIFICOM, INC.	\$ 8,950.00	HMS REMOVE/INSTALL INTERACTIVE BOARDS
7/2/2021	R22-00579	P22-00515	ACE CLEANERS	\$ 5,342.85	RHS DRY CLEAN BAND UNIFORMS
7/6/2021	R22-00592	P22-00447	FENCE FACTORY	\$ 55,158.45	MTN VIEW SEC FENCE LS
7/8/2021	R22-00629	P22-00315	SIGNARAMA VENTURA	\$ 1,168.53	ARROYO SIGNS
7/8/2021	R22-00632	P22-00318	SIGNARAMA VENTURA	\$ 1,168.53	BERYLWOOD SIGNS
7/12/2021	R22-00651	P22-00448	LIMASOL CONSTRUCTION, INC.	\$ 25,000.00	SVHS PAINTING REPAIRS QUAD
7/14/2021	R22-00673	P22-00449	LEE CONSTRUCTION COMPANY	\$ 32,323.00	SSHs PREP AC PAVING BLACK BOX
7/20/2021	R22-00701	P22-00701	HN CONSTRUCTION SERVICES	\$ 15,975.00	MTN VIEW PORTABLE P-2 CERT CLOSEOUT
7/21/2021	R22-00711	P22-00451	LEE CONSTRUCTION COMPANY	\$ 17,367.00	WO PORTABLES NEW ADMIN
7/21/2021	R22-00714	P22-00452	EMPIRE CABLING, INC.	\$ 1,915.00	SSES CALIBRATION CLASS RENO
7/22/2021	R22-00724	P22-00724	HN CONSTRUCTION SERVICES	\$ 9,350.00	WHITE OAK PORTABLES NEW ADMIN
7/29/2021	R22-00773	P22-00773	CAL-STATE SITE SERVICES	\$ 759.26	SVHS FENCE RENTAL MPR PORTABLE BLDG.
7/29/2021	R22-00781	P22-00781	TC SECURITY SYSTEMS	\$ 1,300.00	MTN VIEW FIRE ALARM DISCONNECT P2
7/30/2021	R22-00792	P22-00494	TC SECURITY SYSTEMS	\$ 400.00	RHS FIRE ALARM REPAIR BOYS LOCKER
8/6/2021	R22-00893		MUSIC & ARTS	\$ 1,521.39	SVHS REPLACE INSTRUMENT
			TOTAL FIELD CONTRACTS/AGM 4/5/2021-8/8/2021	\$ 576,943.06	



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

Business & Facilities
Consent #28

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The bond management program would like to continue using Procore project management software, which renews on an annual basis. The current subscription was through June 28, 2021. The Procore subscription annual fee is based on the construction value, of approximately \$22 million, of projects utilizing the management software.

Fiscal Analysis

Last year's annual subscription cost was \$40,598.00 based on the construction value of projects using Procore. This year's annual subscription through June 28, 2022 will be **\$40,598** based on a total of approximately \$22 Million in projects using Procore per the attached proposal (Exhibit "A").

This purchase will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve the Annual Subscription for Project Management Software from Procore through June 28, 2022.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the Annual Subscription for Project Management Software from Procore through June 28, 2022.

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

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

EXHIBIT A**PROPOSED BY:**

Adriana Nelson
adriana.nelson@procure.com
+1 512-593-5495

ORDER FORM	
Customer Name	Simi Valley USD
Quote Number	Q234983

Subscription Info	
Subscription Start Date	June 29, 2020
Subscription Type	Renew Subscription
Service Start Date	June 29, 2021
Initial Term Months	12
Renewal Term Months	12
Billing Frequency	Annual
Payment Terms	Due Upon Receipt
Payment Method	Check
Multi Year Paid up Front	
Currency	USD
Offer Valid Through	July 15, 2021

THIS IS NOT AN INVOICE – PRICES QUOTED BELOW ARE ESTIMATES

INVOICE INFORMATION	
Invoice Dates	Estimated Invoice Amounts (Excludes Taxes)
06/29/21 - 06/28/22	\$40,598.00
Total Invoice Amounts	\$40,598.00
Next Invoice Amount	\$40,598.00

SUBSCRIPTION INFORMATION					
Product	UOM	QTY	Project Cap	Service Period	Annual Fees
Project Management Pro	ACV (MM)	22.000000	200	06/29/21 - 06/28/22	\$34,054.00
Quality & Safety	ACV (MM)	22.000000	200	06/29/21 - 06/28/22	\$6,544.00

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

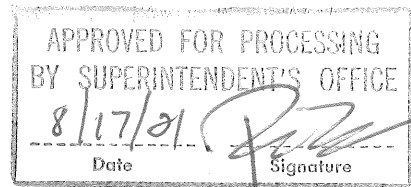
SPECIAL TERMS
This Agreement supersedes any prior Agreements between the Parties regarding Customer's purchase of Software and Services from Procure.

BILL TO	SHIP TO
Simi Valley USD	Simi Valley USD
Lori Rubenstein	Lori Rubenstein
101 West Cochran	101 W. Cochran

Orders_Order_Form_V3.1.docx

DocuSign Envelope ID: 70E366F3-60CD-4466-98A3-0B0A053BAB7C

Simi Valley, CA 93065 United States lori.rubenstein@simivalleyusd.org	Simi Valley, CA 93065 United States lori.rubenstein@simivalleyusd.org
TERMS AND CONDITIONS The Prices shown above have been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the prices displayed above, and are the true and binding totals for this order. Prices quoted do not include taxes. By signing this Order Form, I am authorized to place this order on behalf of the Customer and agree to all payments that are due to Procore, and Customer hereby agrees to all the terms and conditions of this Order Form and the Procore Subscription Terms ("Terms") as outlined at https://mkt-cdn.procore.com/legal/procore_MSA_V1_2019.pdf . The Product(s) purchased above are further described in the table below. Please note that if this is an upgrade to your current subscription, then the table below shall only reflect your new or changed products. The Order Form and Terms constitute the entire agreement between Procore and Customer, superseding any other terms (including, but not limited to, the terms of any Customer purchase order).	
PO #:	Tax Exempt:
Simi Valley USD ("Customer") Signature: _____ Name: _____ Title: _____ Date: _____	Procore Technologies, Inc. ("Procore") Signature: _____ Name: _____ Title: _____ Date: _____



**TITLE: APPROVAL OF AGREEMENT NO. R22-00853 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND P2S, INC. FOR THE DESIGN AND
ENGINEERING OF THE DISTRICT WIDE NOTIFICATION SYSTEM**

Business & Facilities
Consent #32

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District is in the process of upgrading the District wide clocks, bells, and notification system throughout the District. This will include, but not limited to: 28 school sites; 900 classrooms, administration offices, principal offices and MPR, Field Office, M&O/Transportation and the District Office.

Fiscal Analysis

Agreement No. R22-00853 (Exhibit A) is for providing a design and engineering services for the District Wide Notification Project for an estimated amount of \$327,500.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. R22-00853 Between Simi Valley Unified School District and P2S, Inc. for the Design and Engineering of the District Wide Notification System.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, approved Agreement No. R22-00853 between Simi Valley Unified School District and P2S, Inc. for the Design and Engineering of the District Wide Notification System.

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

**PROJECT ASSIGNMENT AMENDMENT
AGREEMENT A19.267
District Wide Notification System Install Project, Requisition R22-00853**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and P2S, Inc. ("Engineer") as of August 18, 2021.

Whereas, the District entered into a written Agreement entitled Agreement A19.266 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: **District wide: 28 school sites, District Office, M&O / Transportation Offices and Field Office, design and engineer the District wide notification system, per the attached Proposal from Engineer dated August 3, 2021, for Statement of Understanding and Scope Only. See Exhibit B.**
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not applicable to this agreement.
3. Assigned Project Basic Services. The Basic Services for this Assigned Project are:
Provide schematic design and engineering through closeout for the District wide: 28 school sites, District Office, M&O / Transportation Offices and Field Office, design and engineer the District wide notification system, including walking the sites to field verify the existing conditions.
4. Assigned Project Schedule. The Engineer's start of Basic Services for the Assigned Project shall be within ten (10) calendar days following execution of this agreement.
5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is a **fee amount of Three Hundred and Twenty-Seven thousand, Five Hundred Dollars (\$327,500.00), based on the OPSC sliding scale on an estimate of \$3 million of construction costs. The fee will be adjusted at bidding.**
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Engineer have executed this PAA as of the date set forth above.

**"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

By: _____
Ron Todo, Associate Superintendent
Business & Facilities

**"Engineer"
P2S, Inc.**

By: _____

Kevin Peterson, CEO

PROPOSAL FROM ENGINEER IS ON ATTACHED PAGES

Exhibit B, for Scope Only

AGREEMENT NO. A19.266 FOR ON-GOING ENGINEERING SERVICES

This Agreement for On-Going Engineering Services ("Agreement") is entered into January 4, 2019 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district ("District") and **P2S, Inc.** ("Engineer"); the District and the Engineer are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as "the Projects" and singularly referred to as "an Assigned Project".

WHEREAS, in or about December 19, 2016, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from Engineering services firms to provide Engineering services on an on-going basis.

WHEREAS, the Engineer submitted a written response to the RFQ ("the RFQ Response"); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain Engineer to provide and perform engineering and related services in connection with the design, bidding and construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A.

WHEREAS, Engineer is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

WHEREAS, as required by the Laws and/or the nature of services provided, personnel of the Engineer are duly registered as engineers under the laws of the State of California; all such personnel are qualified, experienced and capable of completing the Basic Services tasks assigned them for an Assigned Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Engineer agree as follows:

Basic Services

General. Engineer shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the Engineer. Engineer's services shall be performed or provided consistent with the Basic Services Completion Schedule set forth in the PAA for an Assigned Project and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the design, bidding and construction of the Assigned Project. The scope of Basic Services to be provided by the Engineer in connection with an Assigned Project shall be in accordance with the PAA issued by the District for an Assigned Project; the form of PAA is attached hereto as Exhibit A and incorporated herein by this reference.

Relationship of Engineer to Other Assigned Project Participants. The Engineer's services hereunder shall be provided in conjunction with contracts between the District and other Assigned Project participants including the Contractor, the Construction Manager, if one is retained by the District for an Assigned Project. The Engineer's services and the Design Documents prepared by or through the Engineer for an Assigned Project shall conform to processes, procedures and standards established by the District and/or processes, procedures and standards established by the Construction Manager or the District for an Assigned Project. The Contractor awarded the Construction Contract for an Assigned Project is responsible for performance of its

obligations under the Construction Contract. Engineer's services hereunder shall not be deemed or construed to be Engineer's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety during construction of the Project, all of which are and remain the responsibility of the Contractor.

Engineer Independent Contractor Status. The Engineer is an independent contractor to the District. The express terms hereof set forth the limited extent to which Engineer is authorized to act on behalf of the District in its independent contractor capacity. The Engineer shall be liable for the consequences of Engineer's actions or conduct which exceeds the express limited scope of Engineer's authority to act on behalf of the District as set forth herein.

Engineer Standard of Care. Engineer shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement and the PAA for an Assigned Project; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Engineer nor its respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Engineer's obligations to the District under this Agreement.

Engineer Representation. The Engineer shall designate a Project Engineer and/or Job Captain for all Phases of Basic Services for an Assigned Project. Unless approved by the District for an Assigned Project, the Project Engineer or Job Captain designated by the Engineer for an Assigned Project shall be the same for all Phases of Basic Services for the Assigned Project. The Engineer's Project Engineer and/or Job Captain shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Engineer's obligations hereunder; and (iv) be authorized to act on behalf of the Engineer in discharge of Engineer's services hereunder. If the Project Engineer or Job Captain designated by the Engineer for an Assigned Project is replaced, the District shall have the right to approve of the replacement Project Engineer or Job Captain for the Assigned Project. During the Construction Phase of an Assigned Project, the Project Engineer and/or Job Captain shall be readily available to communicate by telephone, correspondence, necessary Site visits, e-mail or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to construction of the Assigned Project.

Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Assigned Project, including without limitation, the California Department of Education, California Department of Finance, Division of State Architect and the California Public Works Board.

Meetings. The Engineer, as necessary, appropriate or requested by the District, shall attend and participate in meetings, forums and other conferences ("Meetings") relating to the design, bidding or construction of an Assigned Project. Without limiting the generality of the foregoing, the Engineer shall attend and participate in Meetings with the Construction Manager, District, end-user groups, shared governance councils/committees, Board of Education and organized public forums relating to an Assigned Project. The Engineer shall promptly respond to matters assigned to or designated for response, review or other action by the Engineer. If requested by the District, the Engineer shall prepare and distribute minutes of Meetings relating to an Assigned Project.

Phased Construction/Construction By Multiple Trade Contractors. Whether or not reflected in the PAA issued by the District for any Assigned Project, the District reserves the right to complete

construction of an Assigned Project in phases and/or by multiple Trade Contractors, each under separate contract with the District for constructing a portion of an Assigned Project. The election of the District to phase construction of an Assigned Project or to construct an Assigned Project with multiple Trade Contractors shall not result in increase of the Contract Price to the Engineer for an Assigned Project.

Existing Conditions Investigation. The Engineer shall inspect the Site of an Assigned Project to ascertain existing conditions, facilities or other improvements on or about the Site of an Assigned Project as necessary to produce complete and accurate Design Documents for the Assigned Project. If the Assigned Project involves any existing improvements, the Engineer shall review any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District and Construction Manager in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District.

Obligation to Design Within Construction Budget. A material obligation of the Engineer under this Agreement and in connection with each Assigned Project hereunder is the Engineer's development and preparation of Design Documents for each Assigned Project that can be constructed (under the then current marketplace conditions) within the Construction Budget established by the District for the Assigned Project. Design Documents for an Assigned Project shall include features, elements, components or other items which may be added to or deleted from the scope of the Assigned Project without impairing the size, intended uses, functions or occupancy of the Assigned Project ("Design Alternatives"). The election to incorporate any Design Alternatives into an Assigned Project shall be solely that of the District. Basic Services of the Engineer include incorporation of District selected Design Alternatives into the Design Documents for an Assigned Project.

Conformity to District Standards. Design Documents prepared by or through the Engineer for an Assigned Project shall conform to District standards for materials, equipment and/or workmanship. Modifications of the Design Documents for an Assigned Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price for the Assigned Project.

Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of an Assigned Project ("Regulatory Agencies"). All of the Engineer's verbal communications with Regulatory Agencies shall be reduced to writing. The Engineer shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to an Assigned Project or generated by the Engineer to any Regulatory Agency relating to an Assigned Project. The Engineer shall be responsible and liable to the District for all consequences of the Engineer's failure or refusal to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies relating to an Assigned Project.

Assigned Projects. The Engineer acknowledges that the District has the sole discretion to retain others to provide other engineering, architectural or related design professional services for any District work of improvement. Unless the District issues the Engineer a PAA for an Assigned Project pursuant to the terms hereof, the Engineer is not obligated to provide any services hereunder and there is no compensation due from the District to the Engineer.

Basic Services: Pre-Design (Programming) Phase.

General. The Engineer shall review the Construction Budget and other information provided by the District regarding an Assigned Project to ascertain the requirements and constraints of the

Assigned Project.

Site Observations. The Engineer shall visit the Site of an Assigned Project to become familiar with physical conditions and existing improvements at the Site as they relate to design of Assigned Project. Unless specifically indicated in this Agreement, the Site observations of the Engineer do not include observations of concealed conditions. The foregoing notwithstanding, by conducting Site observations, the Engineer is responsible for noting and incorporating patently observable existing Site conditions into the Assigned Project Design Documents. If the Assigned Project involves any existing improvements, the Engineer shall review and verify the accuracy of any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District; failure of the Engineer to do so shall result in the Engineer's assumption of responsibility for correcting discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents for the Project without adjustment of the Contract Price are the Engineer for an Assigned Project.

Assigned Project Program Statement. In consultation with the District and the Construction Manager, understandings shall be arrived at with respect to the scope, requirements and constraints of the Assigned Project. Engineer shall provide the District with a written evaluation ("the Program Statement") of the District's requirements and constraints, including the selection of materials, building systems, equipment, the Construction Budget for the Assigned Project and alternative approaches to design and construction of the Assigned Project. The Engineer shall modify the Program Statement as necessary for the District's acceptance of the entirety of the Program Statement. The Engineer's development and preparation of the Design Documents for an Assigned Project shall conform to the District accepted Program Statement for the Assigned Project.

Basic Services; Design Development Documents Phase.

Initial Design Development Documents. Based upon the District accepted Program Statement for the Assigned Project, the Engineer shall prepare Initial Design Development Documents consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Design Development Documents shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; (v) perspective sketches; and (vi) other documents requested by the District relating to the preliminary design of an Assigned Project. Upon completion of the Initial Design Development Documents, or at such other intervals during Engineer's development of Initial Design Development Documents as established in the PAA for an Assigned Project, Engineer shall submit the same to the District and the Construction Manager for information, review and comments.

Final Design Development Documents. The District, the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the comments of the District and the Construction Manager to the Initial Design Development Documents are to be incorporated into the Final Design Development Documents. The Engineer shall prepare Final Design Development Documents which consist of the Initial Design Development Documents revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Design Development Documents, Engineer shall submit the same to the District for review and acceptance.

Design Documents. As required for an Assigned Project, Design Documents completed by the Engineer in the Design Development Documents phase for an Assigned Project shall include without limitation the following:

Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

Design/Details. Development and expansion of the Assigned Project requirements to establish the scope, relationships, forms, sizes and appearance of the Project through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.

Structural Design/Documentation. If the services under this Agreement are for structural engineering, development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.

Mechanical Design/Documentation. If the services under this Agreement are for mechanical engineering, develop mechanical design to establish: (i) approximate equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment; (iv) required chases and clearances; (v) acoustical and vibration control; (vi) visual impacts; and (vii) energy conservation measures.

Electrical Design/Documentation. If the services under this Agreement are for electrical engineering, develop electrical design to establish: (i) criteria for lighting, electrical, audio/visual and telecommunications (voice/data); (ii) approximate equipment sizes and capacities; (iii) equipment layouts; (iv) required space for equipment; (v) required chases and clearances; (vi) visual impacts; and (vii) energy conservation measures.

Plumbing and Fire Protection. If the services under this Agreement are for plumbing engineering, develop plumbing design to establish: (i) general location of plumbing lines; (ii) plumbing line sizing; and (iii) plumbing fixtures. Develop fire protection design showing generally sprinkler piping layout, fire department access areas and connections, and main utility connection.

Civil Design/Documentation. If the services under this Agreement are for civil engineering, develop civil design to establish: (i) topographic surveys including spot elevations and other information necessary for construction of improvements; (ii) systems for proper control of storm +water drainage; and (iii) other work necessary for the civil engineering design.

Constructability; Value Engineering Reviews of Design Construction Documents. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Design Development Documents for an Assigned Project as set forth in the PAA for the Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews or Value Engineering Reviews of the Design Development Documents, the Engineer shall submit Design Development Documents to the District for such Constructability Reviews and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District and the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Design Development Documents. If mutual agreement is not reached, the Engineer shall incorporate such Constructability Review and/or Value Engineering Review comments as directed by the District. The Design Development Documents shall incorporate mutually agreed upon comments or comments as directed by the District. Engineer shall revise Design Development Documents as necessary to obtain the District's reasonable acceptance thereof.

Design Development Documents Construction Cost Estimate. If required by the PAA for an Assigned Project, the Engineer shall prepare and deliver to the District a Construction Cost Estimate of the Design Development Documents for the Assigned Project as depicted in the Final Design Development Documents. If the Construction Cost Estimate of the Design Development Documents materially exceeds the District's Construction Budget for the Assigned Project, the Engineer shall consult with the District and the Construction Manager to identify revisions to the Design Development Documents as necessary so that the Construction Cost Estimate for the Work depicted in the Final Design Development Documents is consistent with the Construction Budget for the Assigned Project. Revisions of the Design Development Documents to conform with the Construction Budget shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications to, or inclusions in, the scope of the Assigned Project or component parts thereof which cause the Project Construction Budget to be exceeded.

Basic Services: Construction Documents Phase.

General. Based upon the District accepted Design Development Documents, the Engineer shall prepare Construction Documents consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Assigned Project with sufficient clarity, coordination and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget. Construction Documents shall include without limitation: (i) details establishing and defining the scope, relationships, forms, size and appearance of the Assigned Project and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Assigned Project; (ii) typical construction details; (iii) equipment specifications and layouts; (iv) dimensions as necessary to accurately depict design of the Assigned Project or as consistent with professional engineering practices; and (v) complete and detailed written Specifications establishing and defining workmanship standards, materials/equipment standards or performance requirements, administration of the Construction Contract for the Assigned Project and similar matters.

Construction Documents. Unless otherwise set forth in the PAA for an Assigned Project, the Construction Documents shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams. Without limiting the generality of the foregoing component parts of the Construction Documents shall include:

Demolition. Complete and detailed descriptions of the existing facilities and improvements to be demolished, to remain in place or to be re-located, including specific direction for the removal, disposal, recycling or other handling of materials or equipment of the existing facilities and improvements to be demolished.

Structural. Foundation details, structural notes and structural calculations.

Mechanical. Floor plans with all components and service/access areas drawn to scale, duct sizing and air flow quantities, detailed piping and duct design with sizing and coordinated with structural supports, equipment details with structural support and vibration isolation methods, penetration and sleeve details, space zoning, installation details, detailed controls requirements and design calculations for mechanical equipment, supporting infrastructure and structural supports to mechanical equipment and ducts.

Plumbing and Fire Protection. Fire protection plans with header and riser layouts, detailing piping design with sizing indicated, sprinkler zone locations, sprinkler installation details including structural supports, penetration details and design calculations. Plumbing components shall be completely identified and located.

Electrical. Details of power service to the Assigned Project, power plans showing primary cable,

raceways, feeder conduits, electrical loads, duplex and special receptacles and branch circuitry design, connections with other building systems, including fire/life-safety, mechanical and telecommunications, grounding details, penetration details. The Electrical Construction Documents shall include interior/exterior lighting with control systems, lighting panels, switching and circuiting, installation details, conduit/wire size notes for lighting branch circuits.

Civil. Topographic surveys of sites or portions of sites where improvements will take place. Sufficient quantities of spot elevations, top-of-grate elevations, curb and concrete elevations, and pavement elevations as required for the proper design and construction of improvements are part of the required information. Accessible ramp and landing elevations, storm water control and retention systems design, surface water control, foundation and retaining wall drainage systems, SWPPP plans and systems, and other information as required for the design and construction of improvements.

Specifications. The Construction Documents Phase Specifications shall be complete and incorporate all requirements for workmanship, materials, equipment and other requirements for the Assigned Project.

Review of Construction Documents Status. At intervals established in the PAA for an Assigned Project or as mutually agreed upon by the District and Engineer, the Engineer shall provide to the District and/or the Construction Manager, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Engineer's preparation of Construction Documents.

Constructability and Value Engineering Reviews of Construction Documents. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Construction Documents for an Assigned Project as set forth in the PAA for an Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews and/or Value Engineering Reviews, the Engineer shall submit Construction Documents to the District for such Constructability and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District, the Construction Manager and the Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Construction Documents. If mutual agreement is not reached, the Engineer shall incorporate such Constructability Review and/or Value Engineering Review comments into the Construction Documents as directed by the District. The Engineer shall submit revised Construction Documents to the District for acceptance. The Engineer shall revise Construction Documents as necessary to obtain the District's reasonable acceptance thereof.

Detailed Construction Cost Estimate. At such time as the Engineer achieves fifty percent (50%) completion of the Construction Documents, the Engineer shall prepare a detailed Construction Cost Estimate for the Work depicted in the fifty percent (50%) completed Construction Documents ("the 50% Estimate"). If the detailed 50% Estimate materially exceeds the Construction Budget for the Assigned Project, the Engineer shall revise the Construction Documents as necessary so that the 50% Estimate conforms with the Construction Budget for the Assigned Project. Revisions of the Construction Documents shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.

Approvals/Permitting of Construction Documents. The Engineer shall assist the District in obtaining all necessary approvals or permits for the Construction Documents for an Assigned Project from governmental and quasi-governmental agencies with jurisdiction over any portion of an Assigned

Project as necessary for the bidding and construction of the Assigned Project including without limitation, approvals by the Division of State Engineer ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Engineer shall revise Construction Documents as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over the Assigned Project, or portions thereof, to obtain their respective approval(s) or permit issuance.

Engineer Provision of Construction Documents. The Engineer shall provide the District with one (1) clear background, reproducible copy of the Drawings included in the final District accepted Construction Documents for bidding and construction purposes of each Assigned Project. Reproduction of these sets of Design Documents for an Assigned Project is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Engineer, in which case, the Engineer shall bear all costs of preparing revisions or corrections and reproduction of Construction Documents.

Basic Services; Bidding Phase.

Development of Bid Documents. In consultation with the District and the Construction Manager, the Engineer will advise and make recommendations to the District for bidding and award of the Construction Contract for an Assigned Project. Engineer will generally review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Engineer shall assist the District and the Construction Manager in preparation of information, documents and forms necessary or appropriate for bidding the Construction Contract for an Assigned Project ("Bid Documents").

Bidding Process. During the bidding for Construction Contract, Engineer will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to the Assigned Project; and (iii) where necessary or appropriate, the Engineer will prepare and assist the District in issuance of addenda to the Bid Documents for an Assigned Project. As requested by the District, the Engineer will assist the District in obtaining required governmental approval(s) for award of the Construction Contract.

Bid Costs Exceeding Project Construction Budget. If within one hundred fifty (150) days of the date of the DSA construction permit for an Assigned Project, the District receives Bid Proposals for the Assigned Project Construction Contract and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (i) approve of an increase in the Construction Budget for the Assigned Project; (ii) reject all Bid Proposals and authorize re-bidding of the Assigned Project; (iii) abandon or terminate the Assigned Project; or (iv) revise the scope, or reduce or eliminate portions of the Assigned Project so as to limit and reduce Construction Costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Assigned Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Assigned Project pursuant to (iv) above, the Engineer shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price for the Assigned Project. If the District re-bids the Assigned Project, for such subsequent re-bid(s), the Engineer shall perform the obligations set forth in Paragraphs 5.1 and 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price due the Engineer for the Assigned Project.

Pre-Construction. The Engineer shall complete the following as necessary for an Assigned Project:

Conformed Design Documents. Prepare Conformed Design Documents consisting of the Design Documents initially issued by or on behalf of the District for bidding as modified by Addenda or other changes thereto made during the Bidding Phase. The Engineer shall complete preparation of the Conformed Design Documents so that the Conformed Design Documents are delivered to the District sufficiently in advance of the anticipated/planned

commencement date of the Construction Phase of the Assigned Project to allow the District to reproduce Conformed Design Documents for distribution to the Contractor at or prior to commencement of the Construction Phase of an Assigned Project.

Project Inspector; Materials Tests/Inspections. As requested by the District, the Engineer shall assist in the District's selection and retention of a Project Inspector and/or materials test/inspection services for the Assigned Project.

DSA PR 13-01. The Engineer shall complete pre-construction activities required by DSA PR 13-01 for the Design Professional in Charge.

Contractor Meetings. Attend and participate in pre-construction meetings with the District, Construction Manager and Contractor.

Basic Services; Construction Phase.

Administration of Construction Contract. Engineer will provide assistance to the District in administration of the Construction Contract for the Assigned Project and construction of the Assigned Project. The scope of the Engineer's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein and in the Construction Contract. The Engineer's administration of the Construction Contract for an Assigned Project shall be in conjunction with the services and responsibilities of the Project Inspector, Construction Manager. The Engineer shall be a representative of the District and shall advise and consult with the District regarding construction of an Assigned Project until Final Payment under the Construction Contract for the Assigned Project is due and Final Completion of construction of an Assigned Project is certified by the Engineer and other Project participants including the Construction Manager and the Project Inspector for the Assigned Project. The Engineer shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Engineer's authority shall not be restricted, modified or extended without written agreement of the District and the Engineer along with consent by the Contractor and/or Construction Manager for the Assigned Project as necessary or appropriate. Engineer shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Assigned Project.

Site Observations. The Engineer shall attend weekly meetings at the Site and other meetings relating to the Assigned Project and shall visit the Assigned Project Site at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of completed construction and to generally determine if construction of the Assigned Project is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an Engineer, the Engineer shall: (i) keep the District informed of the progress and quality of the construction of the Assigned Project; and (ii) endeavor to guard the District against defects and deficiencies in the Assigned Project construction and the failure or refusal of the Contractor to construct the Assigned Project in accordance with the terms and intent of the Construction Contract and the Construction Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, if in the course of its Site observations, the Engineer fails to discover or report to the District any patently observable major defect or deficiency in construction of the Assigned Project which by exercise of due care should have been observed by the Engineer and reported to the District, the Engineer will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District. The foregoing shall not be deemed to obligate the

Engineer to observe or inspect concealed conditions, unless the nature of the visually apparent conditions are such that a prudent Engineer would conduct observations or inspections of related concealed conditions to confirm that there are no major defects or deficiencies in the concealed conditions. The provisions hereof shall not be construed as requiring the Engineer to make exhaustive or continuous Site observations to check on the quality or quantity of the Assigned Project construction. The Engineer shall have access to the Assigned Project wherever in preparation, fabrication or progress.

Contractor Applications for Payment.

Development of Payment Procedures. In consultation with the District and Construction Manager, the Engineer shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor for each Assigned Project.

Certification of Payment Due. Based on the Engineer's observations and evaluations and in conjunction with the observations and evaluations of the Construction Manager and the Project Inspector, the Engineer shall certify the amount due the Contractor on each Application for Progress Payment. Such certification shall be the Engineer's representation to the District that based upon the Engineer's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Engineer's representation to the District that the Contractor is entitled to the amount certified.

Limitations Upon Engineer's Certification. The Engineer's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment shall not be deemed a representation that the Engineer has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Engineer hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

Final Payment. In conjunction with the Construction Manager and the Project Inspector, the Engineer shall review, evaluate and certify for payment the Contractor's Application for Final Payment.

Timely Action by Engineer. Upon receipt of any of the Contractor's Applications for Progress Payment and the Application for Final Payment, the Engineer shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorneys' fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Engineer fails to take timely action pursuant to the preceding, the Engineer shall be liable to the District for all costs, demands, liabilities or losses arising out of or related to such failure to timely take action.

Rejection of Work. The Engineer shall have the authority, after notification to the District and Construction Manager, to reject Work of an Assigned Project which does not conform with the

requirements of the Construction Contract. Whenever the Engineer considers it necessary or appropriate for implementation of the intent of the Construction Contract upon notice to the District and Construction Manager, and authorization by the District, the Engineer may require additional inspection or testing of materials/equipment from an Assigned Project in accordance with the provisions of the Construction Contract, whether such materials/equipment are prepared, fabricated, installed or constructed. This authority of the Engineer, or the Engineer's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Engineer to the District, the Contractor or any others constructing any portion of the Assigned Project to exercise or not to exercise such authority.

DSA.

Project Inspector. The Engineer shall consult with and cooperate with the Project Inspector in discharge of the Project Inspector's duties to observe construction of the Assigned Project. Where the Project Inspector notes defective or deficient construction, the Engineer shall: (i) assist in development of solutions to such conditions; and (ii) assist the Project Inspector in oversight of corrective measures.

Materials Tests/Inspections. The Engineer shall assist in scheduling and coordination of materials tests/inspections and observe such tests/inspections as required or appropriate. The Engineer shall review materials test/inspection reports, data and similar materials ("Test Reports") for confirmation of compliance with requirement of the Construction Contract; the Engineer shall advise the District, Construction Manager and Project Inspector of necessary remedial or corrective measures if Test Reports do not comply with Construction Contract requirements.

Reports; Communications. The Engineer shall file DSA Reports as required by the Laws. The Engineer shall communicate with DSA regarding the Project on behalf of the District; the Engineer shall keep the District informed of Engineer/DSA communications relating to the Assigned Project.

Submittals.

Submittal Procedures. In consultation with the District and the Construction Manager, the Engineer shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor's Submittals required for an Assigned Project.

Submittal Review. The Engineer shall review, and take appropriate action upon Submittals for the purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Engineer's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Engineer's professional judgment to permit adequate review. If a Submittal Schedule or time frames for completion of the Engineer's review and evaluation of Submittals are developed and established pursuant to the Construction Contract with the participation and concurrence of the Engineer, Engineer's actions hereunder shall conform with such Submittal Schedule or time frames; Engineer shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance with such Submittal Schedule. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.

Limitations Upon Submittal Review. The Engineer's review of Submittals is not for the purpose of

determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor in accordance with the Construction Contract. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Engineer, construction means, methods, sequences or procedures.

Changes.

Changes Procedures and Processing. In consultation with the District and the Construction Manager, the Engineer shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of an Assigned Project.

Evaluation of Changes; Change Orders. The Engineer shall assist the District and the Construction Manager in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Engineer shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.

Authority to Direct Minor Changes. The Engineer may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Engineer and copied to the District and the Construction Manager for an Assigned Project.

Interpretations.

Procedures for Handling Contractor's Requests. In conjunction with the District and the Construction Manager, the Engineer shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents.

Engineer's Interpretation. The Engineer shall interpret and decide matters concerning the performance of the District, Construction Manager or the Contractor on written request of the District, Construction Manager or the Contractor. The Engineer shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Engineer's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

Effect of Engineer's Decisions. The Engineer's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Engineer shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the Engineer's discharge of due care. The Engineer's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

Contractor Claims. The Engineer shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under or relating to the Construction Contract, including the execution or progress of Work thereunder. The Engineer's decisions shall be in accordance with any applicable time limits set forth in the

Construction Contract; if no time limits are set forth, the Engineer shall render decisions within a reasonable time.

Records and Reports. The Engineer shall maintain current, accurate and complete records relating to the construction of the Assigned Project, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests and similar records for an Assigned Project. The Engineer shall timely prepare and submit all reports regarding the Assigned Project construction required by applicable law, rule or regulation.

Limitations Upon Engineer's Construction Phase Services. Engineer's services during the Construction Phase shall not be deemed Engineer's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Engineer shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

Basic Services; Post Construction Phase.

Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Project Inspector and the Construction Manager, the Engineer shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Engineer shall determine and certify the date of Substantial Completion of the Assigned Project, or portions thereof.

Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Inspector, the Construction Manager and the Contractor, the Engineer shall note the discovered conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform with the requirements of the Construction Contract ("the Punchlist"). The Engineer shall, in conjunction with the District, the Project Inspector, the Construction Manager, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached establishing the time for the Contractor's completion of the Punchlist, the Engineer shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist. The Engineer shall thereafter periodically review the Contractor's performance and completion of the Punchlist.

Final Completion. In conjunction with the District and upon request of the Contractor, the Engineer shall inspect the Work of an Assigned Project to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punchlist prepared at Substantial Completion. The Engineer shall determine and certify the date of Final Completion of an Assigned Project or portions thereof.

Close-Out Documents.

Assembly/Transmittal of Close-Out Documents. If the District does not retain a Construction Manager for an Assigned Project, the Engineer for such an Assigned Project shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-Built Drawings, Operations and Maintenance manuals, key schedules and warranties. If the District retains a Construction Manager for an Assigned Project, the Engineer shall review the close-out materials assembled by the Contractor and delivered to the Construction Manager for conformity to the Close-Out requirements for an Assigned Project. If the Contractor fails to fully comply with its close-out obligations, the Engineer shall make recommendations to the District and Construction Manager for implementation of measures to secure the Contractor's compliance; as requested by the District, the Engineer shall take action to enforce or implement measures to secure the Contractor's compliance with close-out obligations.

DSA Certification. The Engineer shall assist the District in preparation and submittal of such documentation as required by DSA for DSA Certification of the Assigned Project. The Engineer shall advise and assist the District in completing remedial/corrective measures required for issuance of DSA Certification.

As-Built Drawings. The District shall require each Contractor for an Assigned Project to provide the District with As-Built Record Drawings indicating the location and size of all concealed, underground or imbedded construction not covered in the original Drawings, Change Orders, Supplemental Drawings or Shop Drawings. The Contractor shall be required to record such work on reproducible drawings furnished to the Contractor by the District. The Contractor's As-Built Record Drawings shall be delivered by the Contractor to the Engineer for the Engineer's review and delivery to the District. The Engineer's review of the Contractor's As-Built Record Drawings shall be for the limited purpose of generally determining that the Contractor has complied with its obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor.

Additional Services.

Additional Services: General. The services described in this Paragraph 8 are not included in the scope of Engineer's Basic Services for the Project. The District may, by written instrument, may direct or authorize the Engineer to complete the following or other Additional Services relating to the Project. The Engineer shall not complete any Additional Services without express prior direction or authorization of the District; no payment will be made by the District for any Additional Services completed without the Engineer's prior direction or authorization.

Additional Services Compensation. If the District authorizes or directs the Engineer to complete Additional Services and such Additional Services are not necessary as a result (in whole or in part) of deficiencies in the Design Documents for the Project or fault/neglect of the Engineer, the Engineer will be compensated for such District-requested Additional Services as set forth in this Agreement. If any Additional Services are the result of deficiencies in the Design Documents for the Project and/or fault/neglect of the Engineer, no compensation is due from the District to the Engineer for completing such Additional Services.

Additional Services. Without limiting any Additional Service the District may authorize or direct the Engineer to complete Additional Services which may include the following:

Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for an Assigned Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Work of the Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.

District/Contractor Default. Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Engineer in its Site observations under Paragraph 6.2 hereof.

Design Documents Changes. Except as provided in Paragraph 6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of an Assigned Project.

Contractor Substitutions. Providing services in connection with the evaluation(s) or request(s) by

the Contractor for as Assigned Project to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents and making subsequent revisions to the Design Documents and other documentation resulting therefrom.

Damaged Work. Providing consultation or other services in connection with repairs, replacements or corrections of the Work of an Assigned Project damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Engineer or its employees, agents or representatives have caused or contributed to such damage or destruction to an Assigned Project.

Excessive Contractor Claims. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by a Contractor, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through Engineer hereunder.

Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of as Assigned Project, except where Engineer is a party thereto, is called as a percipient witness (in which case Engineer shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.

Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of as Assigned Project.

Existing Conditions. Services to investigate existing conditions or facilities not included within the scope of an Assigned Project or to provide measured drawings thereof.

Furniture, Furnishings, Equipment. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Construction Contracts.

Financial/Special Studies. Providing financial feasibility or other special study in connection with an Assigned Project.

Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services for as Assigned Project.

Verification of District Provided Information. Providing services to verify the accuracy of drawings or other information provided by the District relating to existing conditions affecting as Assigned Project.

Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of as Assigned Project or the components thereof to the District.

Additional Design Consultants. Providing services of Design Consultants for design disciplines not included in the Basic Services for an Assigned Project.

District Responsibilities.

Information. The District shall provide full information regarding the Assigned Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Assigned Project. Except as set forth herein, the Engineer shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District. The foregoing notwithstanding, if any information provided by the District to the Engineer consists of information relating to existing "as built" conditions of improvements on or about the Site of an Assigned Project, the Engineer shall be entitled to rely upon information in concealed or covered conditions, but the Engineer shall independently verify the accuracy and completeness of

information of existing "as built" conditions which are visually apparent without opening or uncovering any existing improvements. If in such independent verification, the Engineer encounters conditions different than noted in the District provided information, the Engineer shall notify the District, and the Construction Manager in writing of such encountered discrepancies.

District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Engineer's services hereunder.

District Consultants. The District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for an Assigned Project.

Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of an Assigned Project as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.

District Notice of Non-Conformity. The District will give prompt written notice to the Engineer if the District becomes aware of any fault, failure or neglect of Engineer or the services provided by Engineer hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Engineer. Upon receipt of such notice, a material obligation of the Engineer under this Agreement is its prompt action to fully remedy the fault, neglect or failure identified by the District in the District's written notice.

Insurance and Indemnity.

Engineer Insurance. At all times while providing or performing services under this Agreement, the Engineer shall obtain and maintain the policies of insurance described in this Paragraph 10. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Engineer while providing or performing services in connection with an Assigned Project shall be as set forth in this Agreement, subject to modifications set forth in the PAA for the Assigned Project.

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

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

person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Engineer's obligations under this Agreement. District shall be an additional insured to Engineer's commercial general liability insurance policy.

Automobile Liability Insurance. Engineer shall purchase and maintain Automobile Liability insurance covering losses for bodily injury, property damage and personal injury, with a combined single limit of not less than One Million Dollars (\$1,000,000) for all owned, non-owned, and hired motor vehicles.

Professional Liability Insurance. Engineer will procure and maintain professional liability insurance covering liabilities of the Engineer arising out of the performance of services under this Agreement.

Coverage Amounts. Insurance to be procured and maintained by Engineer hereunder shall be in the coverage amounts set forth in the Agreement.

Policy Endorsements; Evidence of Insurance. Engineer shall deliver Certificates of Insurance to the District evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.

Engineer's Insurance Minimum Coverage Limits. Minimum coverage limits for policies of insurance to be obtained and maintained by the Engineer are:

Required Insurance Policy	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
General Liability (including property damage)	One Million Dollars (\$1,000,000) per Occurrence
	Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim

Modifications to Minimum Coverage Limits. The foregoing notwithstanding, the minimum coverage limits required for an Assigned Project may be modified as set forth in the PAA for an Assigned Project.

Policy Endorsements; Evidence of Insurance. Engineer shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District. A separate endorsement specifically naming the District as additional insured shall also be provided.

Indemnity.

Engineer Indemnity. To the fullest extent permitted by law, the Engineer shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, Board Members, agents and representatives (collectively "the Indemnified Parties") from any and

all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Engineer's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Engineer or the employees, agents and representatives of the Engineer in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

District Indemnity of Engineer. The District shall indemnify and hold harmless Engineer from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by a policy of Builder's Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

Engineer Compensation

Contract Price. For each Assigned Project, the District will pay the Contract Price set forth in the PAA for the Assigned Project.

Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price. Unless otherwise expressly provided in the PAA for an Assigned Project, the Contract Price for an Assigned Project includes the Engineer's fee, personnel expense of the Engineer, inclusive of all benefits and burdens, travel for the personnel of the Engineer to and from their respective offices and the District as well as travel within the **counties of Los Angeles, Orange, Riverside, San Bernardino, Ventura and Kern**, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project.

Reconciliation of Contract Price Computed by Percentage of Construction Costs. (This provision only applies to non-Fixed-Fee Assigned Projects). As soon as is practical after the District's award of the Construction Contract(s) for an Assigned Project, the District and the Architect shall review payments of the Assigned Project Contract Price made prior thereto based upon the Assigned Project Construction Budget. Based upon the actual Construction Cost, payments of the Assigned Project Contract Price made prior thereto will be reconciled by applying the percentage allocated to each Phase. If it is determined that the payments of the Assigned Project Contract Price made prior thereto exceed the cumulative amount due, the overpaid amount shall be credited against the Architect's billings until the entire credit balance is exhausted. If it is determined that payments of the Assigned Project Contract Price made prior thereto are less than the amount due, payment of the underpaid amount will be made by the District within thirty (30) days of the completion of such reconciliation. At completion of the Construction Phase for an Assigned Project, the District and Architect shall perform a subsequent reconciliation consistent with this Article.

Construction Phase Changes; Adjustment of Contract Price. The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for the Assigned Project. If services of the Engineer are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted by an amount equal to the lesser of: (i) eight percent (8%) of the Construction Costs of a Change; or (ii) the time reasonably

necessary for personnel of the Engineer to complete modifications to the Design Documents to incorporate such a Change, multiplied by the applicable hourly rate for such personnel. If a Change during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services, services required of the Engineer in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project.

Reimbursable Expenses. The Contract Price for Engineer's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Engineer to perform the Basic Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the office of the Engineer to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.

Additional Services. If the District authorizes or directs the Engineer to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Engineer shall be compensated for its personnel providing such Additional Services in accordance with the hourly personnel rate schedule attached to the PAA for the Assigned Project ("the Rate Schedule").

District Payments.

Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.

Engineer Billings to District. During the course of providing Basic Services for an Assigned Project, Engineer shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Engineer's billings shall be in such form and format as may be reasonably requested by District.

District Payments to Engineer. Within thirty (30) days of receipt of Engineer's billing invoices, District will make payment to Engineer of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services for an Assigned Project. No deductions shall be made or withheld from payments due Engineer hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Engineer hereunder if Engineer shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Engineer has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Engineer under any billing invoice rendered by Engineer under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Engineer an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

Term; Time.

Term. The initial term of this Agreement shall commence upon the District and the Engineer each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Education ("the Initial Term"). The Term shall expire sixty (60) months after the date of ratification of this Agreement by the District's Board of Education. Notwithstanding expiration of the Term, if at such time, there are remaining

Basic Services or authorized Additional Services to be performed by the Engineer in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the Engineer shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.

Time. All of the Basic Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Engineer in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the Engineer, the Engineer's performance and completion of Basic Services shall be in accordance with such schedule. The Engineer shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Engineer to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Engineer's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Engineer.

Termination; Suspension.

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

District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of an Assigned Project or the Engineer's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Engineer's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Engineer's default or the acts or omissions of Engineer, upon rescission of such suspension,

the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Engineer, if any, as a direct result of the suspension and resumption of Assigned Project construction or Engineer's services under a PAA.

District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Engineer terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Engineer. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Engineer or such other time as the District and Engineer may mutually agree upon. In such event, the District shall make payment of the Contract Price to Engineer for services provided through the date of termination plus actual costs incurred by Engineer directly attributable to such termination.

Engineer Suspension of Services. If the District shall fail to make payment of the Contract Price for an Assigned Project when due Engineer hereunder, Engineer may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Engineer shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.

Engineer Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 13.1 or Paragraph 13.3 of this Agreement, the Engineer shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Engineer shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Engineer under this Agreement. The Engineer shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Engineer may, at its sole cost and expense, make reproductions of the originals delivered to the District.

Miscellaneous.

Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Engineer.

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

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

Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Engineer hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Engineer and the District. Neither Engineer nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such

consent.

Authority. The individual(s) executing this Agreement on behalf of Engineer warrant and represent that she/he is authorized to execute this Agreement and bind Engineer to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind District to all terms hereof and authority granted to enter into this Agreement.

Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Attention: Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to Engineer:

Attention: Kevin Peterson, CEO
P2S, Inc.
5000 E. Spring Street, Suite 800
Long Beach, CA 90815

Disputes.

Continuation of Engineer Services. Notwithstanding any disputes between District and Engineer under this Agreement, a PAA for an Assigned Project or in connection with an Assigned Project, Engineer and District shall each continue to perform their respective obligations hereunder and the applicable PAA; including the obligation of the Engineer to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

Mandatory Mediation. All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Engineer commencing arbitration proceedings pursuant to the following Paragraph. Mediation shall be conducted at the JAMS regional office situated closest to the Site.

JAMS Binding Arbitration. All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project which are not fully resolved by the mandatory mediation proceedings shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

1.1.1.1. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the

Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

- 1.1.1.2. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 1.1.1.3. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Engineer only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Engineer hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 1.1.1.4. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 1.1.1.5. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Engineer has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.
- 1.1.1.6. Engineer Compliance with Government Code §900 et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement or any PAA issued hereunder, shall be deemed to waive, limit or modify any requirements under

Government Code §900 et seq. relating to the Engineer's submission of claims to the District. The Engineer's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder is an express condition precedent to the Engineer's initiation of any other dispute resolution procedure or proceeding.

Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under this Agreement, or a PAA, the damages, if any, recoverable by the Engineer shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Engineer expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Agreement or a PAA; the Engineer expressly waives and relinquishes any recovery of special or consequential damages from the District.

Confidentiality. Unless disclosure is required by applicable law or valid court order, the Engineer shall maintain the confidentiality of all information provided by or through the District to the Engineer and shall not disclose or otherwise disseminate any information conveyed by or through the District to the Engineer relating to this Agreement or an Assigned Project.

Definitions.

Construction Contract. The Contract for Construction awarded by the District to the Contractor for the construction of the Project. If an Assigned Project is constructed by a general contractor under contract to the District, references to the Construction Contract in this Agreement and the PAA shall be deemed references to such general contractor's contract with the District for the Assigned Project. If an Assigned Project is constructed by multiple trade contractors, each under contract to the District, references to the Construction Contract in this Agreement and the PAA for such an Assigned Project shall be such contracts individually or collectively as required by context in which such term is used.

Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.

Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Engineer for an Assigned Project or any portion thereof.

Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work of an Assigned Project.

Site. The physical area for construction and related activities of an Assigned Project.

Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.

Work. All of the construction and other services required by the terms of the Construction

Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Project.

Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Engineer. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated for construction of the Assigned Project as modified from time-to-time.

Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Engineer of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of the Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Assigned Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.

Construction Manager. The Construction Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, other services and/or work product in connection with the design and/or construction of an Assigned Project. Services, functions and responsibilities of the Construction Manager shall be provided in conjunction with and complementary to the Engineer's services and work product under this Agreement. If the District has not retained or designated a Construction Manager as of the issuance of a PAA for an Assigned Project, without adjustment of the Contract Price for any Assigned Project, the District reserves the right to subsequently retain a Construction Manager to provide services and/or work product for the Assigned Project as generally described herein.

Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.

PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Engineer which establishes the specific terms and conditions for the Engineer's performance and provision of Engineering and related services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Engineer, the Engineer shall have no right to provide Engineering services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Engineer.

Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on the behalf of the Engineer of the anticipated costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of an Assigned Project in accordance with the Design Documents for the Assigned Project. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for the Work of the Assigned Project and Changes in the Work during construction of the Assigned Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction

Budget, if any.

Use and Ownership of Design Documents.

Ownership. Subject to the provisions hereof, all Drawings, Specifications, estimates, Instruments of Service and other tangible items ("Project Documents") prepared by or through the Engineer for an Assigned Project shall be and remain the property of the District. The Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2002 files (or similar computer-aided drafting of design formats), or other types of computerized data. The District specifically maintains ownership of the design of each Assigned Project and the design of any buildings or other improvements which are a part thereof, notwithstanding creation/preparation of such design by or through the Engineer, and such design may not be re-used by the Engineer or its employees without the specific prior written consent of the District which may be granted, denied or conditioned in the sole exclusive discretion of the District. Subject to the District's ownership of tangible Project Documents, the copyright and other intellectual property rights in all Project Documents shall remain with the Engineer.

Right to Use. The Engineer grants to the District a perpetual license to use and/or reuse all or any part of the Project Documents at the District's sole discretion with no additional compensation to the Engineer for the purposes of: (i) construction of all or part of an Assigned Project; (ii) the repair, renovation, modernization, replacement, reconstruction or expansion of an Assigned Project; or (iii) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Engineer in the event any of the Project Documents are used for such purposes. The District shall be authorized to use or reuse the Project Documents for these purposes without liability to the Engineer or third parties with respect to the condition of an Assigned Project Documents, and the use or reuse of the Project Documents for these purposes shall be not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Engineer; provided, however, that any use or reuse by the District of the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared without employing the services of the Engineer shall be at the District's own risk. If the District uses or reuses the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared for, the District shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless the Engineer from claims arising out of the use or re-use of the Project Documents on such other project.

District License to Use Project Documents. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein.

Engineer Right to Grant License. The Engineer represents and warrants that the Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents prepared by or through the Engineer under this Agreement.


Entire Agreement. This Agreement, the RFQ, RFQ Response and the form of PAA attached hereto as Exhibit A are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and Engineer concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. The foregoing notwithstanding, in the event of conflict or inconsistency between the terms of this Agreement or the RFP and the RFP Response, this Agreement or the RFP, as applicable, shall control and govern. No term or condition of this Agreement shall be modified or

SIMI VALLEY UNIFIED SCHOOL DISTRICT

amended except by writing executed by the District and Engineer.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

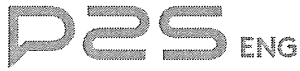
By: 
Ron Todo

Title: Associate Superintendent
Business & Facilities

"Engineer"
P2S, Inc.

By: 
Kevin Peterson

Title: CEO



8/4/2021

**Simi Valley Unified
School District**
Lori Rubenstein
101 West Cochran St
Simi Valley, CA 93065

SUBJECT: Simi Valley Unified School District – District Wide Clock/Bell/Paging Upgrades

Dear Lori,

Thank you for your request for low voltage technology design services for district wide clock/bell/paging upgrades. This proposal includes the anticipated scope of work efforts to provide assessment and detailed designs for clock/bell/paging upgrades. We are pleased to provide the summary information below which defines our statement of understanding and our proposed Scope of work. Also included is our assumptions/exclusion's, our proposed schedule and estimated fees for these efforts which include design, bid support and construction administration.

STATEMENT OF UNDERSTANDING

The District is looking to upgrade their clock/bell/paging across the entire district. All existing clock/bell/paging system and components will be replaced, and new components will be added in locations that currently do not have them to provide full coverage for the district.

The scope of the project includes to remove the existing notification system and provide a new notification system throughout the District. This will be approximately 900 classrooms and additional auxiliary spaces. **District sites include 29 school sites, District Office, M&O and the Field Office.** The scope for each site will include the following:

1. School Sites
 - a. (1) speaker device per classroom
 - b. (1) speaker device in admin
 - c. (1) speaker device in the Principal's office
 - d. (1) speaker device in the MPR
 - e. (1) speaker device on the exterior of each building
 - f. For high schools, one speaker device for the performing arts.
2. District Office – (2) speaker devices
3. M&O – (1) speaker device
4. Field Office – (1) speaker device

The district wide upgrade will be bid as one package to a single contractor to perform the entire work.

The new clock/bell/paging system for the district will include new clocks, speakers, intercom function and panic buttons. The system will be an IP based system and require new CAT 6ae+ cable from clocks and speakers to the existing IDF's. Location of the existing IDFs will be determined based on site walks performed by P2S. The upgrades will also include pathway from devices to the nearest IDF where required.

P2S Inc.

5000 E Spring Street, Ste 800
Long Beach, CA 90815

562.497.2999

P2SINC.COM

Business & Facilities, Consent #32

Simi Valley USD, Clock/Bell/Paging Proposal to:
Lori Rubenstein
8/4/2021

IP infrastructure upgrades will be required to accommodate IP system. Switches, cabinets, patch panels and jacks will follow district standards. Patch into pre-specified networks switch ports using yellow cables only. Label ports according to district standard.

286 portables will require new cable runs including exterior trenching. Outdoor cabling will comply with outdoor standards. Drawings will include plans of speaker locations and cable routing.

Each building will keep the existing notification system running until the new is running and has been tested.

The district is in the process of approving a board resolution on August 17th that will allow for the following three manufacturers to be used in the district. The manufacturer chosen must be consistent throughout the District. P2S will use one manufacturer as the basis of design for the project, but include all three in the specifications for the contractor to choose between.

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

Preliminary project construction budget is understood to be \$3 million. Based on this budget the initial engineering fee is assumed to be \$327,500. Based on this, if the construction cost at the time of bid opening from the \$3 million estimate, the engineering fee will increase accordingly.

SCOPE OF WORK

The following includes the anticipated scope of work for the clock/bell/paging design:

Provide design, bid support, and construction support of clock/bell/paging system installation and the upgrade of conduit, cable and IP infrastructure to support the IP clock/bell/paging system. Scope of work detail includes the following:

1. Clock/bell/paging upgrade design efforts will include provision of drawings and specifications. Designs will include, equipment layout, equipment mounting, system configuration, cable pathway design, and coordination of network equipment installations to support IP system.
2. Clock/bell/paging upgrade drawings will include site plans for each campus, building drawings, demolition drawings, equipment installation requirement, installation details and responsibility matrix.
3. Design specifications will include Division 09, 26 and 27 sections related to clock/bell/paging system, electrical system installation and paint/patch requirements.
4. Design efforts will include completion of the following efforts:
 - a. Detailed site walks to review existing IDF's to serve new system and rooms and areas requiring clock/bell/paging system upgrades.
 - b. Client meeting to review upgrade requirements, system upgrade options and discovery of existing installations.
 - c. Design review and coordination meeting with the District following each deliverable.
5. Bid support efforts will include:
 - a. Respond to bid questions and issue addendums as needed.
6. Construction administration efforts will include:
 - a. Run in person weekly construction meetings.
 - b. Respond to contractor requests for information.
 - c. Complete submittal and shop drawing reviews.

Simi Valley USD, Clock/Bell/Paging Proposal to:
Lori Rubenstein
8/4/2021

- d. Provide final punch walk at end of construction.

ASSUMPTIONS & EXCLUSIONS

1. The District will provide building background drawings and site plans in CAD for use in developing the clock/bell/paging upgrade designs.
2. Structural engineering designs are not included in the scope of work items listed above. P2S can provide structural engineering services that will be completed by a subcontractor if required. Additional fees for these services will apply.
3. Design of access control and intrusion detection security systems are not included in the scope of work listed above.
4. The existing backbone cabling does not require an upgrade as part of the scope of work listed above.
5. P2S designs will comply with existing District standards.
6. Plans will **not** be submitted to DSA for review and approval.
7. District will have an in-house construction manager overseeing the construction.
8. District will hire a DSA inspector during construction.

SCHEDULE/DELIVERABLES

Anticipated schedule includes the following durations per phase:

- | | |
|---|-----------------------------------|
| 1. Design Phase | 80 days |
| a. Development of progress drawings/basis of design | 20 days |
| b. Development of 50%CD drawings/specifications | 30 days including district review |
| c. Development of 100%/Bid drawings/specifications | 30 days including district review |
| 2. Bid | 42 days |

1st Advertisement	Tuesday, November 2, 2021
2nd Advertisement dates:	Tuesday, November 9, 2021
Bid RFI's Due to District	Thursday, December 2, 2021
Addendum Issued - If required	Thursday, December 9, 2021
Bid Opening Date:	Tuesday, December 14, 2021
Board Award of Contract:	Tuesday, January 4, 2022
Notice of Award	Wednesday, January 5, 2022
Notice To Proceed:	Wednesday, January 12, 2022

- | | |
|-----------------|-----------|
| 3. Construction | 13 months |
|-----------------|-----------|

Start on Site	Monday, February 7, 2022
Completion Date:	Friday, March 31, 2023

Simi Valley USD, Clock/Bell/Paging Proposal to:
Lori Rubenstein
8/4/2021

FEE'S

We propose to undertake the projects defined in this proposal based on the OPSC sliding scale of construction costs for **THREE HUNDRED AND TWENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$327,500)**. See breakdown of fees listed below.

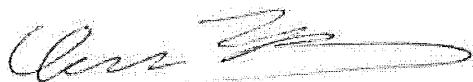
Fees will be billed monthly through completion.

Fees

Design	\$196,500
Bid Support	\$16,375
Construction Administration/Close Out	\$114,625

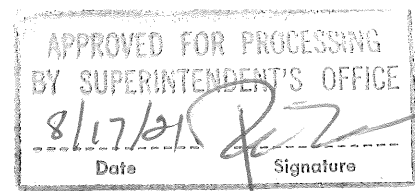
We look forward to working with you on completing this project successfully. Should you have any questions or need clarifications, please contact us.

Sincerely,



Charlie Musser, PE, LEED AP, LC
Electrical Engineer

21-1896 SVUSD CLOCK-BELL-PAGING PROPOSAL
SCM



TITLE: APPROVAL OF AGREEMENT NO. R22-00865 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KENCO CONSTRUCTION SERVICES, INC. FOR INSPECTION OF THE SIMI VALLEY HIGH SCHOOL MPR RENOVATION PROJECT

Business & Facilities
Consent #33

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

Fiscal Analysis

Agreement No. R22-00865 (Exhibit A) is for providing a project inspector for the Simi Valley High School MPR Building Renovation Project for an estimated amount of \$258,720.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-00865 between Simi Valley Unified School District and Kenco Construction Services, Inc. for inspection of the Simi Valley High School MPR Renovation Project.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-00865 between Simi Valley Unified School District and Kenco Construction Services, Inc. for inspection of the Simi Valley High School MPR Renovation Project.

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

**PROJECT ASSIGNMENT AMENDMENT
AGREEMENT A20.082**

Inspector of Record Services for the Simi Valley HS MPR, Requisition R22-00865

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Kenco Construction Services, Inc. ("Inspector Firm") as of August 18, 2021.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A20.082 for On-Going Project Inspector Services ("Agreement"), Attachment 2, generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Project Inspector agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Class 1 DSA Inspector for the Simi Valley High School MPR Renovation Project, and for inspection of other projects as allowed by DSA. The Class 1 DSA Inspector shall be assigned by Kenco to the project for the duration of the Simi Valley High School MPR Renovation Project, unless another Class 1 inspector is requested by the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. The Inspector Firm designates the following Class 1 DSA Project Inspector Tim Hoyt, for completion of Project Inspector Services for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate of \$98.00 per hour for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated amount of Two-Hundred Fifty Eight Thousand Seven-hundred Twenty Dollars (\$258,720.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated August 5, 2021 (Attachment 3, for fee only). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion May 26, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of January 5, 2022. The actual start date for these inspection services will be based on the successful bid and award of the project. The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If

Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment by the District, for the Project Inspector Services provided after expiration of the Construction Time.

6. Agreement Terms. The terms and conditions of Agreement A20.082 for Ongoing Services and this Agreement R22-00865 apply to these services and replace the Project Inspector Agency Agreement and Contract Duties listed in the proposal from Inspection Firm dated August 5, 2021 (Attachment 3, for fee only). All terms of the Agreement for Ongoing Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Inspector Firm"
Kenco Construction Services, Inc.

By: _____
 Ron Todo

Title: Associate Superintendent

By: Kenneth Hinge 8-05-21
 Ken Hinge

Title: President

**ATTACHMENT 1 TO AGREEMENT R22-00865
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

PROJECT: ROYAL HIGH SCHOOL MPR BUILDING RENOVATION

Project Inspector (Kenco to designate below)	DSA Certification No.	Hourly Billing Rate	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$98.00
		<u>Overtime</u> (authorization by District in advance required) Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$147.00
		<u>Premium Overtime</u> (authorization by District in advance required) Saturdays (more than 8 hours per work day) Sundays Holidays	\$147.00

AGREEMENT A20.082 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into February 19, 2020 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **Kenco Construction Services, Inc.** ("Inspector Firm"); the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as "the Projects" and singularly referred to as "an Assigned Project".

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect ("DSA").

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

WHEREAS, in or about August, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from project inspector firms to provide project inspector services on an on-going basis.

WHEREAS, the Inspector Firm submitted a written response to the RFQ ("the RFQ Response"); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain Inspector Firm to provide and perform project inspector services in connection with the construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A.

WHEREAS, Inspector Firm has accounted for all of the projected costs associated with AB-5 in its Proposal for the Project Assignment Amendment (PAA).

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

WHEREAS, Inspector Firm is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

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

1. Project Inspector Services

1.1. General. The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be of the proper classification for the Assigned Project, and shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s)

designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) (iii) verified reports (Form DSA 6-Pf), and (iv) daily inspection reports required by the District.
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction

Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
 - 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
 - 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
 - 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion.

If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.
- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project.
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance

with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

- 2.16. Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement and the PAA, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement and the PAA set forth the limited extent to which the Inspector Firm is authorized to act as an agent or representative of the District. The Inspector Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspector Firm to act on behalf of the District.

3. District Responsibilities

- 3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.
- 3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.
- 3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

- 4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set

forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

- 4.2. Additional Project Inspector Services. If the District authorizes Additional Project Inspector Services for an Assigned Project, the compensation due the Inspector Firm for such Additional Project Inspector Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Project Inspector Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Project Inspector Services multiplied by the applicable personnel hourly rate set forth in the PAA for the Assigned Project.
- 4.3. Reimbursable Expenses. There are no Reimbursable Expenses except for those authorized in advance by the District. If the District authorizes any Reimbursable Expenses, the Inspector Firm will be paid the direct actual costs (including credits for trade discounts) of the authorized Reimbursable Expense item without mark-up.
- 4.4. Inspector Firm Billings to District. During the course of providing Project Inspector Services for an Assigned Project, the Inspector Firm shall submit monthly billing invoices to the District for payment for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. If PAAs are issued by the District to the Inspector Firm for multiple Assigned Projects and the Inspector Firm is concurrently providing Project Inspector Services for such Assigned Projects, the Inspector Firm shall submit separate billing invoices to the District for each separate Assigned Project. Inspector Firm's billings shall be in such form and format as may be reasonably requested by the District and shall be based upon the actual time of the Inspector Firm's Project Inspector(s) incurred to complete Project Inspector Services, multiplied by the applicable hourly rate for each Project Inspector, as set forth in the PAA for an Assigned Project.
- 4.5. District Payment to Inspector Firm. Within thirty (30) days of receipt of Inspector Firm's billing invoices, the District will make payment to Inspector Firm of undisputed amounts due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses for an Assigned Project. The District may withhold or deduct portions of the payment otherwise due to the Inspector Firm hereunder if Inspector Firm or the Project Inspector of an Assigned Project fails to timely and completely perform material obligations to be performed on its part under this Agreement or the PAA for an Assigned Project, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 4.6. Inspector Firm's Payments. The Inspector Firm shall promptly pay its employees and others performing or providing Project Inspector Services or authorized Additional Project Inspector Services for an Assigned Project upon receipt of payments from the District. If required by applicable law, rule or regulation, the Inspector Firm's payments to personnel providing or performing Project Inspector Services or authorized Additional

Project Inspector Services for an Assigned Project shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder, with separate endorsements identifying Simi Valley Unified School District as an Additional Insured. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each

policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 5.6. District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

5.7. Indemnity.

- 5.7.1. Inspector Firm Indemnity of District. To the fullest extent permitted by law, the Inspector Firm shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Inspector Firm's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful acts, omissions, errors and/or other conduct of Inspector Firm, Project Inspector(s) or the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement and any PAA issued hereunder. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement and the PAA or termination of this Agreement or the PAA until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

- 5.7.2. District Indemnity of Inspector Firm. The District shall indemnify and hold harmless Inspector Firm from all claims arising out of bodily injury (including death) and physical damage (other than to the Assigned Project itself and property covered by a policy of Builder's Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall ~~expire~~ sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

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

7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.

7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services

and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.

8. Miscellaneous

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
- 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
- 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
- 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.
- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to Inspector Firm:

Ken Hinge
President
Kenco Construction Services, Inc.
1230 Dorris Ave.
Oxnard, CA 93030

8.8. Disputes.

- 8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.
- 8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.
- 8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.
- 8.8.4. Binding Arbitration.
- 8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in controversy between the District and the Inspector Firm which are not resolved by

non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

- 8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.
- 8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Inspector Firm has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds

exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.

- 8.8.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Inspector Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Inspector Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Inspector Firm expressly waives and relinquishes any recovery of special or consequential damages from the District.

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which establishes the specific terms and conditions for the Inspector Firm's performance and

provision of Project Inspector Services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Inspector Firm, the Inspector Firm shall have no right to provide project inspection services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Project Inspector.

10. Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

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

"DISTRICT"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____

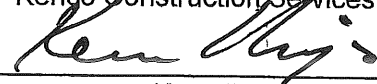

Ron Todo

Title: Associate Superintendent of Business
& Facilities

"INSPECTOR FIRM"

Kenco Construction Services, Inc.

By: _____



Ken Hinge 2-5-20

Title: President

**EXHIBIT A TO
AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES
PROJECT ASSIGNMENT AMENDMENT**

AGREEMENT R20-03444

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Kenco Construction Services, Inc. ("Inspector Firm") as of February 19, 2020.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A20.082 for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Project Inspector agree as follows:


1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Class 1 DSA Inspector for the Royal High School MPR Renovation Project, and for inspection of other projects as allowed by DSA. The Class 1 DSA Inspector shall be assigned by Kenco to the project for the duration of the Simi Valley High School MPR Renovation Project, unless another Class 1 inspector is requested by the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. The Inspector Firm designates the following Class 1 DSA Project Inspector Tim Hoyt #811, for completion of Project Inspector Services for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate of \$90.00 per hour for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated amount of Two-Hundred Eighty-Five Thousand One-hundred Twenty Dollars (\$285,120.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated February 3, 2020 (Attachment 2). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established Four-Hundred and Fifty (450) calendar days for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of April 14, 2020. The actual start date for these inspection services will be based on the successful bid and award of the project. The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction

Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment by the District, for the Project Inspector Services provided after expiration of the Construction Time.

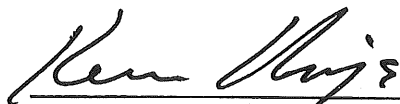
6. Agreement Terms. The terms and conditions of Agreement A20.082 for Ongoing Services and this Agreement R20-03444 apply to these services and replace the Project Inspector Agency Agreement and Contract Duties listed in the proposal from Inspection Firm dated February 3, 2020 (Attachment 2). All terms of the Agreement for Ongoing Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: 
 Ron Todo
 Title: Associate Superintendent

"Inspector Firm"
Kenco Construction Services, Inc.

By: 
 Ken Hinge 2-5-20
 Title: President

**ATTACHMENT 1 TO AGREEMENT R20-03444
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

PROJECT: ROYAL HIGH SCHOOL MPR BUILDING RENOVATION

Project Inspector (Kenco to designate below)	DSA Certification No.	Hourly Billing Rate	
<i>Tim Hoyt</i>	#811	Straight Time Mondays-Fridays (8 hour work day)	\$90.00
		Overtime (authorization by District in advance required) Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$135.00
		Premium Overtime (authorization by District in advance required) Saturdays (more than 8 hours per work day) Sundays Holidays	\$135.00

Attachment 2



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

DSA Cert #4922 – Class 1.

EIN #27-2782038

SOS Corp. # 3245180

*"Building Safer Schools"***Proposal for DSA Inspection.****Date:** 02-03-20**Project Client:** Simi Valley Union School District
101W Cochran St. Simi Valley, Ca. 93065**Project Name:** Royal High School – MPR Renovation/Addition
1402 Royal Ave. Simi Valley, Ca. 93065**DSA App. Number:** A# 03-118787 File #: 56-H6**Scope of Work:** One onsite DSA certified inspector for the Renovation and Alteration of the Royal HS MPR, Building M (A#27167, #03-107180). Including associated site work. Fire Alarm system and utilities. Including all required DSA documentation.**Project Rate:** \$90.00 per hour for DSA Inspections. 8 hrs. a day, not to exceed 40 hrs. per week.Estimated project start date: April 1st, 2020Estimated project completion date..... August 31st, 2021

18 months (396 days, 3168 hrs.)

Estimated Proposal \$ 285,120.00

NOTE: Please be advised that all inspections are subject to contractor performance. Therefore this estimated cost proposal is an estimate and subject to increase or credit. If "Over Time" work becomes necessary, all OT must be approved by the District prior to OT inspections. OT is at a rate of \$135.00 per hour after 40 hrs. per week, all holidays, weekends, and anything over 8 hours a day.

Project Inspector Agency Agreement and Contract Duties:

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

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

Page 1

KENCO Construction Services, Inc.
1230 Doris Ave. Oxnard, Ca. 93030
phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Business & Facilities, Consent #33

3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the DSA approved Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **April 1st, 2020** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors/consultants introduced to the District through, or under the employment of, KENCO Construction Services, Inc. for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, Inc. unless written permission is granted prior to each relationship.
6. **The Simi Valley Unified School District** agrees to pay KENCO Construction Services, Inc. the invoiced amount of the project services billed at a rate of **\$90.00 per hour for one DSA Certified Inspector** within **15 working days** of receipt of invoice or by the 15th of each month, whichever comes first. KENCO Construction Services (project inspectors/project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders, or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to project inspectors, engineers, or project managers working directly on the project. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, a DSA certified project inspector/manager will be assigned to oversee the project, and shall be responsible for accurate reporting of all activities to the Inspector of Record (IOR) upon his/her return. If the IOR cannot return with-in 2 weeks, KENCO will notify the District, Architect, and DSA and provide a DSA certified inspector for the District, Architect, and DSA approval.

X **Ken Hinge** Digitally signed by Ken Hinge
DN: cn=Ken Hinge, o=KenCO, ou=DSA,
email=kenhinge@kenco-inc.com, c=US
Date: 2020.02.03 15:00:08 -0800

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 02-03-20

X _____

District Authorized Agent
Simi Valley Unified School District
Date:

KENCO Construction Services, Inc.
1230 Doris Ave. Oxnard, Ca. 93030
phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Timothy D. Hoyt

659 Camino De La Luna
Newbury Park California 91320

Mobile: 805-443-3002
E-mail: timhoyt5@yahoo.com

Profile

Over 38 years in the construction industry with 33 years of Division of the State Architect (DSA) General Building Inspection CLASS 1, Project Management and Co-ordination experience in California K-12 Schools and Community Colleges. Well versed in plan reading, constructability reviews, and all applicable up to date building codes. Leadership and communication skills with Owners, School Districts, Design professionals, Contractors and Community Groups. Overseen, supervised and trained multiple Inspectors.

Summary of Qualifications

- Certified by the DEPARTMENT OF GENERAL SERVICES, DIVISION OF THE STATE ARCHITECT (DSA) PROJECT INSPECTOR CLASS 1, CERTIFICATE #811.
- 2008 DSA IN-DEPTH FIRE AND LIFE SAFETY CERTIFICATE.
- 2008 DSA IN-DEPTH ELECTRICAL CERTIFICATE.
- 2004 CALIFORNIA ELECTRICAL TRAINING CERTIFICATION.
- 2001 FIRE & LIFE SAFETY CODE CERTIFICATION FOR DOORS AND HARDWARE.
- 2000 CERTIFICATE FOR PROJECT MANAGEMENT & SCHOOL CONSTRUCTION FROM THE ACADEMY FOR BUSINESS CAREER DEVELOPMENT.
- 1983 MASTERS BUILDERS ASSOCIATION
CIVIL ENGINEERING AND CONSTRUCTION SUPERVISORS CERTIFICATION, MBA.

DSA PROJECT INSPECTOR & PROJECT MANAGER

Professional experience

JUNE 2019 TO PRESENT

SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT, SANTA YNEZ, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- Santa Ynez Valley Union High School Modernization & Addition: Kitchen, Dining, Food Court, Culinary Arts, Business Offices – Total 13,936 SF Wood Frame, Occupancy Type E, A2 and B, Type VB NS. \$6 Million DSA# 03-119086

MARCH 2017 TO MAY 2019

OXNARD SCHOOL DISTRICT, OXNARD, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- Elm Elementary School K-8 New Campus wood/metal frame (44,280 sf)
Type VA fully sprinklered Double Story Classroom Buildings
Type VB fully sprinklered Admin/Media, Kindergarten, Multi-Purpose Buildings: \$25 Million DSA# 03-116407.

NOVEMBER 2016 TO MARCH 2017

SAN DIEGO CENTRAL COURTHOUSE, SAN DIEGO, CALIFORNIA

SPECIALTY FIRE ALARM INSPECTOR

- San Diego Central Courthouse Inspection of Fire Alarm and fire door system throughout newly constructed 25-story building plus 3 high security Basement levels. Co-ordinated final Inspections with State Fire Marshall: \$500 Million.

November 2011 TO OCTOBER 2016

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – CLASS 1

- Los Angeles City College Clausen Hall Modernization (State of the Art Music Hall, Classrooms & Offices): \$16.5 Million DSA# 03-113591.
- Los Angeles City College Red Line Project: \$5.5 Million DSA# 03-112721.



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

DSA Cert #4922 – Class I.

EIN #27-2782038

SOS Corp. # 3245180

"Building Safer Schools"

Proposal for DSA Inspection.

Date: 08-05-21

Project Client: Simi Valley Union School District
875 Cochran St. Simi Valley, Ca. 93065

Project Name: Simi Valley High School – MPR Renovation – (2nd Bid)
5400 Cochran St. Simi Valley, Ca. 93065

DSA App. Number: A# 03-118786 **File #:** 56-H6

Scope of Work: One onsite DSA certified inspector for the Renovation and Alteration of the Simi Valley HS MPR Building. Including associated site work.
Fire Alarm systems, utilities, and all required DSA documentation.

Project Rate: \$98.00 per hour for DSA Inspections. 8 hrs. a day, not to exceed 40 hrs. per week.

Estimated project start date: **January 5th, 2022**

Estimated project completion date..... **May 26th, 2023**
15 months (330 days, 2640 hrs.)

Estimated Proposal \$ 258,720.00

NOTE: Please be advised that all inspections are subject to contractor performance.
Therefore, this estimated cost proposal is an estimate and subject to increase or credit.
If "Over Time" work becomes necessary, all OT must be approved by the district prior to OT inspections.
OT is at a rate of \$147.00 per hour after 40 hrs. per week, all holidays, weekends, and anything over 8 hours a day.

Project Inspector Agency Agreement and Contract Duties:

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

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

KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com Business & Facilities, Consent #33

EXHIBIT "A"

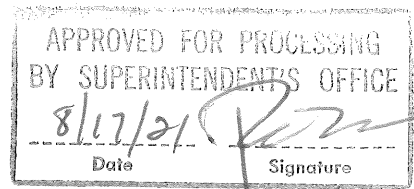
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the DSA approved Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **January 2022** and remain in effect continuously until completed or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors/consultants introduced to the district through, or under the employment of, KENCO Construction Services, Inc. for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, Inc. unless written permission is granted prior to each relationship.
6. **The Simi Valley Unified School District** agrees to pay KENCO Construction Services, Inc. the invoiced amount of the project services billed at a rate of **\$98.00 per hour for one DSA Certified Inspector** within 15 working days of receipt of invoice or by the 15th of each month, whichever comes first. KENCO Construction Services (project inspectors/project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders, or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to project inspectors, engineers, or project managers working directly on the project. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, a DSA certified project inspector/manager will be assigned to oversee the project and shall be responsible for accurate reporting of all activities to the Inspector of Record (IOR) upon his/her return. If the IOR cannot return within 2 weeks, KENCO will notify the District, Architect, and DSA and provide a DSA certified inspector for the District, Architect, and DSA approval.

X Kenneth Hinge

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 08-05-21

X _____

District Authorized Agent
Simi Valley Unified School District
Date:



TITLE: APPROVAL OF AGREEMENT NO. R22-00914 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE SANTA SUSANA HIGH SCHOOL IRRIGATION UPGRADE PROJECT

Business & Facilities
Consent #34

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Santa Susana Irrigation Upgrade Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. R22-00914 (Exhibit B) is for providing a project inspector for the Santa Susana Irrigation Upgrade Project for an estimated amount of \$8,670.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-00914 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the Santa Susana high school Irrigation Upgrade Project.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-00914 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the Santa Susana high school Irrigation Upgrade Project.

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Santa Susana HS Irrigation Upgrade, Requisition R22-00914

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 18, 2020**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Santa Susana Irrigation Upgrade Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
_____.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 9, 2021 and identified on attached Exhibit 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Exhibit 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Eight Thousand Six-Hundred Seventy Dollars (\$8,670.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion January 28, 2022 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of October 4, 2021. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided

after expiration of the Remaining Construction Time.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

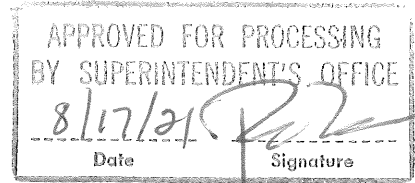
"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By:  _____
Stephen K. Payte
Title: Vice President

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R19-04561 FOR PROJECT INSPECTOR SERVICES
PROJECT: Simi Institute for Careers & Education Modular MPR Building

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	



TITLE: APPROVAL OF AGREEMENT NO. R22-00917 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE SANTA SUSANA HIGH SCHOOL BLACK BOX THEATER PROJECT

Business & Facilities
Consent #35

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Santa Susana Black Box Theater Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. R22-00917 (Exhibit A) is for providing a project inspector for the Santa Susana Black Box Theater Project for an estimated amount of \$55,250.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-00917 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the Santa Susana High School Black Box Theater Project.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, approved Agreement No. R22-00917 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the Santa Susana High School Black Box Theater Project.

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Santa Susana HS Black Box Theater, Requisition R22-00917

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 18, 2020**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Santa Susana Black Box Theater Project.**
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 9, 2021 and identified on attached Exhibit 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. See Exhibit 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Fifty-Five Thousand Two-Hundred Fifty Dollars (\$55,250.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion October 31, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of June 1, 2022. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining

Santa Susana Black Box Theater – Project Inspection Services
Agreement No. R22-00917 Stephen Payte DSA Inspections, Inc.

Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

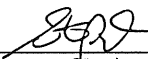
By:  _____
Stephen K. Payte
Title: Vice President

EXHIBIT 1 TO

PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R1R22-00917 FOR PROJECT INSPECTOR SERVICES

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Exhibit 2, For Fee Only

Proposal for Inspection Services

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

August 9, 2021

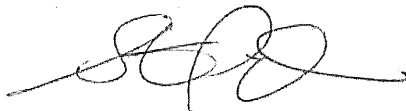
Please accept this as our proposal for Inspection Services for the Santa Susana HS Black Box Theater project as described below:

We will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$85.00 per hour for the duration of the project, expected to last from mid-2022 until Sept/Oct 2023. Inspection requirements are expected to average about 10 hours per week and as such, depending on exact schedule, the total estimated cost should not exceed \$55,250

Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time unless otherwise discussed with and agreed upon with Inspector.

As always, we appreciate the continued opportunity to work with the District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



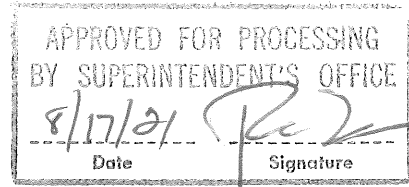
STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com

www.DSAInspections.com



TITLE: APPROVAL OF AGREEMENT NO. R22-00916 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE VISTA ELEMENTARY SCHOOL CLASSROOM RENOVATION PROJECT

Business & Facilities
Consent #36

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Santa Susana Black Box Theater Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. R22-00916 (Exhibit A) is for providing a project inspector for the Vista ES Classroom Renovation Project for an estimated amount of \$4,182.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-00916 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the Vista ES Classroom Renovation Project.

On a motion # 29, by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-00916 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the Vista ES Classroom Renovation Project.

Ayes: LaBelle
Smolen
Bagdasaryan
Dough
Jubran Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Vista ES Classroom Renovation, Requisition R22-00916

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 18, 2020**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Vista ES Classroom Renovation Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 9, 2021 and identified on attached Exhibit 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$82.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Exhibit 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Four Thousand One-Hundred Eight-Twp Dollars (\$4,182.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion November 30, 2021 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of August 18, 2021. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided

after expiration of the Remaining Construction Time.

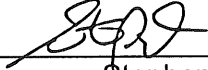
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By:  _____
Stephen K. Payte
Title: Vice President

**EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-00916 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$82.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Exhibit 2, For Fee Only

Proposal for Inspection Services

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

August 9, 2021

Please accept this as our proposal for Inspection Services for the non-DSA Classroom Renovation project at Vista Elementary School as described below:

We will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$82.00 per hour for the duration of the project. Project is expected to last approximately two months (roughly 8.5 weeks) and will be performed after school hours. As currently scheduled, project should require 4-6 hours per week of inspection and as such, the total estimated cost for this project should not exceed \$4,182.

No four-hour minimums will be required with this project as it is being inspected in conjunction with other projects.

As always, we appreciate the continued opportunity to work with the District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

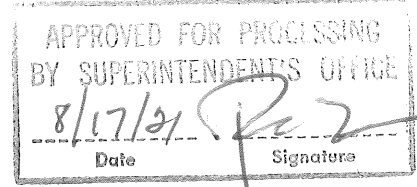
Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com

www.DSAInspections.com

Business & Facilities, Consent #36



TITLE: APPROVAL OF AGREEMENT NO. R22-00915 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE DISTRICT WIDE NOTIFICATION SYSTEM

Business & Facilities
Consent #37

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Santa Susana Black Box Theater Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. R22-00915 (Exhibit A) is providing a project inspector for the District Wide Notification System Project for an estimated amount of \$79,560.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-00915 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the District Wide Notification System.

On a motion # 29 by Trustee LaBolle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-00915 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc., for Inspection of the District Wide Notification System.

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the District Wide Notification System Project, Requisition R22-00915

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 18, 2020**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the District Wide Notification System Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
_____.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 9, 2021 and identified on attached Exhibit 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Exhibit 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Seventy-Nine Thousand Five-Hundred Sixty Dollars (\$79,560.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion estimated at January 31, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of December 20, 2022. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector

Services provided after expiration of the Remaining Construction Time.


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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By: _____

Stephen K. Payte
Title: Vice President

**EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-00915 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Exhibit 2, For Fee Only

Proposal for Inspection Services

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

August 9, 2021

Please accept this as our proposal for Inspection Services for the non-DSA Clock Bells and Notification Upgrade project throughout the District as described below:

We will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$85.00 per hour for the duration of the project, expected to last approximately thirteen months. This project is expected to require about 40 hours of pre-construction plan review and then 10-16 hours per week of instruction for the duration of the schedule. As such, the total estimated cost should not exceed \$79,560.

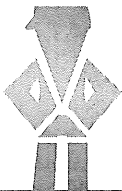
No four-hour minimums will be required with this project as it is being inspected in conjunction with other projects.

As always, we appreciate the continued opportunity to work with the District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

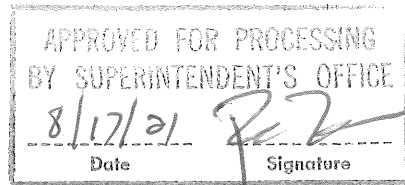
Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com

www.DSAInspections.com

Business & Facilities, Consent #37



TITLE: APPROVAL OF AGREEMENT NO. R22-00927 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MOLLENHAUER CIVIL GROUP, INC., FOR THE DESIGN AND ENGINEERING OF THE EXISTING STAIR REPLACEMENT, AT VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent #38

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

At Valley View, the District replaced a portion of the existing stair leading from the main campus to the sports fields. The top portion of the stair now needs to be replaced, to eliminate a tripping hazard. Mollenhauer Civil Group, Inc., will design and engineer the replacement of the existing stairs through construction administration services.

Fiscal Analysis

Agreement No. R22-00927 (Exhibit A) is for providing a design and engineering services for the Existing Stair Replacement, at Valley View MS, for an estimated amount of \$8,825.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. R22-00927 between Simi Valley Unified School District and Mollenhauer Civil Group, Inc., for the Design and Engineering of the Existing Stair Replacement, at Valley View Middle School.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-00927 between Simi Valley Unified School District and Mollenhauer Civil Group, Inc., for the Design and Engineering of the Existing Stair Replacement, at Valley View Middle School.

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

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A17.322

**VALLEY VIEW MIDDLE SCHOOL DESIGN AND ENGINEERING SERVICES FOR THE EXISTING
STAIR REPLACEMENT, REQUISITION R22-00927**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on or about August 18, 2021.

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

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

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

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

Design and Engineering Design for the Existing Stair Replacement at Valley View Middle School. as further described in the attached Proposal from Engineer dated August 9, 2021 (Attachment 1, For Fee Only).

- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is design, engineering, and construction administration services.

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

Basic Services Descriptions
Field survey, including spot elevations at pavement and areas contiguous to the pavement, invert elevations of storm drains and catch basins, and survey of areas necessary for design of new improvements.
Provide engineering design of the replacement of the existing stairs.
Construction Documents and Construction administration services.
Provision of complete AutoCAD and pdf electronic files.

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

Design Disciplines; Design Consultants
Land Surveyor, as required
Civil Engineer

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

Basic Services Phases	Completion Date
Preliminary Design	9/10/21
Civil Engineering	10/10/21
Construction Administration	As required

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a total not-to exceed-fee of **Eight Thousand Eight-Hundred Twenty-Five Dollars (\$8,825.00)**.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: Not Applicable.
8. **Agreement Terms.** All terms of Agreement A17.322 are incorporated herein and applicable to the Assigned Project, except as specifically modified by the terms of this PAA. The Standard Terms and Conditions that were included in the original Proposal from Engineer are replaced by the Terms and Conditions of Agreement A17.322.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

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

District
Simi Valley Unified School District

By: _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By: _____
Thomas Tran

Title: Senior Vice-President, Civil Engineering

Attachment 1, For Fee Only



August 9, 2021

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

Attention: Mr. Jeff Kipp
Bond Construction Manager

Re: Simi Valley Unified School District (SVUSD)
Valley View Middle School – Existing Stairs Replacement
Civil Engineering
MG Proposal # P21.130.004

Dear Mr. Kipp:

In response to the District request for proposal of August 6, 2021, we are pleased to submit our proposal for civil engineering and surveying services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff:

SCOPE OF SERVICES

Civil Engineering Services:

Construction Document Phases

- Preparation of on-site finish grading, and civil utility plans for the on-site improvements plans for non-building areas of the site at a scale of 1" = 20'. This work will be delineated on a copy of the topographic survey plan provided to us. These plans will identify slopes, drainage patterns, gutter flow-lines, catch basins, and grades for finished surface on pavement and walkways.
- Preparation of a site demolition plan for the subject project to be drawn on an electronically screened copy of the site topographic survey.
- Preparation of the appropriate site details, notes and calculations for the grading and utility plans.
- Attendance at design team meetings when items of a civil engineering nature are to be discussed. We anticipate a maximum of two such meetings will be required on a project of this type.

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

Mr. Jeff Kipp
Valley View Middle School
Existing Stairs Replacement
August 9, 2021
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Construction Administration Phase

- Participate in a Pre-Construction Meeting prior to commencement of work at the site.
- Visit the site at intervals appropriate to the various stages of construction, as we deem necessary, in order to observe the progress of the Work. Such visits and observations by our firm, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to us in our agreement with your firm and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on our exercise of professional judgment observations. We anticipate a maximum of three such visits will be performed.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- Recommend Change Orders to the client as appropriate.
- Review Shop Drawings and Submittals and other data which contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Preparation of record drawings for site work based upon information provided by the contractor.

DESIGN FEE

Fee for our civil engineering services will be billed monthly as the work progresses on an hourly basis in accordance with the attached rate schedule with a maximum charge of \$ 8,825.00 for the work items noted above.

REIMBURSABLE EXPENSES

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

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a

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general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

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

ASSUMPTIONS

In developing our proposal we have made the following assumptions:

- Permitting and plan checking by Division of State Architects (DSA), City of Simi Valley, County of Ventura and any agency having jurisdiction other than the District will not be required.
- Our proposal does not include the design of any pumps or pumping systems, utility tunnels, medical gas lines, steam lines, chilled water lines, grease interceptors, clarifiers, fuel or oil lines or tanks, regardless of their location on the site. The design and detailing of same will be by the project mechanical engineer.
- The construction of the project will not be phased.
- Total Cost Management (TCM), value engineering, and partnering sessions are not included in our proposal.

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| t: 213 624-2661
| www.mollenhauergroup.com

Mr. Jeff Kipp
Valley View Middle School
Existing Stairs Replacement
August 9, 2021
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CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project.

Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



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

Authorization to Proceed:

By: _____

Title: _____

Date: _____

Enclosures:

Rate Schedule
Standard Terms and Conditions

MOLLENHAUER GROUP CIVIL, INC.
STANDARD TERMS AND CONDITIONS

The following standard terms and conditions are integrated into and form a part of the August 9, 2021, proposal P21.130.004 between Simi Valley Unified School District (CLIENT") and the Mollenhauer Group Civil, Inc. and its subsidiaries ("CONSULTANT"). Hereinafter referred to as the "Proposal." No signature or initial of any party is required to affect these standard terms and conditions. These standard terms and conditions together with the Proposal shall be referred to herein as the "Agreement."

CLIENT's Requirements

1. CLIENT agrees to provide to CONSULTANT the name and address of the record owner of the real property upon which the Project is to be located ("OWNER"). CLIENT represents OWNER for the purposes of this Agreement. By accepting the terms of this Agreement, CLIENT accepts on behalf of CLIENT and OWNER.

2. CLIENT shall provide CLIENT's requirements for the project that is the subject of the Proposal ("Project"), including objectives and constraints, design and construction standards, and insurance requirements. CLIENT shall provide information pertinent to Project upon which CONSULTANT may rely.

3. CLIENT shall arrange for access by CONSULTANT upon public and private property, obtain consents, approvals, licenses, and permits, provide services necessary for Project not within scope of CONSULTANT's services, and promptly notify CONSULTANT if CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

Delays and Extra Services

4. Delays in the Project beyond CONSULTANT's control or caused by third parties, work slowdowns or stoppages, accidents, acts of God, CLIENT's non-performance, failure of CLIENT to furnish timely information or promptly approve or disapprove of CONSULTANT's services or instruments of service shall not cause CONSULTANT to be in default of this Agreement. CLIENT agrees that, to the extent such delays cause CONSULTANT to perform extra services, CLIENT shall compensate CONSULTANT for such services according to the rate schedule attached to the Proposal.

5. Notwithstanding any prior agreement, written, oral, or otherwise on scope of services to be rendered, including as set forth in the Proposal, no approval, written or otherwise, is required from the CLIENT for services that CONSULTANT renders beyond any defined scope of CONSULTANT's services. Payment shall be due for all services rendered by CONSULTANT according to the rate schedule attached to the Proposal.

6. CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. CLIENT shall maintain in good standing all governmental approvals or permits and timely apply for any necessary extensions thereof.

CONSULTANT's Instruments of Service

6. All items prepared by CONSULTANT are instruments of service on which CONSULTANT retains all copyrights. All maps, plans, drawings, specifications, and other instruments prepared by CONSULTANT will remain the property of CONSULTANT and may not be used by CLIENT for any purpose other than as specified in the Proposal or as permitted by CONSULTANT. CLIENT's reuse or use of such items for the purposes of completion of the Project by others without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and representatives against claims resulting from such prohibited use.

Client: Simi Valley Unified School District

Billings

7. All charges of CONSULTANT shall be due at the time of billing. The billing is deemed correct and binding on CLIENT unless CLIENT notifies CONSULTANT in writing of alleged errors within ten days from the date of receipt of such billing. Charges shall be overdue 30 days after billing ("Overdue Charges"). CLIENT agrees to pay a monthly late payment fee ("Late Fee") on any Overdue Charges. The Late Fee shall equal one and one-half percent per month on the balance due, not to exceed the maximum legal rate. Overdue Charges shall, at CONSULTANT's option, be deemed a material breach of this Agreement for which CONSULTANT may suspend or terminate its obligations related to either the Project or any other services to CLIENT or OWNER.

Termination

8. Either party may terminate their obligation to provide further services under this Agreement upon ten days' written notice to the other party. If this Agreement is terminated before the completion of all services, CLIENT agrees to release CONSULTANT from all liability for services performed. CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination. CONSULTANT, however, has the right, but not the obligation, to complete all services to be rendered pursuant to this Agreement.

No Warranty

9. CONSULTANT makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that its services are performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

Indemnity

10. Client shall indemnify CONSULTANT, its employees, agents, and representatives against claims arising out of failure to follow CONSULTANT's recommendations. These indemnity provisions shall be incorporated into all contracts that CLIENT enters into related to the Project. CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its subcontractors, representatives, agents, officers, directors, and employees from and against all claims, damages, losses, liability, and expenses, whether direct, indirect, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising from or relating to the actual, alleged, or threatened discharge, dispersal, release, or escape of any "hazardous substance" as the term is defined by local, state, or federal regulations, statutes, or case law.

Damage Limitation

11. CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages arising from or relating to CONSULTANT's services. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES AND EXPENSE ARISING FROM OR RELATING TO CONSULTANT'S SERVICES SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. CLIENT AND CONSULTANT acknowledge that they expressly negotiated and agreed upon this term.

Design Professional's Lien; Mechanic's Lien

12. This Agreement shall not be construed to preclude CONSULTANT from exercising any rights that CONSULTANT may have related to any design professional's lien, mechanic's lien or stop notice right.

13. CLIENT, on behalf of itself and OWNER, waives the following requirements of California Civil Code §8300, *et seq.*, the Design Professional's Lien law: (a) CONSULTANT may assert a Design Professional's Lien on any property on which CONSULTANT renders services regardless of whether any governmental entity has issued a building permit in furtherance of any work of improvement. (b) CONSULTANT may assert a valid Design Professional's Lien without any prior demand for payment. (c) CLIENT, on behalf of itself and OWNER, waives any statutory right to any advance notice of the amount of default on any payment under any written Contract and any specific method of delivery of any notice of default. (d) CLIENT, on behalf of itself and OWNER waives the requirement that CONSULTANT have a direct contractual relationship with OWNER.

Dispute Resolution

14. Except for an action to collect fees within the jurisdiction of the small claims court or to perfect or enforce a design professional's lien, mechanic's lien, or stop notice remedy, CLIENT, on behalf of itself and OWNER, and CONSULTANT agree that all disputes between them arising out of or relating to the Project or the subject matter of this Agreement shall be submitted to nonbinding mediation to be conducted at the Los Angeles offices of the American Arbitration Association. Mediation shall be conducted according to the Construction Industry Mediation Procedures of the American Arbitration Association in effect at the time a demand for mediation is filed with the Association. The parties shall equally in the cost and fees of mediation.

15. In the event the parties to this Agreement are unable to reach a settlement through the mediation described above, the parties agree that all claims and dispute, except those excluded under paragraph 14 above, shall be submitted to binding arbitration. The arbitration shall be conducted at the Los Angeles offices of Judicate West before a single arbitrator who shall be a retired Superior Court Judge. The parties shall share equally in the costs and fees of the arbitration, subject to an award of reimbursement to the prevailing party under paragraph 16 below. The written decision of the arbitrator shall be final and conclusive as to the parties to this Agreement. The arbitrator shall make all decisions regarding discovery that may be permitted prior to the hearing. All requests for discovery shall be submitted first to the arbitrator who will rule on the necessity, scope and other limitations of all discovery. Any party may file a petition with any court of competent jurisdiction to enter the award of the arbitrator as a judgment.

Attorney's Fees

16. The prevailing party in any lawsuit or arbitration shall be entitled to recover its reasonable attorney's fees incurred, including but not limited to, court costs, arbitration fees and costs, including that of the arbitrator, expert witness fees, and post-judgment collection related fees and expenses.

Choice of Law

20. This Agreement shall be governed by California law. The venue for resolution of all disputes shall be Los Angeles County, California.

Third Party Beneficiaries

18. The parties bind themselves, their successors, and representatives to perform this Agreement. Neither party shall transfer any interest in this Agreement without written consent of the other, provided, however, that CONSULTANT may employ such independent consultants, associates, and subcontractors as it deems appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties to it.

Waiver of Breach

19. No waiver by either party of its rights to pursue a remedy for a breach of any term of this Agreement shall constitute a waiver of any other or later breach.

Unenforceable Provisions

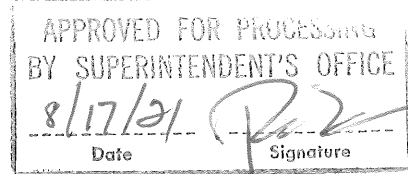
20. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

Survival of Provisions

22. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Entire Agreement

23. This Agreement represents the entire agreement between the parties and may be amended or altered only by a subsequent written instrument signed by both parties. Any and all prior verbal or written statements, communications, negotiations or agreements between the parties are merged into this agreement.



TITLE: RATIFICATION OF AGREEMENT NO. R22-00930 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND PREMIER INSPECTION SERVICES FOR DSA CLOSEOUT OF A# 03-111140 AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #39

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On December 12, 2017, the Board of Education approved the list of selected firms for on-call inspection services, which includes the firm of Premier Inspection Services. DSA closeout services are needed at Simi Valley High School. The firm of Premier Inspection Services can provide these services.

Fiscal Analysis

Agreement R22-00930 with Premier Inspection Services is for an estimated cost of \$5,175.00 (Exhibit "A"). The actual cost will be based on services performed.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, Agreement No. R22-00930 between Simi Valley Unified School District and Premier Inspection Services for DSA Closeout of A# 03-111140 at Simi Valley High School.

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A20.089

Closeout Services of DSA A#03-111140 at Simi Valley HS Three (3) Relocatables, Requisition R22-00930

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Premier Inspection Services ("Inspector Firm") as of August 18, 2021.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A20.089 for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Administrative and Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Project Inspector agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provision of DSA closeout services for 3 portable buildings located at Simi Valley High School, DSA A#03-111140.
2. Administrative and Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. The Inspector Firm designates Byron Elberts, DSA Class 3 Certification #1985 as the Project Inspector as identified in Exhibit 1 to this PAA for completion of closeout for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment, and also includes all projected costs related to AB-5, which became effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Administrative Services portion for the Assigned Project is an estimated amount of **Two-Thousand Six-Hundred Twenty-Five Dollars (\$2,625.00)**. The Project Inspector Services for the Assigned Project is an estimated amount of **Two-Thousand Five-Hundred Fifty Dollars (\$2,550.00)**. **The total estimated amount for the services under this agreement is Five-Thousand One-Hundred Seventy-Five Dollars \$5,175.00** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated August 9, 2021 (Exhibit 2). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to perform closeout services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Administrative or Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Administrative and Project Inspector Services.
5. Term of PAA. The Inspection Firm and District estimate these closeout services to require fifty (50) calendar days on a part-time basis, for the Inspection Firm to complete the closeout services for DSA certification of the portable buildings. If DSA final certification is not obtained within the Term established above, the Inspection Firm shall request an extension of the Term, without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If

DSA final certification is not obtained within the Term established above, and the Assigned Project Contract Price is exhausted, the Assigned Project Contract Price is subject to adjustment by the District, at the sole discretion of the District.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent

"Project Inspector"
Premier Inspection Services

By: _____
Shelby Parsons

Title: Co-Owner

**EXHIBIT 1 TO AGREEMENT R22-00930
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Byron Elberts	1985	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	Not applicable
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	Not applicable
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	



Premier Inspection Services

Exhibit 2

August 9, 2021

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

RE: Closeout Services of A#03-111140 (SVHS Construction of 3 relocatables)

Scope of Services:

Close-out services for the project for the above A# are estimated to require up to 35 hours, at an hourly rate of \$75.00. Invoices are to be billed on a time and material basis. Reimbursable expenses will be billed at actual cost plus 15%. Total services are estimated to be **\$2,625** (any additional costs will be approved by Lori Rubenstein).

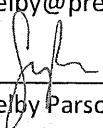
The District is solely responsible for all re-opening fees and any further fees that DSA requires in order to successfully close out each project.

DSA Class 3 project inspections that might be needed will be provided by Premier Inspection Services' inspector Byron Elberts (DSA Certification #1985) at an hourly rate of \$85.00. Total IOR services are estimated not to exceed 30 hours, NTE amount to be **\$2,550**.

Fee Breakdown is as follows:

<u>Classification</u>	<u>Hourly Cost</u>	<u>NTE Amount</u>
Administrative Services	\$75.00/Hour	\$2,625
DSA Class 3 IOR Services	\$85.00/Hour	\$2,550
		Total = \$5,175

Shelby Parsons will be your primary contact person for this submittal. If you have any questions, please do not hesitate to contact me directly at my cell (818) 279-1492, fax (818) 864-6543, or shelby@preminspect.com


Shelby Parsons, Co-Owner

08/09/2021

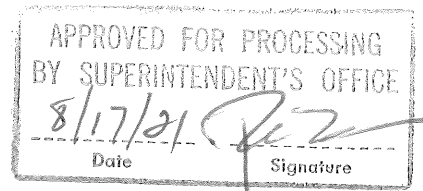
Date

Simi Valley Unified School District

Date



Teaming To Build A Better And Safer Tomorrow



TITLE: RATIFICATION OF AGREEMENT NO. R22-00929 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND PREMIER INSPECTION SERVICES FOR DSA CLOSEOUT OF A# 03-107234 AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #40

August 17, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On December 12, 2017, the Board of Education approved the list of selected firms for on-call inspection services, which includes the firm of Premier Inspection Services. DSA closeout services are needed at Simi Valley High School. The firm of Premier Inspection Services can provide these services.

Fiscal Analysis

Agreement R22-00929 with Premier Inspection Services is for an estimated cost of \$7,500.00 (Exhibit "A"). The actual cost will be based on services performed.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 29 by Trustee LaBelle, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, Agreement No. R22-00929 between Simi Valley Unified School District and Premier Inspection Services for DSA Closeout of A# 03-107234 at Simi Valley High School.

Ayes: LaBelle
Smoller
Bagdasaryan
Blough
Jubian Noes: 0 Absent: 0 Abstain: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A20.089

Closeout Services of DSA A#03-107234 at Simi Valley HS Eighteen (18) Relocatables,
Requisition R22-00929

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Premier Inspection Services ("Inspector Firm") as of August 18, 2021.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A20.089 for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Administrative and Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Project Inspector agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provision of DSA closeout services for 18 portable buildings located at Simi Valley High School, DSA A#03-107234.
2. Administrative and Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. The Inspector Firm designates Byron Elberts, DSA Class 3 Certification #1985 as the Project Inspector as identified in Exhibit 1 to this PAA for completion of closeout for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment, and also includes all projected costs related to AB-5, which became effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Administrative Services portion for the Assigned Project is an estimated amount of **Seven-Thousand Five-Hundred Dollars \$7,500.00** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated August 9, 2021 (Exhibit 2). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to perform closeout services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Administrative or Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Administrative and Project Inspector Services.
5. Term of PAA. The Inspection Firm and District estimate these closeout services to require fifty (50) calendar days on a part-time basis, for the Inspection Firm to complete the closeout services for DSA certification of the portable buildings. If DSA final certification is not obtained within the Term established above, the Inspection Firm shall request an extension of the Term, without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If DSA final certification is not obtained within the Term established above, and the Assigned Project Contract Price is exhausted, the Assigned Project Contract Price is subject to adjustment by the District, at the sole discretion of the District.

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

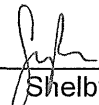
The District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent

"Project Inspector"
Premier Inspection Services

By: _____
 Shelby Parsons

Title: Co-Owner

**EXHIBIT 1 TO AGREEMENT R22-00929
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Byron Elberts	1985	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	Not applicable
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	Not applicable
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	



Premier Inspection Services

Exhibit 2

August 9, 2021

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

RE: Closeout Services of A#03-107234 (SVHS Construction of 18 relocatables)

Scope of Services:

Close-out services for the project for the above A# are estimated to require up to 25 hours, at an hourly rate of \$75.00. Architectural close-out services for the above A# are estimated to require up to 5 Principal-in-Charge hours, at an hourly rate of \$175.00, and an additional 10 Project Designer Hours, at an hourly rate of \$135.00. Invoices are to be billed on a time and material basis. Reimbursable expenses will be billed at actual cost plus 15%. Total services are estimated to be **\$4,100** (any additional costs will be approved by Lori Rubenstein).

The District is solely responsible for all re-opening fees and any further fees that DSA requires in order to successfully close out each project.

DSA Class 3 project inspections that might be needed will be provided by Premier Inspection Services' inspector Byron Elberts (DSA Certification #1985) at an hourly rate of \$85.00. Total IOR services are estimated not to exceed 40 hours, NTE amount to be **\$3,400**.

Fee Breakdown is as follows:

<u>Classification</u>	<u>Hourly Cost</u>	<u>NTE Amount</u>
Administrative Services	\$75.00/Hour	\$1,875
DSA Class 3 IOR Services	\$85.00/Hour	\$3,400
Principal-in-Charge	\$175.00/Hour	\$875
Project Designer	\$135.00/Hour	\$1,350
		Total = \$7,500



Teaming To Build A Better And Safer Tomorrow



Premier

Inspection Services

Shelby Parsons will be your primary contact person for this submittal. If you have any questions, please do not hesitate to contact me directly at my cell (818) 279-1492, fax (818) 864-6543, or shelby@preinspect.com

Shelby Parsons, Co-Owner

08/09/2021

Date

Simi Valley Unified School District

Date



Teaming To Build A Better And Safer Tomorrow