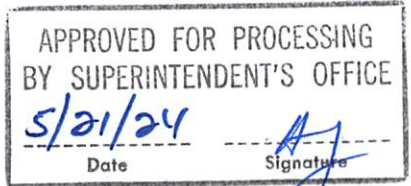


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: APPROVAL OF LIST OF SELECTED FIRMS FOR ON-CALL ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL SERVICES FOR SMALL PROJECT THROUGHOUT THE DISTRICT, B24RM429

Business & Facilities
Consent # 4

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On October 4, 2016 the Board of Education authorized advertising a Request for Qualifications (RFQ) for architectural services for the Measure X Bond Program.

The District advertised a Request for Qualifications for Architectural Services and Landscape Architectural Services, for small projects, on March 11, 2024. The projects will range from \$300,000.00 to \$1,900,000.00. On April 17, 2024 the District received five (5) packets and screening was completed on April 17, 2024. See Exhibit A.

All submitted were deemed complete submittals and qualified.

Staff recommend approval of the following list of architects and landscape architects.

Educational Analysis

These architectural firms have a substantial amount of experience designing modernization and new construction projects for California K-12 schools. Their combined experience will assist the District with implementation of projects that serve to optimize the educational program.

Fiscal Analysis

Approval of the 5 qualified architectural firms identified on the following list will provide the district with a cost-effective means to obtain proposals for required architectural and landscape architectural services, for small projects.

Recommendation

It is recommended that the Board of Education approve the following list of 5 architectural and 1 landscape architectural firms to provide on-going architectural services throughout the district, for small projects.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdassarian and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved the list of 5 architectural and 1 landscape architectural firms to provide on-going architectural services throughout the district, for small projects.

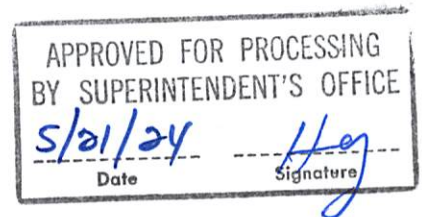
Ayes: Bagdassarian
Subram Noes: 0 Absent: 0 Abstained: 0
Smollen
Pine
vanBelle

EXHIBIT A

Architectural Services & Landscape Architectural Services, For Small Projects
May 21, 2024:

AGD (Andrew Goodwin Designs)
RACAIA, Inc
Taller Dos Flores
Westgroup Designs, Inc.
196 Architects

This list is in addition to the previously approved listed, approved March 15, 2022



TITLE: APPROVAL OF AGREEMENT NO. R24-04710 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION SERVICES FOR THE FLOOR ABATEMENT PROJECT AT GARDEN GROVE ELEMENTARY SCHOOL

Business & Facilities
Consent #5

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district requires inspection services on an as-needed basis for the floor abatement project at Garden Grove Elementary School. 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 Knowland Construction Services, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Project

Estimated Cost

Garden Grove Floor Abatement Project

\$6,000.00

The 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 \$100.00 per hour, and will be funded by Measure X.

This is replacing agreement #R24-02919, for Stephen Payte

Recommendation

It is recommended that the Board of Education approve Agreement No. R24-04710 Between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for Garden Grove Elementary Floor Abatement Project.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasyan and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-04710 between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for the Garden Grove Elementary Floor Abatement Project.

Ayes: Bagdasyan
Jubran Noes: 0 Absent: 0 Abstained: 0
Smollen
Pine
LaBelle

AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES PROJECT ASSIGNMENT AMENDMENT

Garden Grove ES Floor Abatement Project

AGREEMENT R24-04710

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. ("Inspector Firm") as of May 21, 2024.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A22.088 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 an Inspector for the Garden Grove ES Floor Abatement Project. The Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Garden Grove Floor Abatement Project, unless another inspector is requested by the District. The inspector is to remain consistent throughout the project and cannot be replaced without approval from 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, including but not limited to: Preconstruction services, Phases Schematic through Project Closeout.
3. Project Inspector. The Inspector Firm designates one of the following the Project Inspectors: Dan Alberico or Wayne Quire, for completion of Project Inspector Services for the Assigned Project. The Inspectors cannot be interchanged. The Inspector assigned will remain through the duration of the 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 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. The billing is to be monthly.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is **Not to Exceed Six Thousand Dollars (\$6,000.00)** ("Assigned Project Contract Price) per the attached Proposal from Inspector Firm dated April 12, 2024 (Attachment 2- 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 the project schedule as follows: Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents, see Attachment 1.

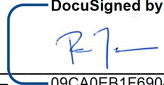
Schedule subject to change.

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. All terms of the Agreement for Ongoing Services A22.088 are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

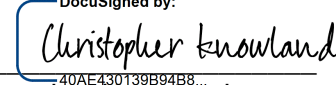
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By:  DocuSigned by:
09CA0EB1F690455...
Ron Todo
Associate Superintendent,
Business & Facilities

DS


"INSPECTOR FIRM"
Knowland Construction Services, Inc.

By:  DocuSigned by:
40AE430139B94B8...
Christopher Knowland
President

FINGERPRINT CERTIFICATE

I, Christopher Knowland, am the President of Knowland Inc.
 (Print Name) [SimiEDU45125-1] (Title)
 (Entity) I declare, state, and certify all of the following:

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

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

Entity's DOJ issued
ORI Number



N/A



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

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

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
- A. The fingerprints of each person identified on Attachment B-1 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work.

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

Executed at Los Angeles this 1 day of May, 2024.

DocuSigned by (City and State) [SimiEDU45125-1b]
Christopher Knowland
 (Signature) 40AE430139B94B8...

Christopher Knowland

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Chris Knowland

Steve Pozo

Wayne Quire

DRUG-FREE WORKPLACE CERTIFICATION

I, Christopher Knowland, am the President of
(Print Name) [SimiGOV8350] (Title)
Knowland Inc.
(Contractor Name)

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

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

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

Executed at Los Angeles this 1 day of May, 2024.
(City and State)

DocuSigned by:
Christopher Knowland
(Signature) 40AE430139B94B8...
Christopher Knowland
(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Garden Grove ES Flooring Abatement

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

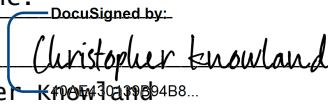
The contract between **Simi Valley Unified School District** ("District") and

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

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

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

Date: 5/1/2024

Contractor: Knowland Inc.
Signature: 
Print Name: Christopher Knowland
Title: President

NON-COLLUSION DECLARATION

PROJECT: Garden Grove ES Flooring Abatement

STATE OF CALIFORNIA

COUNTY OF Los Angeles

I, Christopher Knowland, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

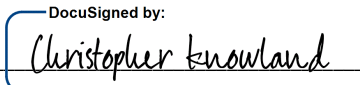
the President of Knowland Inc., the party submitting
(Title) (Bidder Name)

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

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

Executed this 1 day of May, 2024 at Los Angeles.
(City, County and State)

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

(Signature) 
DocuSigned by:
40AE430139B94B8...
Christopher Knowland
(Name Printed or Typed)

**ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R24-04710 FOR PROJECT INSPECTOR SERVICES**

| Project Inspector | DSA Certification No. | Hourly Billing Rate (Class 1 indicated below) | |
|-----------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------|----------|
| Wayne Quier or Dan Alberico, DSA Inspector, will be the inspector provided under this Project Assignment. | | <u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day) | \$100.00 |
| | | <u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM) | \$00.00 |
| | | <u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays | \$100.00 |
| | | | |
| | | <u>Straight Time</u> Mondays-Fridays (up to 8 hours per 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 | |



Attachement 2 - Fee Only

DSA INSPECTORS

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Simi Valley Unified School District**

INSPECTORS: **Wayne Quier / Robert Nelson / Bill Drake / Sandor Mate / Victor Monguel / Leo Scarpace / Juan Aguirre (or other approved IOR/PE, as required)**

PROJECT: **Garden Grove Elementary School – New VCT Flooring (Non-DSA)**

DURATION: **June 2024 – July 2025 (5 weeks; 50 hours) +10 hours contingency NTE**

RATE: **Class 1: \$100.00/hr
Class 2: \$98.00/hr
Class 3: \$94.00/hr
Project Engineer: \$72.00/hr**

TOTAL ESTIMATE: **\$6,000.00 NTE**

**Hourly Rate increase of \$3 at the start of every January of the construction/ contract period.*

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections 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, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs,

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: info@knowlandinc.com



DSA INSPECTORS

or expenses arising out of or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 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 relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Simi Valley Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (4) hour increments (to include drive time) for each site visit. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. The fee schedule shall escalate \$3/hr. each January after the contract is approved. KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Dated: April 12, 2024

Christopher Knowland

Christopher Knowland – KCS

Dated: April 12, 2024

Agent – Simi Valley USD

Certificate Of Completion

Envelope Id: BE0F0D4C79094E1E8F5C1B4DD7270B8E

Status: Completed

Subject: Complete with DocuSign: GGES Flooring Abatement - Knowland PAA R24-04710.pdf

Source Envelope:

Document Pages: 10

Signatures: 6

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

4/19/2024 4:09:17 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Christopher Knowland

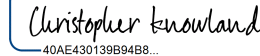
chrisk@knowlandinc.com

President

Knowland Inc.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



40AE430139B94B8...

Signature Adoption: Pre-selected Style
Using IP Address: 184.181.117.6**Timestamp**

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Resent: 4/30/2024 9:42:18 AM

Resent: 5/1/2024 8:34:17 AM

Viewed: 5/1/2024 9:14:31 AM

Signed: 5/1/2024 9:19:17 AM

Electronic Record and Signature Disclosure:

Accepted: 1/6/2023 7:11:50 AM

ID: a87fc5d7-3af9-4bee-8182-8ce4c3272e37

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2

Sent: 5/1/2024 9:19:18 AM

Resent: 5/22/2024 3:34:22 PM

Viewed: 5/22/2024 3:40:05 PM

Signed: 5/22/2024 3:40:12 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 3:40:05 PM

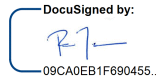
ID: 8f17c980-ea73-40d6-b49b-79a25b82ff6c

Ron Todo

ron.todo@simivalleyusd.org

Ron Todo

Simi Valley Unified

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
Using IP Address: 207.157.143.41

Sent: 5/22/2024 3:40:13 PM

Viewed: 5/22/2024 4:58:42 PM

Signed: 5/22/2024 4:58:47 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 4:58:42 PM

ID: 3a26e280-a4ca-4bea-bae5-fadc7cec072e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

| Intermediary Delivery Events | Status | Timestamp |
|--------------------------------------------|------------------|----------------------|
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/19/2024 4:22:38 PM |
| Certified Delivered | Security Checked | 5/22/2024 4:58:42 PM |
| Signing Complete | Security Checked | 5/22/2024 4:58:47 PM |
| Completed | Security Checked | 5/22/2024 4:58:47 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

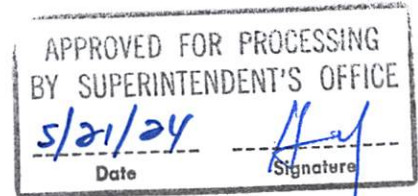
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



TITLE: APPROVAL OF AGREEMENT NO. R24-04708 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION SERVICES FOR THE FLOOR ABATEMENT PROJECT AT SYCAMORE ELEMENTARY SCHOOL

Business & Facilities
Consent #6

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district requires inspection services on an as-needed basis for the floor abatement project at Sycamore Elementary School. 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 Knowland Construction Services, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Project

Estimated Cost

Sycamore Floor Abatement Project

\$6,000.00

The 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 \$100.00 per hour, and will be funded by Measure X.

This is replacing agreement #R24-02919, for Stephen Payte

Recommendation

It is recommended that the Board of Education approve Agreement No. R24-04708 between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for Sycamore Elementary Floor Abatement Project.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-04708 between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for the Sycamore Elementary Floor Abatement Project.

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

Smollen
Pine
LaBelle

AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES PROJECT ASSIGNMENT AMENDMENT

Sycamore ES Floor Abatement Project

AGREEMENT R24-04708

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. ("Inspector Firm") as of May 21, 2024.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A22.088 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 an Inspector for the Sycamore ES Floor Abatement Project. The Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Sycamore Floor Abatement Project, unless another inspector is requested by the District. The inspector is to remain consistent throughout the project and cannot be replaced without approval from 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, including but not limited to: Preconstruction services, Phases Schematic through Project Closeout.
3. Project Inspector. The Inspector Firm designates one of the following the Project Inspectors: Dan Alberico or Wayne Quire, for completion of Project Inspector Services for the Assigned Project. The Inspectors cannot be interchanged. The Inspector assigned will remain through the duration of the 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 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. The billing is to be monthly.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is **Not to Exceed Six Thousand Dollars (\$6,000.00)** ("Assigned Project Contract Price) per the attached Proposal from Inspector Firm dated April 12, 2024 (Attachment 2- 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 the project schedule as follows: Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents, see Attachment 1.

Schedule subject to change.

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. All terms of the Agreement for Ongoing Services A22.088 are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

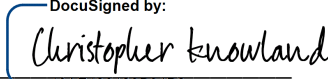
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: 
09CA0EB1F690455...
Ron Todo
Associate Superintendent,
Business & Facilities

DS


"INSPECTOR FIRM"
Knowland Construction Services, Inc.

By: 
40AE430139B94B8...
Christopher Knowland
President

**ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R24-04708 FOR PROJECT INSPECTOR SERVICES**

| Project Inspector | DSA Certification No. | Hourly Billing Rate (Class 1 indicated below) | |
|-----------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------|----------|
| Wayne Quier or Dan Alberico, DSA Inspector, will be the inspector provided under this Project Assignment. | | <u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day) | \$100.00 |
| | | <u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM) | \$100.00 |
| | | <u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays | \$100.00 |
| | | | |
| | | <u>Straight Time</u> Mondays-Fridays (up to 8 hours per 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 | |

FINGERPRINT CERTIFICATE

I, Christopher Knowland, am the President of Knowland Inc.
(Print Name) [SimiEDU45125-1] (Title)
(Entity) I declare, state, and certify all of the following:

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

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

Entity's DOJ issued
ORI Number



AN387



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

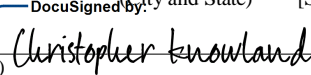
As an alternative to Entity having an ORI number, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
- A. The fingerprints of each person identified on Attachment B-1 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work.

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

Executed at Los Angeles this 16 day of May, 2024.
(City and State) [SimiEDU45125-1b]

DocuSigned by:

(Signature) 40AE430139B94B8...

Christopher Knowland
(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Chris Knowland

Steve Pozo

Wayne Quier

DRUG-FREE WORKPLACE CERTIFICATION

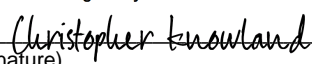
I, Christopher Knowland, am the President of
 (Print Name) [SimiGOV8350] (Title)
Knowland Inc.
 (Contractor Name)

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

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

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

Executed at Los Angeles this CA day of 16, 2024.
 (City and State)

DocuSigned by:

 (Signature)
 Christopher Knowland
 (Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Sycamore ES Flooring Abatement

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

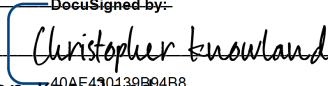
The contract between **Simi Valley Unified School District** ("District") and

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

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

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

Date: 5/16/2024

Contractor: Knowland Inc.
Signature: 
Print Name: Christopher Knowland
Title: President

NON-COLLUSION DECLARATION

PROJECT: Sycamore ES Flooring Abatement

STATE OF CALIFORNIA

COUNTY OF Los Angeles

I, Christopher Knowland, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

the President of Knowland Inc., the party submitting
(Title) (Bidder Name)

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

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

Executed this 16 day of May, 2024 at Los Angeles.
(City, County and State)

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

DocuSigned by:
Christopher Knowland
(Signature) 40AE430139B94B8...
Christopher Knowland
(Name Printed or Typed)



Attachment 2 - Fee Only

DSA INSPECTORS

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Simi Valley Unified School District**

INSPECTORS: **Wayne Quier / Robert Nelson / Bill Drake / Sandor Mate / Victor Monguel / Leo Scarpace / Juan Aguirre (or other approved IOR/PE, as required)**

PROJECT: **Sycamore Elementary School – New VCT Flooring (Non-DSA)**

DURATION: **June 2024 – July 2025 (5 weeks; 50 hours) +10 hours contingency NTE**

RATE: **Class 1: \$100.00/hr
Class 2: \$98.00/hr
Class 3: \$94.00/hr
Project Engineer: \$72.00/hr**

TOTAL ESTIMATE: **\$6,000.00 NTE**

**Hourly Rate increase of \$3 at the start of every January of the construction/ contract period.*

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections 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, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs,



DSA INSPECTORS

or expenses arising out of or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 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 relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Simi Valley Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (4) hour increments (to include drive time) for each site visit. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. The fee schedule shall escalate \$3/hr. each January after the contract is approved. KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Dated: April 12, 2024

Christopher Knowland

Christopher Knowland – KCS

Dated: April 12, 2024

Agent – Simi Valley USD

Certificate Of Completion

Envelope Id: 364480317BE5461A80CB7C8DE7060941

Status: Completed

Subject: Complete with DocuSign: Sycamore Flooring Abatement - Knowland Construction Srvs R24-04708.pdf

Source Envelope:

Document Pages: 10

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

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Holder: Bond Contracts

Location: DocuSign

5/15/2024 11:38:12 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Christopher Knowland

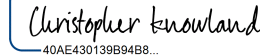
chrisk@knowlandinc.com

President

Knowland Inc.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signed: 5/16/2024 8:30:25 AM

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Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
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Signed: 5/22/2024 3:37:29 PM

Electronic Record and Signature Disclosure:

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Ron Todo

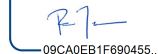
ron.todo@simivalleyusd.org

Ron Todo

Simi Valley Unified

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 5:21:52 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

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| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
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| Completed | Security Checked | 5/22/2024 5:21:57 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

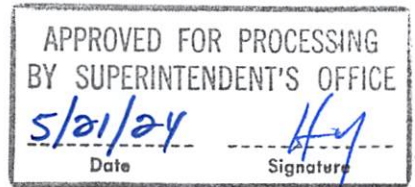
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



TITLE: APPROVAL OF AGREEMENT NO. 029997-429-F BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TALLER DOS FLORES FOR ONGOING ARCHITECTURAL SERVICES FOR PROJECTS THROUGHOUT THE DISTRICT

Business & Facilities
Consent #10

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 21, 2024, the Board of Education approved the list of selected architectural and landscaping firms for small projects for the on-call architectural and landscape services for projects throughout the District. Taller Dos Flores is on the approved list and can provide these services.

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

Fiscal Analysis

The Ongoing Architectural Services Agreement 029997-429-F (Exhibit "A") is a no-cost master services agreement establishing the terms and conditions applicable to each project assignment.

Recommendation

It is recommended that the Board of Education approve the Taller Dos Flores agreement 029997-429-F.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved by roll-call-vote, Agreement No. 029997-429-F with Taller Dos Flores.

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

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

Taller Dos Flores

Contract #029997-429-F

May 16, 2024

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made as of May 16, 2024, between the **Simi Valley Unified School District**, a California public school district, ("District") and Taller Dos Flores ("Architect") (collectively "Parties").

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

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

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

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

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

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

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

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

Article 1. Definitions

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

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

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

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

Article 2. Scope, Responsibilities, and Services of Architect

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

2.4.2.2. Construction sites where:

2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.

2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, acoustical engineers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:

2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.

- 2.7.2.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals, as applicable.
- 2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
- 2.7.2.4. Form DSA PR 07-01: Pre-Check Approval Process.
- 2.7.2.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design, if applicable.
- 2.7.2.6. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 2.7.1.6.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
- 2.7.2.7. Form DSA PR 13-02, Project Certification Process.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, in accordance with the standard of care ordinarily provided by architects practicing under the same or similar circumstances. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility to promptly correct any known or discovered of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under

this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

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

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: J. Guadalupe Flores

Project Director: _____

Project Architect(s): J. Guadalupe Flores

Project Manager: _____

Other: _____

Major Consultants:

Electrical: _____

Mechanical: _____

Structural: _____

Civil: _____

Acoustical: _____

Other: _____

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

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Article 6. Fee and Method of Payment

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

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

New Construction

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

Reconstruction/Modernization

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$45,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$42,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of project computed cost. (Maximum of \$80,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$280,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$240,000.00)

6. Five percent (5%) of the project computed cost in excess of ten million dollars (\$10,000,000.00).

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

- 6.2. All fees A through F, above, and 6.3 below, are negotiable.
- 6.3. Small projects (\$300,000.00 to \$1,900,000.00) for drafting are \$20,000.00 per project, plus \$5,000.00 for the complete DSA process, including Construction Administration and the stamped and signed drawings and specifications.
- 6.4. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.5. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.6. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.7. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.8. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

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

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD, Revit, Bluebeam or other). Architect shall deliver to District, on request, compact disc or USB format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format and .PDF. The District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or format it was created in, or all, of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. One (1) set of electronic files in .PDF format of drawings and specifications that are part of the contract documents.
 - 8.5.5. One (1) set of electronic files in Word format of all specifications that are part of the contract documents.
 - 8.5.6. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.7. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

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

Article 9. Termination of Contract

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

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

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, and trustees ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages, except for liability or Claims resulting from the sole or active negligence, or willful misconduct of the Indemnified Parties. Architect shall also, to the fullest extent permitted by California law, reimburse the Indemnified Parties, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, proportionate to the percentage of Architect's fault as determined by a court. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity here proportionate to the percentage of fault attributable to the Architect's negligence, recklessness, or willful misconduct as determined by a court. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

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

Article 12. Responsibilities of the District

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

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

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

Article 15. Insurance

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

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

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

Article 21. Attorneys' Fees

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

Article 22. Severability

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

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

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

Article 26. Notice & Communications

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

District:

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

Architect:

Taller Dos Flores
ADDRESS: 1166 Mar Vista Ave.
Pasadena, CA 91104
ATTN: J. Guadalupe Flores
PHONE: (626) 379-6952
EMAIL: gflores@tallerdosflores.com

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

Article 27. Disabled Veteran Business Enterprise Participation

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

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.

- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.
- 29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

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

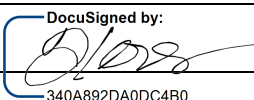
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Taller Dos Flores

Date: 5/22/2024, 2024

Date: 5/7/2024, 2024

By: 
09CA0EB1F690455...

By: 
340A892DA0DC4B0...

Print Name: Ron Todo

Print Name: J. Guadalupe Flores

Title: Associate Superintendent
Business and Facilities

Title: Owner

DS


FINGERPRINT CERTIFICATE

I, J. Guadalupe Flores, am the Owner of
 (Print Name) [SimiEDU45125-1] (Title)
Taller Dos Flores. I declare, state, and certify all of the following:
 (Entity)

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

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

Entity's DOJ issued
ORI Number



SVUSD



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

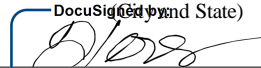
As an alternative to Entity having an ORI number, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
- A. The fingerprints of each person identified on Attachment B-1 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work.

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

Executed at Pasadena, California this 7 day of May, 2024.
 (Signed by and State) [SimiEDU45125-1b]

(Signature) 
 340A892DA0DC4B0...

J. Guadalupe Flores

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

J. Guadalupe Flores

DRUG-FREE WORKPLACE CERTIFICATION

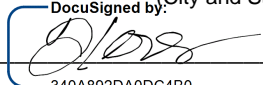
I, J. Guadalupe Flores, am the Owner of
 (Print Name) [SimiGOV8350] (Title)
Taller Dos Flores
 (Contractor Name)

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

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

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

Executed at Pasadena, California this 7 day of May, 2024.
 (City and State)

(Signature) 
 340A892DA0DC4B0...
J. Guadalupe Flores
 (Printed or Typed Name)

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA

COUNTY OF Los Angeles

I, J. Guadalupe Flores, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

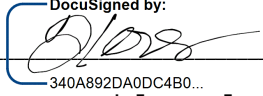
the Owner of Taller Dos Flores, the party submitting
(Title) (Bidder Name)

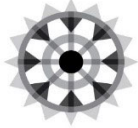
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

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

Executed this 7 day of May, 2024 at Pasadena, Los Angeles, CA.
(City, County and State)

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

DocuSigned by:

(Signature) 340A892DA0DC4B0...
J. Guadalupe Flores
(Name Printed or Typed)



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project:

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


1. **All construction personnel will comply with current CDC/state requirements for COVID-19.**
2. Professional and courteous behavior is expected and will be used at all times.
3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
4. The use of profanity and/or disparaging language will not be tolerated.
5. All contractors, subcontractors, architects, engineers or consultants **will be required to wear a badge issued by their company as a** means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
6. All contractors and subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.
 - b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.
 - c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.
7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

DocuSigned By:

34078922DADDCA80...
Authorized Signature [SimiROC]
J. Guadalupe Flores
Print Name
Taller Dos Flores
Company

Owner

Title
5/7/2024

Date

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT:

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

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

Taller Dos Flores ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 5/7/2024

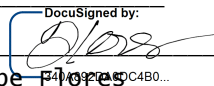
Contractor: Taller Dos Flores
Signature: 
Print Name: J. Guadalupe Flores
Title: Owner

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

A. SCOPE OF PROJECT

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

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Pursuant to the standard of care, Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any known or discovered errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Written legal description(s) of the Project site(s);
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

- g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings; and
- j. Subsoil data, chemical data, and other data logs of borings.

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

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

4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.
6. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the District standards for facilities and construction at such time as they are adopted.

7. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School (“CHPS”) Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.
8. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation (“Mandatory Assistance”).
9. **General Requirements.** The District has contracted for the use of Procore Construction Management Software (“Procore Software”) in connection with the Project (and other public projects undertaken by the District). Notwithstanding anything to the contrary in this Agreement, the Architect and all Architect Consultants shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Architect's and Architect Consultants' representatives to use the District's Procore Software account, the Architect shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Architect and each Architect Consultant shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

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

2. Development of Architectural Program

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

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

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

5. Deliverables and Numbers of Copies

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

- a. The Architectural Program (include comparison between developed program and “model” program, include narrative explaining any substantial deviations);
- b. The Site Plan;
- c. The revised Construction Cost Budget;
- d. The final Schedule of Services;
- e. The meeting Reports/Minutes from the Kick-off and other meetings; and
- f. The renderings provided to District for public presentation;
- g. The specifications

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

6. Meetings

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

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D. SCHEMATIC DESIGN PHASE

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

- 1.** Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 2.** Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 3. Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
- 4. Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
- 5. Mechanical**
 - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. Civil

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

Coordinate finish floor elevations with architectural site plan.

8. Landscape

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

9. Acoustical (if applicable)

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

10. Specifications

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

11. Construction Cost Budget

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

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

12. Scheduling

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

- a. District Review Time (5 days minimum per phase)
- b. Fire Department Reviews
- c. DSA Submittal Date
- d. DSA Plan Check
- e. Bid Open
- f. Bid Date (minimum 21 days)
- g. BD Meeting for Contract Approval
- h. Punch List
- i. District Occupancy

13. Deliverables and Numbers of Copies

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

- a. The breakdown of Construction Cost Budget as prepared for this Phase;
- b. The meeting reports/minutes;

- c. The Schematic Design Package with alternatives;
- d. Specifications
- e. Drawings
- f. A statement indicating changes made to the Architectural Program and Schedule; and
- g. The DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- h. Schedules

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

14. Presentation

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

15. Meetings

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

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E. DESIGN DEVELOPMENT PHASE

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

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.
- l. Signage schedule.

2. Structural

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. Mechanical

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. Electrical

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes

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

- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

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

7. Bid Documents

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

8. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

9. Schedule

Revise project schedule for the project.

10. Deliverables and Numbers of Copies

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

- a. The Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. The Specifications;
- c. The revised Construction Cost Budget and comparison from previous phase;
- d. Schedules;
- e. The DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA; and
- f. Material list.

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

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

11. Meetings

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

F. CONSTRUCTION DOCUMENTS PHASE

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

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

a. General

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

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. Mechanical

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

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

e. Electrical

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

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

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

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

f. Civil

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

g. Landscape

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

h. Acoustical (if applicable)

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

i. Construction Cost Budget

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

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

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

j. Specifications

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

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

k. Schedule

Revise project schedule for the project.

l. Deliverables and Numbers of Copies

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

- (i) The working drawings;
- (ii) The Specifications;
- (iii) The materials list;

- (iv) Schedules;
- (v) The statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (vi) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

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

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

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

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. Civil

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

f. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

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

- (i) The working drawings;
- (ii) The Specifications;
- (iii) The engineering calculations;
- (iv) The revised Construction Cost Budgets and comparison from previous phase;
- (v) A statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) The cut sheets:
 - (A) Hardware
 - (B) Fire Alarm

- (vii) Material board and list of materials;
- (viii) The DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (ix) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:
 - (i) DSA approved documents including, but not limited to:
 - (A) Drawings;
 - (B) Specifications;
 - (C) Calculations; and
 - (D) Cut sheets.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. All other Documents required for bidding.

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

4. Meetings

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

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G. BIDDING PHASE

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

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. Respond to District and potential bidder questions and clarifications.
6. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the Architect and/or the District.
7. Attend all bid walks.
8. Attend bid opening.
9. Coordinate with Consultants.
10. Deliverables and Number of Copies

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

- a. The meeting report/minutes from the kick-off meeting;
- b. The meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with the plans and specifications marked as a Conforming Set.

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

H. CONSTRUCTION ADMINISTRATION PHASE

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

- 1.** Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
- 2. Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide two (2) copies of the DSA approved construction documents and two (2) of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.
 - h. Architect shall conduct weekly construction meetings and take meeting minutes, keep the construction logs including but not limited to:

- (i) Change directives (CCD's);
 - (ii) Change Orders
 - (iii) Requests for Information;
 - (iv) Submittals;
 - (v) Pay applications;
- i. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
 - j. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
 - k. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review at District's request all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected, within three (3) day time period.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication, distribution and uploaded into the District's construction management software, Procore, at no additional cost to the District.

4. Submittals

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

- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
 - c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed five (5) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This five (5)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
- 5. RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed three (3) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This three-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
- 6. Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
- 7. As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
- 8. Record Drawings.** Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one (1) hard copy set together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Built, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

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

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

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

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

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

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

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

12. Deliverables and Number of Copies

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

- a. The meeting report/minutes from the kick-off meeting;
- b. The observation reports;
- c. The weekly meeting reports;
- d. RFI's in binder with tabs labeled;
- e. As-Built drawings (updated construction drawings in AutoCAD);
- f. Posted set;
- g. Submittals/Shop Drawings;

- h. Change Orders, in binder with tabs labeled; and
- i. CCD's – in binder with tabs labeled.

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

13. Meetings

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

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I. CLOSE OUT PHASE

- 1.** As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
- 2.** When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 3. Deliverables and Number of Copies**
 - a. Two (2) copies of punch lists for each site electronically and uploaded into the District's construction software, Procore; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

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

J. MEETINGS / SITE VISITS / WORKSHOPS

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

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase

- a. Within the first week following execution of the Agreement, Architect shall participate in kick-off meetings to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

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

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

4. Initial Site Visits

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

5. Meetings During Architectural Program

- a. Architect shall participate in community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.
- b. Architect shall conduct site visit/meetings with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- c. Architect shall conduct a minimum of one (1) additional meetings as requested by District.
- d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. Meetings During Schematic Design Phase

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct a design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

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

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

7. Meetings During Design Development Phase

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

- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
- (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- b. **Value Engineering Workshop**

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

8. Meetings During Construction Documents Phase

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

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

- (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
- (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

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

- (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
- (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. Meetings During Bidding Phase

- a. Conduct and take part in meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Prepare Bid walk agenda and sign-in / sign – out sheets.
- c. Prepare and issue Addenda as required.
- d. Conduct post bid interviews with potentially successful bidders.
- e. Conduct kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

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

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings

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

12. Governing Board Meetings

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

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of Contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District, in writing, that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Service of the Agreement.
- G. Providing training, adjusting, or balancing of systems and / or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- H. Providing services of consultants, if any other than those specified as under this Agreement.
- I. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
 - a. Approved agency fees
 - b. Reimbursable Expenses shall not include the following specified items:
 - (i) Travel expenses;
 - (ii) Check prints;
 - (iii) Prints or plans or specifications made for Architect's consultants and all progress prints;
 - (iv) 3D plotting/printing;
 - (v) Plans and specifications;

- (vi) Architect's consultants' reimbursables;
 - (vii) Models or mock-ups;
 - (viii) Renderings, presentation boards or photographs; and
 - (ix) Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board, other public agencies, Community and/or Staff, or Citizen's Oversight Committee meetings.
- J. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- K. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Architect can insert their standard rate schedule.

| <u>Job Title</u> | <u>Hourly Rate</u> |
|----------------------------|--------------------|
| Principal In Charge: | |
| Associate Principal: | |
| Project Manager: | |
| Designer: | |
| Assistant Project Manager: | |
| Intern Architect: | |
| Contract Administrator: | |

- L. The mark-up on any approved reimbursable item of Extra Services shall not exceed zero percent (0%).
- M. Approved reimbursable expenses are estimated to be four percent (4%) and this amount shall not be exceeded without the prior written approval of the District.

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EXHIBIT "C"

SCHEDULE OF SERVICES

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

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EXHIBIT "D"**PAYMENT SCHEDULE****A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

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

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

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

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

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

b. **For Schematic Design Phase:**

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

c. **For Design Development Phase:**

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

d. **For Construction Documents Phase:**

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

e. **For Bidding Phase:**

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

f. **For Construction Administration Phase:**

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

g. **For Close Out:**

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

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EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars (\$1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Fifty Thousand Dollars (\$50,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.

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

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

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INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

Combined Single Limit (each accident) must be at least \$1,000,000.00.
Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.

 - ADDITIONAL INSURED ENDORSEMENT "CA 20 48 10 13" or equivalent
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount.
Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.).
Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.). Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS
District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**

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

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXHIBIT "F"

SCOPE OF WORK

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

EXHIBIT "G"

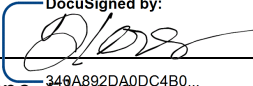
CERTIFICATIONS / DECLARATIONS

CERTIFICATION

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

Date: 5/7/2024

Proper Name of Firm: Taller Dos Flores

Signature: 

Print Name: J. Guadalupe Flores

Title: Owner

END OF DOCUMENT

ROOFING PROJECT CERTIFICATION

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

Certification of:

| | |
|---------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Architect | <input type="checkbox"/> Engineer |
| <input type="checkbox"/> Roofing Consultant | <input type="checkbox"/> Other _____ |

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

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

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

[illegible]

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

EXHIBIT "H"

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

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

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

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

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

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

- 1. **Assigned Project Description.** The Assigned Project is described as follows:
[redacted] per the attached Proposal (Attachment 1) from Architect dated [redacted].
- 2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is [redacted].
- 3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

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| |

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

| |
|---------------------|
| Design Disciplines; |
| Design Consultants |
| As required. |

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

| Basic Services Phases | Completion Date |
|-----------------------|-----------------|
| | |
| | |
| | |
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| | |
| | |
| | |
| | |

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

| Basic Services Phases | Contract Price Allocation | Percentage of Contract Price |
|-----------------------|---------------------------|------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Contract Price: | \$ | 100% |

7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as follows: _____.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

[SIGNATURES ON THE FOLLOWING PAGE]

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

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| District Simi Valley Unified School District By: _____ Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u> | Architect _____ By: _____ Name: _____ Title: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|

Certificate Of Completion

Envelope Id: 163B9F68723A42008398A3B7F2D840C2

Status: Completed

Subject: Complete with DocuSign: Taller Dos Flores -Agreement for Architectural Services.pdf

Source Envelope:

Document Pages: 83

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

5/6/2024 9:33:01 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

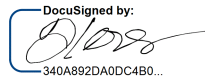
Signer Events**Signature****Timestamp**

J. Guadalupe Flores

gflores@tallerdosflores.com

Owner

Taller Dos Flores

Security Level: Email, Account Authentication
(None)DocuSigned by:

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Sent: 5/6/2024 12:16:29 PM

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Signed: 5/7/2024 11:14:52 AM

Signature Adoption: Drawn on Device
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Accepted: 5/7/2024 10:38:33 AM

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Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)DS


Sent: 5/7/2024 11:14:54 AM

Resent: 5/22/2024 3:34:30 PM

Viewed: 5/22/2024 3:39:29 PM

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Using IP Address: 207.157.143.2**Electronic Record and Signature Disclosure:**

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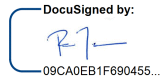
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Ron Todo

ron.todo@simivalleyusd.org

Ron Todo

Simi Valley Unified

Security Level: Email, Account Authentication
(None)DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 207.157.143.41**Electronic Record and Signature Disclosure:**

Accepted: 5/22/2024 4:59:04 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

| | | |
|--------------------------------------------|------------------|----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/6/2024 12:16:29 PM |
| Certified Delivered | Security Checked | 5/22/2024 4:59:04 PM |
| Signing Complete | Security Checked | 5/22/2024 4:59:12 PM |
| Completed | Security Checked | 5/22/2024 4:59:12 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

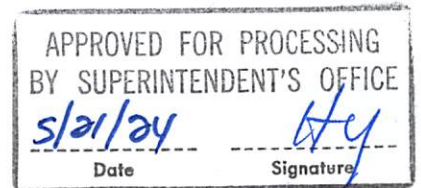
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



**TITLE: APPROVAL OF RATIFICATION OF AGREEMENT NO. R24-05038
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND SCHOOL
FACILITY CONSULTANTS FOR SCHOOL FACILITIES FUNDING
CONSULTANT SERVICES**

Business & Facilities
Consent #13

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District has utilized School Facility Consultants for provision of technical assistance with preparation, submission, and monitoring of funding applications through the Office of Public School Construction (OPSC) to obtain state matching funds for the C4 Bond modernization projects. Continuation of these services for eligible Measure X projects will assist the District with obtaining state matching funds as they become available.

Due to a career change William and Associates, LLC, is no longer able to service the district, under Agreement No. A19.299.

Fiscal Analysis

The cost for these services is a not-to-exceed fee of \$50,000 based on a rate of \$280 - \$115/hour, as further described in attached Agreement No. R24-05038 (Exhibit "A").

The agreement will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. R24-05038 with the firm of School Facility Consultants.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved
Ratification of Agreement No. R24-05038 with School Facility Consultants.

Ayes: Bagdasaryan
Subrao Noes: 0 Absent: 0 Abstained: 0
Smollen
Pine
LaBelle

AGREEMENT NO. R24-05038 FOR CONSULTANT SERVICES
School Facilities Funding Consulting Services

AGREEMENT made as of the 1st day of May, 2024,

between the District:

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

and the Consultant:

School Facility Consultants
1303 J Street
#500
Sacramento, CA 95814

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 ("CDE and OPSC Consulting 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.

WHEREAS, This Agreement supersedes and replaces any previous agreements with Consultant.

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

1. Scope of Consultant Services.

- 1.1 Preparation and submission of SFP Modernization eligibility applications and other information to the Office of Public-School Construction (OPSC) and providing assistance to the District with responding to requests from OPSC.
- 1.2 Preparation and submission of documentation required by the California Department of Education (CDE) for plan approvals and California Environmental Quality Act (CEQA) compliance.
- 1.3 Coordination with the District and the District's architects for the state funding process.
- 1.4 Preparation and submission of SFP Modernization funding applications and supporting documentation.
- 1.5 Meeting with District and state representatives as necessary for the funding process.

- 1.6 Attending Board of Education meetings if required by the District.
- 1.7 Providing updates regarding current regulations pertaining to the funding process.
- 1.8 Assisting the District with the preparation of expenditures reports and audit documentation.
- 1.9 Consultant will not be visiting any of the District's school sites, and shall conduct Consultant's services from Consultant's offices.
- 1.10 Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services.

2. Insurance.

2.1 Consultant Insurance. At all times during performance of Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

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

| | |
|------------------------------|-------------|
| Commercial General Liability | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

An endorsement naming Simi Valley Unified School District as Additional Insured shall be provided with the insurance on forms required by the District.

2.3 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.

- 3. **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; and (c) in accordance with applicable laws, rules and regulations.
- 4. **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.
- 5. **Contract Price.** Compensation to the Consultant for Consultant Services is a fee of \$280 - \$115/hour for each individual providing services to the District, based on the amount of time

expended by personnel of the Consultant in providing Consultant Services, at the hourly rate set forth above, the aggregate of which is the Contract Price. The Contract Price for Consultant Services shall not exceed Fifty Thousand Dollars (\$50,000.00) per the attached Proposal from Consultant dated April 29, 2024 (Exhibit A – For Hourly Fee Only).

6. **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site of CDE or OPSC and the District's Administrative Offices, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement. The District shall pay and reimburse any direct costs, travel, meals, and lodging, when such expenses are incurred at the request of the District. All such reimbursable expenses shall require authorization in writing in advance by the District, hereinafter referred to as, "Reimbursable Expenses."
7. **Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment for Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.
8. **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Consultant Services and allowable Reimbursable Expenses. 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.
9. **Consultant's Payments.** The Consultant shall promptly pay its employees and others performing or providing Consultant Services upon receipt of payments 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.
10. **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 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.
11. **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price 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.

- 12. 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.

13. Miscellaneous.

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.

Time. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party.

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. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.

Records. Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.

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.: Lori Rubenstein, Bond Program Manager

and to the Consultant:

School Facility Consultants
1303 J Street, #500
Sacramento, CA 95814
Attn: Matthew Pettler

- 14. 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.

15. Disputes.

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.

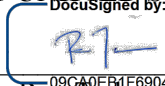
Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures 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.

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.

16. **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.
17. **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.


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:  _____
DocuSigned by: 09CA0EB1F690455...
 Ron Tado

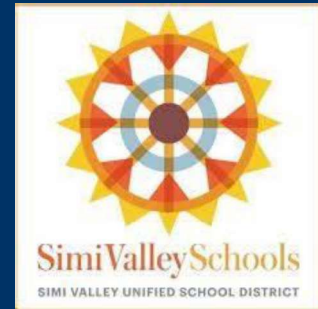
Title: Associate Superintendent. Business & Facilities

SCHOOL FACILITY CONSULTANTS

By:  _____
DocuSigned by: 19E3E840B9BF405...
 Matthew A. Pettler

Title: Vice President / Partner

Exhibit A - For Hourly Fee Only



Professional Consulting Services Proposal

Prepared for:

Simi Valley Unified School District

Attention:

Lori Rubenstein

Bond Director

Lori.rubenstein@simivalleyusd.org

Phone: (805) 306-4500

Primary Contact:

Matthew A. Pettler

Vice President

Email: matt@s-f-c.org

Phone: (916) 441-5063

Letter of Transmittal

April 29, 2024

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

Subject: Proposal for Consulting Services

Dear Ms. Rubenstein:

School Facility Consultants (SFC) is pleased to present the Simi Valley Unified School District (District) this Proposal for Consulting Services. We are excited with the prospect of providing school facility funding strategy and related services for the Simi Valley Unified District (District).

SFC is a full-service company which has been assisting its clients in all aspects of school facility planning since 1986. SFC offers a wide variety of services, including the preparation of State funding applications, California Department of Education school plan approval applications, Facility Master Plan reports, and School Facility Needs Analysis/Developer Fee reports. SFC also works with Districts to garner Federal funding and various one-time program funding when available. We have worked with clients to realize over five billion dollars in school facility funding including new construction, modernization, and renovation projects. The team is also active in the implementation, analysis and monitoring of State programs and regulations, and has developed strong working relationships with state agency staff members. With decades of combined experience and diverse backgrounds, our team members work collaboratively, providing a comprehensive knowledge base to address the unique needs of our clients.

School Facility Consultants (SFC) is very experienced in providing creative solutions for districts:

- ✓ We work to obtain multiple funding sources for single projects.
- ✓ We assist clients to determine the optimal project prioritization based on funding availability.
- ✓ We work to maximize project savings allowing quicker access to State funding and more flexibility with State funding to match local needs.
- ✓ We track local and Federal funding opportunities to ensure the District is first in line for funding.

We very much appreciate your consideration of our firm and are happy to discuss in detail any of the proposed services. Please do not hesitate to contact us at your earliest convenience with any questions.

Sincerely,



Matthew A. Pettler
Vice President

Experience and Qualifications

FIRM INFORMATION

School Facility Consultants (SFC) has assisted its clients in all aspects of school facility funding and planning since 1986. We have worked with clients to realize over five billion dollars in school facility funding including new construction, modernization, and renovation projects. Our knowledgeable staff understands the intricacies of the planning and funding process in California, including the procedures and requirements of the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA) California Energy Commission (CEC) and Department of Toxic Substances Control (DTSC).

With decades of combined experience in a wide range of school facility issues, we at School Facility Consultants are committed to integrity, professionalism and excellence in all that we do. We are comprised of a diverse group of motivated individuals guided by the shared endeavor of applying analysis and strategy to achieve concrete results for our clients.

At SFC, we offer a full-range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams maintain strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team Leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

SFC was built upon its strong values, culture, and work ethic. These qualities make for a highly effective and successful work environment for its staff, promoting teamwork and providing valuable opportunities for individual employee growth potential. This positive environment encourages productivity, and allows for the highest level of service for its clients.

Experience and Qualifications

STATE FUNDING ELIGIBILITY AND APPLICATION

California school districts and County offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets in order to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

FUNDING STRATEGY

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short-term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long-term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients with the ability to provide additional and enhanced learning environments for students.

PROJECT CLOSEOUT AND AUDIT SUPPORT

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

MASTER PLANNING

Clients utilize Master Plans to forecast their facility needs into the future. SFC produces comprehensive Master Plans for clients, which assess potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries. Unification studies, territory transfer and school site placement are interpreted as the physical needs of clients' facilities are also assessed and addressed through use of Master Plans.

DEVELOPER FEE STUDIES

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

DEVELOPMENT MITIGATION SERVICES

SFC assists clients with development mitigation services. Services include Student Generation Rate Studies, Mitigation Impact Reports and Fair Share Studies. SFC consulting staff is available to provide comments on the potential impact of planned developments including general plans, specific plans and environmental impact reports. SFC consultants provide Geographic Information System (GIS) mapping services to inform student generation rates on a district-wide basis, by attendance area and for specific development projects. Should a district experience a fee challenge, staff are available to provide expert witness testimony and/or a professional review of developer fee justification reports or mitigation agreements.

Experience and Qualifications



Alexander R. Murdoch

School Facility Consultants, President/Partner

PROFESSIONAL QUALIFICATIONS

Alex Murdoch has worked in the school facility industry for over twenty eight years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. He works to increase the Federal commitment to California school facilities. Alex specializes in identifying statewide policy trends, which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special items before the State Allocation Board and has crafted successful statewide bond provisions. His expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

Education:

Bachelor of Arts - Political
Science and Economics,
University of California, Davis

Years with Firm:

29

Professional Affiliations:

C.A.S.H. – Coalition for
Adequate School Housing

C.A.S.B.O – California
Association of School Business
Officials

School Energy Coalition

Californians for School
Facilities

Small School Districts
Association

County School Facilities
Consortium

Experience and Qualifications



Matthew A. Pettler

School Facility Consultants, Vice President/Partner

PROFESSIONAL QUALIFICATIONS

Matt Pettler has been with School Facility Consultants (SFC) for over 26 years. Matt became a Principal and Partner in the Firm in January of 2007. Matt currently serves as Vice President and has assisted over 100 Districts receive billions of dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over \$600 million dollars in Financial Hardship, Overcrowding Relief Grant and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues to reach successful outcomes and avoid Material Inaccuracy penalties.

Additionally, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in several school districts, allowing those districts to plan and execute successful bond elections to construct needed facilities for students.

Through these successes Matt has established relationships with State Allocation Board members, their staff and State Agency leadership.

Education:

Bachelor of Arts - Political Science and Public Policy, University of California, Los Angeles

Years with Firm:

26

Professional Affiliations:

C.A.S.H. – Coalition for Adequate School Housing

C.A.S.B.O – California Association of School Business Officials

School Energy Coalition

Californians for School Facilities

Small School Districts Association

County School Facilities Consortium

Awards:

Matt is a 2011 Coalition of Adequate School Housing Service Award Recipient

Experience and Qualifications



Marnie Rosenstein

School Facility Consultants, Director

PROFESSIONAL QUALIFICATIONS

Ms. Rosenstein assists school districts in operating successful school building programs by implementing and streamlining processes, maximizing funding opportunities and addressing unique school facilities challenges utilizing her school district experience. Her attention to detail and exceptional analytical skills allow her to work creatively with her team to develop customized planning and funding strategies for school districts.

Prior to joining School Facility Consultants, Ms. Rosenstein was employed by the Elk Grove Unified School District for over 17 years, where she was responsible for a wide variety of activities including: coordination with state agencies and preparation of documentation for funding approval; school site selection, approval, and acquisition; student enrollment projections; school attendance boundary studies; and administration of developer fee and local Mello-Roos tax programs. Ms. Rosenstein is also well experienced in the areas of educational specifications, master plan development, and California Environmental Quality Act documentation.

Education:

Bachelor of Science, City and Regional Planning, California Polytechnic State University, San Luis Obispo, 1989

Years of Experience:

30

Years with Firm

16

Professional Affiliations:

C.A.S.H. – Coalition for Adequate School Housing

C.A.S.B.O – California Association of School Business Officials

School Energy Coalition

Californians for School Facilities

Small School Districts Association

County School Facilities Consortium

Proposed Services

SFC proposes the following services to the Simi Valley Unified School District:

- Assist the Client to determine and maximize the District's eligibility for State funding of New Construction projects under the School Facility Program including:
 - Review Current CBEDS Enrollment Data
 - Ten-Year Enrollment Projections
 - Five-Year Enrollment Projections
 - Modified Weighting Mechanism Review (AB 1014)
 - Birth Attendance Rate Adjustment Review (County & Zip Code)
- Assist the Client to determine and maximize the District's eligibility for State funding of Modernization projects under the School Facility Program including:
 - Analyze site maps, facility inventory and historical eligibility documents
 - Review current CBEDS
 - Update and file SAB 50-03 *Eligibility Determination* forms
- Analyze additional funding opportunities from various programs including, but not limited to, the following:
 - Career Technical Education (CTE)
 - New Construction Additional Grant for Replaced Facilities (AB 801)
 - New Construction Additional Grant for District-Owned Site Acquisition Cost (AB 401)
 - Facility Hardship/Seismic Funding
- Assist with the preparation and submittal of California Department of Education (CDE) plan approval requests.
- Assist with the preparation and submittal of State Allocation Board applications for New Construction projects as determined by the funding opportunities identified:
 - SAB 50-04, *Application for Funding* and justification documents
 - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
 - SAB 50-05, *Fund Release Authorization* and justification documents
- Assist with the preparation and submittal of State Allocation Board applications for Modernization projects as determined by the funding opportunities identified:
 - SAB 50-04, *Application for Funding* and justification documents
 - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
 - SAB 50-05, *Fund Release Authorization* and justification documents
- Assist Client with planning services, as requested by the Client, and as accepted by the Contractor.

Proposed Fees

SFC proposes to provide services on a time and materials basis at the hourly rate schedule identified below not to exceed \$50,000 without prior District approval. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

| | |
|------------------------|------------|
| Principal | \$280 hour |
| Director | \$250 hour |
| Senior Consultant | \$245 hour |
| Consultant | \$215 hour |
| Research Analyst | \$180 hour |
| Administrative Support | \$115 hour |

Certificate Of Completion

Envelope Id: 609D9ADE425E4212A5A2A7AC401C09BF

Status: Completed

Subject: Complete with DocuSign: R24-05038 School Facilities Consultant.pdf

Source Envelope:

Document Pages: 14

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Envelope Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

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4/30/2024 1:59:45 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Matthew Pettler

matt@s-f-c.org

Vice President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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Signed: 4/30/2024 2:58:53 PM

Signature Adoption: Drawn on Device

Using IP Address: 76.14.179.201

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/30/2024 2:07:00 PM

ID: 0af69d76-7644-4f8b-8d42-9f011f352089

Ron Todo


ron.todo@simivalleyusd.org

Ron Todo

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

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Sent: 4/30/2024 2:58:55 PM

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Electronic Record and Signature Disclosure:

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

| Envelope Summary Events | Status | Timestamps |
|--------------------------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 4/30/2024 2:01:48 PM |
| Certified Delivered | Security Checked | 4/30/2024 3:54:35 PM |
| Signing Complete | Security Checked | 4/30/2024 3:54:44 PM |
| Completed | Security Checked | 4/30/2024 3:54:44 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

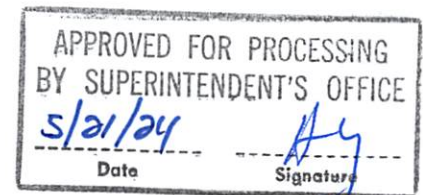
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



TITLE: APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R24-00798 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE KITCHEN PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #17

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 16, 2023, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Kitchen project at Simi Valley High School.

The scope of NV5's work has been revised due to the following:

- Division of State Architect (DSA) requiring additional destructive testing of the existing CMU
- The District requesting testing of the new concrete floors
- Additional testing of the soil for a new concrete slab not in the original scope of the project
- The Contractor working on Saturdays and overtime due to rain to meet the schedule which required additional time from NV5

See Exhibit A

Fiscal Analysis

\$34,933.00 Original Contract

\$30,157.81 Amendment #1

\$65,090.81 Total Revised Contract, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved of Amendment #1 to Agreement No. R24-00798 with NV5 West, Inc. for the Testing Laboratory Services for the Kitchen project at Simi Valley High School.

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



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

AMENDMENT

| | | | |
|------------------|------------------------------------------------|---------------|-----------|
| Project Name: | Kitchen Conversion Project | Amendment # | 1 |
| Site: | Simi Valley HS | Board Date: | 5/21/2024 |
| To (Consultant): | NV5 West, Inc. | Bid #: | B24LS414 |
| Address: | 1868 Palma Drive, Suite A Ventura, CA 93003 | Requisition # | R24-00798 |
| | | P.O. #: | |

THE CONTRACT HAS CHANGED AS FOLLOWS:

The scope of NV5's work has been revised due to the following:

Division of State Architect (DSA) requiring additional destructive testing of the existing CMU

The District requesting testing of the new concrete floors

Additional testing of the soil for a new concrete slab not in the original scope of the project

The Contractor working on Saturdays and overtime due to rain to meet the schedule which required additional time from NV5

See Exhibit A



SimiValleySchools

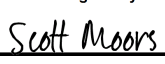
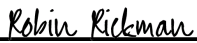
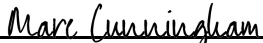


SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

| Adjustment to Contract Amount | | Adjustment to Contract Schedule | |
|------------------------------------------|--------------|----------------------------------------|--------------|
| Original Contract Amount: | \$ 34,933.00 | Original Contract Start: | Aug-23 |
| Total Prior Change Orders: | \$ - | Original Completion Date: | DSA Closeout |
| Contract Sum Prior to this Change Order: | \$ 34,933.00 | Total Approved Time Extension to Date: | 0 |
| Amount of this Change Order: | \$ 30,157.81 | Adjustment per this Change Order: | 0 |
| Revised Contract Amount: | \$ 65,090.81 | New Completion Date: | N/A |
| | | | |

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

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

| | | |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <u>Scott Moors</u> NV5 West, Inc. | DocuSigned by:  Signature 54BBA503D18A4C7... | <u>5/11/2024</u> Date |
| <u>Robin Rickman</u> Project Coordinator | DocuSigned by:  Signature DCB5FA815BBB4EB... | <u>5/28/2024</u> Date |
| <u>Marc Cunningham</u> Construction Project Manager | DocuSigned by:  Signature 2CEE5D45D018490... | <u>5/28/2024</u> Date |
| <u>Lori Rubenstein</u> Bond Program Manager | DocuSigned by:  Signature 19ADD8F59B9244E... | <u>5/28/2024</u> Date |
| <u>Ron Todo</u> Associate Superintendent, Business & Facilities | DocuSigned by:  Signature 09CA0EB1F690455... | <u>5/29/2024</u> Date |

DS


**Amendment No. 01**

Date: April 24, 2024
DSA App. No.: 03-123469
Job No. 114523-0003131

CLIENT

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

NV5 OFFICE

NV5 West, Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003

JOB DESCRIPTION AND LOCATION

Project: Simi Valley H.S. – Existing Classroom Bldg. Kitchen Conversion
Address: 5400 Cochran Street, Simi Valley, CA
Contract #: R24-00798 (Amendment # 1)

Attn: Robin Rickman

Amendment to Contract R24-00798 for Testing and Inspection Services:

NV5 is currently providing Testing and Inspection Services on the referenced project. Our currently authorized budget of \$34,933.00 has been exceeded, and to date, we have expended \$46,493.81. We have listed here a few of the items that have added to the cost. (Original estimate was based on 50% drawings, Destructive Testing on Concrete Masonry Unit Walls, welding inspection on Saturday, and additional soils work for demo and re-pour of slab.) NV5 is requesting an amendment to our contract to include what is remaining along with the additional items listed totaling \$30,157.81. Please be assured that we only invoice for what we are called out to inspect or test.

Fee For Additional Services Described Above:

| | |
|-----------------------------------------------------------------------------|---------------------|
| Original Contract Amount: | \$ 34,933.00 |
| Destructive Testing | \$ 11,967.81 |
| Field Welding OT 2/17 & 2/24/24 | \$ 2,760.00 |
| Additional Field Welding Inspection, soil work for slab, & DSA Stamp Set | \$ 11,335.00 |
| Coefficient of Friction Testing | \$ 4,095.00 |
| Total amount this Amendment #1 | \$ 30,157.81 |
| Revised Total Contract/Proposal Amount: | \$ 65,090.81 |

NV5 appreciates the opportunity to provide consulting, inspection and testing services for the Simi Valley Unified School District. If you have any questions or there is any further information that we can provide for you, please contact our office.

Respectfully Submitted,
NV5 WEST, INC.

BY: 

CAROL HARRISON, CLIENT SERVICE MANAGER

Certificate Of Completion

Envelope Id: 6F76A437360041BBA9EF30071569D7B3

Status: Completed

Subject: Complete with DocuSign: SVHS Kitchen - NV5 R24-0078 Amendment #1.pdf

Source Envelope:

Document Pages: 3

Signatures: 5

Certificate Pages: 5

Initials: 1

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Envelope Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

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bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

scott.moors@nv5.com

Vice President

NV5 West, Inc.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

54BBA503D18A4C7...Signature Adoption: Pre-selected Style
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Viewed: 5/11/2024 9:08:33 AM

Signed: 5/11/2024 9:08:57 AM

Electronic Record and Signature Disclosure:

Accepted: 5/11/2024 9:08:33 AM

ID: df2584e0-5537-448b-a9bb-793fe38424aa

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)DS
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Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 3:39:00 PM

ID: ca657759-0e5b-4362-9c24-33ef4f66f5ad

Robin Rickman

robin.rickman@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Robin Rickman
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Signed: 5/28/2024 8:58:14 AM

Electronic Record and Signature Disclosure:

Accepted: 5/28/2024 8:57:57 AM

ID: 40148aee-8260-4c9e-9ea1-31e7bc213684

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Marc Cunningham
2CEE5D45D018490...Signature Adoption: Pre-selected Style
Using IP Address: 107.116.96.15
Signed using mobile

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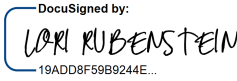
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Signed: 5/28/2024 2:31:18 PM

| Signer Events | Signature | Timestamp |
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Electronic Record and Signature Disclosure:
 Accepted: 5/28/2024 2:31:00 PM
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LORI RUBENSTEIN
 lori.rubenstein@simivalleyusd.org
 Security Level: Email, Account Authentication (None)

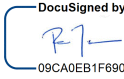
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 Signed: 5/28/2024 2:40:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/28/2024 2:40:30 PM
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Ron Todo
 ron.todo@simivalleyusd.org
 Ron Todo
 Simi Valley Unified
 Security Level: Email, Account Authentication (None)

DocuSigned by:

09CA0EB1F690455...

Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
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| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 5/29/2024 10:03:17 AM |
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| Completed | Security Checked | 5/29/2024 10:03:35 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

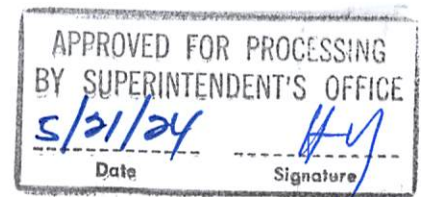
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



TITLE: AUTHORIZATION TO AWARD BID #B24FS431, GARDEN GROVE ELEMENTARY SCHOOL FLOORING ABATEMENT

Business & Facilities
Consent #21

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Four bids were received on May 7, 2024 for Bid #B24FS431, Garden Grove Elementary School Flooring Abatement. The recommended low bidder is indicated in bold type.

| Company | Base Bid | Allowance | Bid Total |
|---------------------------------|---------------------|---------------------|---------------------|
| Floor Covering Unlimited, Inc | \$629,000.00 | \$150,000.00 | \$779,000.00 |
| Lawrence W. Rosine Co. | Withdrawn | | |
| Reliable Floor Covering Inc | Non-Responsive | | |
| Signature Floor Covering | \$460,000.00 | \$150,000.00 | \$610,000.00 |

Additional information is available in the Bond Management Office.

Fiscal Analysis

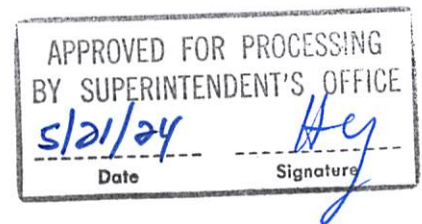
The total amount of this project \$610,000.00 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #B24FS431, Garden Grove Elementary School Flooring Abatement, to Signature Floor Covering in the amount of \$610,000.00.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Garden Grove Elementary School Flooring Abatement, to Signature Floor Covering.

AYES: Bagdasaryan
Subran
Smollen
Pine
Carbelle NOES: 0 Absent: 0 Abstained: 0



**TITLE: AUTHORIZATION TO AWARD BID #B24FS430, SYCAMORE
ELEMENTARY SCHOOL FLOORING ABATEMENT**

Business & Facilities
Consent #22

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Five bids were received on May 7, 2024 for Bid #B24FS430, Sycamore Elementary School Flooring Abatement. The recommended low bidder is indicated in bold type.

| Company | Base Bid | Allowance | Bid Total |
|----------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| Floor Covering Unlimited, Inc | \$565,000.00 | \$150,000.00 | \$715,000.00 |
| Lawrence W. Rosine Co. | \$368,200.00 | \$150,000.00 | \$518,200.00 |
| Pro Installations, Inc. dba Prospectra Contract Flooring, A Diverzify Company | \$479,000.00 | \$150,000.00 | \$629,000.00 |
| Reliable Floor Covering Inc | Non-Responsive | | |
| Signature Floor Covering | \$472,000.00 | \$150,000.00 | \$622,000.00 |

Additional information is available in the Bond Management Office.

Fiscal Analysis

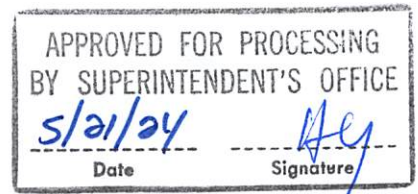
The total amount of this project \$518,200.00 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of #B24FS430, Sycamore Elementary School Flooring Abatement, to Lawrence W. Rosine Co. in the amount of \$518,200.00.

On motion # 163 by Trustee Smollen, seconded by Trustee Bangdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Sycamore Elementary School Flooring Abatement, to Lawrence W. Rosine Co.

AYES: Bangdasaryan
Subran
Smollen
Pine
Loggella NOES: 0 Absent: 0 Abstained: 0



TITLE: APPROVAL OF AGREEMENT NO. R24-05127 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND PARSONS CONTRACTORS, INC. FOR LABOR COMPLIANCE SERVICES FOR THE SIMI VALLEY HS MPR DEMOLITION PROJECT

Business & Facilities
Consent #24

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Contractors bidding or working on ANY public works project are required to be registered with the State Department of Industrial Relations (DIR). A Labor Compliant Consultant is needed to perform the following activities:

- Register Public Works projects with DIR
- Obtain prevailing wage rates from DIR
- Notify potential contractors that they must register with DIR and that the project is subject to enforcement by DIR
- Post or require contractors to post jobsite notices on Public Works requirements
- Ensure that Public Works contractors pay prevailing wages and are following the Public Works Laws
- Report any suspected Public Works violations to the Labor Commissioner
- File the mandated annual report with the DIR
- Ensure that the Public Works Lease Leaseback contractors are following the skilled and trained workforce requirements

Fiscal Analysis

Consultant's fee is estimated at \$16,699.00 paid by Measure X.

Recommendation

This item is presented for Board of Education ratification.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasarian and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-05127 between Simi Valley Unified School District and Parsons Contractors, Inc. for Labor Compliance Consulting Services

Ayes: Bagdasarian Noes: 0 Absent: 0 Abstained: 0

Smollen
Pine
LaBelle

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

Simi Valley Unified School District

And

Parsons Contractors, Inc. – for Labor Compliance

For

**Simi Valley High School MPR Demolition Project
#R24-05127**

Dated: May 21, 2024

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the May 21, 2024 by and between the **Simi Valley Unified School District**, ("District") and Parsons Contractors, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Labor Compliance Support for the MPR Demolition project at Simi Valley High School, 5400 Cochran St., Simi Valley, CA 93063, as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 7, 2024 and will diligently perform as required through September, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

| | |
|---------------|------------------------------------------------------------------|
| <u> X </u> | Signed Agreement |
| <u> X </u> | Non-Collusion Declaration |
| <u> X </u> | Workers' Compensation Certification |
| <u> X </u> | Criminal Background Investigation / Fingerprinting Certification |
| <u> X </u> | Drug-Free Workplace Certification |
| <u> X </u> | Tobacco-Free Environment Certification |
| <u> </u> | Iran Contracting Act Certification |
| <u> </u> | Russia Sanctions |
| <u> X </u> | Insurance Certificates and Endorsements Instructions |

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fixed fee not to exceed **Sixteen Thousand, Six Hundred and Ninety-Nine Dollars (\$16,699.00)**. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled,

including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
13. **Termination.**
- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by Consultant; or
- 13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess

Agreement No. R24-05127

expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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15. Insurance.

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

| Type of Coverage | Minimum Requirement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | \$ 2,000,000 |
| General Aggregate | \$ 4,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Professional Liability | \$ 2,000,000 |
| Workers' Compensation | Statutory Limits |
| Employers' Liability | \$ 2,000,000 |

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

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

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

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

District:

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

Consultant:

Parsons Contractors, Inc.
100 West Walnut Street
Pasadena, CA 91124
Email: rasien.connelly@Parsons Contractors, Inc..com
ATTN: Rasien Connelly, PLA and Labor Compliance Manager

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

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

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

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

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

Dated: _____, 2023

Dated: _____, 2023

Simi Valley Unified School District**Parsons Contractors, Inc.**

By: _____

By: _____

Print Name: Ron Todo

Print Name: Dan SloanPrint Title: Associate Superintendent, Business
and FacilitiesPrint Title: Vice President, Labor Relations**Information regarding Consultant:**

License No.: _____

Employer Identification and/or
Social Security Number

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Independent Consultant Services Agreement (Construction Related)

Page 9

Business & Facilities, Consent #24

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____ Limited Liability Company

____ Other: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Provide comprehensive labor compliance support for **the Simi Valley HS – MPR Demolition Project, including support for the skilled and trained force requirements.**

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

Total Fee: \$16,699.00 Fixed Fee

Start: June 2024

Completion: September, 2024

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

See Exhibit A-2 for fees only.

See Exhibit B for Scope of Work



May 9, 2024

Simi Valley Unified School District
ATTN: Lori Rubenstein, Measure X Bond Manager
100 West Cochran Street
Simi Valley, CA 93065

Via email only: lori.rubenstein@simivalleyusd.org

RE: Labor Compliance Cost Proposal for MPR Demolition Project

Dear Ms. Rubenstein:

Parsons Constructors, Inc. (Parsons) is please to offer this cost proposal for the Labor Compliance services requested by the Simi Valley Unified School District (District) for the MPR Demolition Project with an estimated construction value of \$400,000.00 and an estimated construction duration of June 2024 through September 2024. Parsons will require an added 45 days from construction completion to complete the labor compliance scope of services and close out.

The cost of services will not exceed \$16,699.00.

Our experienced labor compliance team is prepared to perform the defined services and meet the objectives laid out in the attached scope of services summary. Please do not hesitate to contact me with any questions at (206) 295-3303.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Sloan', with a long horizontal flourish extending to the right.

Dan Sloan
Vice President, Labor Relations
Parsons Constructors, Inc.

Enclosures: Attachment A: Labor Compliance Cost Proposal & Scope of Services



Attachment A: Labor Compliance Cost Proposal & Scope of Services

| Category | Billing Rate |
|---------------------------------------------------|---------------------|
| Labor Compliance Manager | \$170.00 |
| Labor Compliance Analyst | \$115.00 |
| Not To Exceed Amount (Labor) | \$ 15,300.00 |
| LCP Tracker (Projects under \$5mil) | \$1,399.00 |
| Not To Exceed Amount (Labor + LCP Tracker) | \$16,699.00 |

Proposed Scope of Services: Labor Compliance Services

- Monitor projects for contractor compliance with California Labor Code Sections 1720-1861 including but not limited to the payment of prevailing wages and apprenticeship requirements.
- Participate and present applicable state prevailing wage laws at pre-bid, pre-construction, and labor compliance orientation meetings.
- Provide ongoing labor compliance support and technical assistance to contractors.
- Confirm each contractor is registered with the Department of Industrial Relations (DIR).
- Develop tracking log for each project to track the collection of payroll documentation.
- Work with contractors and subcontractors to assure that prevailing wages, fringe benefit payments, and training fund payments are paid promptly and maintained up to date.
- Receive and review all first-time documents including checklist of labor law requirements, DAS 140 with transmittal, DAS 142 with transmittal, and fringe benefit statement.
- Receive and spot check manually submitted certified payroll reports for completeness, accuracy, and payment of prevailing wages with corresponding statements of compliance, and proof of fringe benefit payments for current projects.
- Ensure contractor compliance with all apprenticeship requirements including but not limited to apprentice registration, journeyman on duty rule, and ratio requirements.
- Collect documentation in relation to Skilled and Trained Workforce requirements, if applicable.
- Collect and review eCPR confirmations to ensure contractor compliance with submission of Certified Payroll records to the DIR.
- Conduct Payroll confirmations as required by California Code of Regulations Section 16432 including check stub review, fringe benefit review and field investigations and interviews.
- Issue a monthly Labor Compliance Status report to the prime contractor and appropriate parties that identify labor compliance discrepancies, violations and request for resolution of outstanding issues.
- Issue a monthly Recommendation for payment to the appropriate parties based on a monthly review of Certified Payroll reports and corresponding payroll documents.
- Process, investigate, resolve, and recommend referral to the State Labor Commissioner when wage violations occur; notify the District of the status of violations and recommend corrective actions.
- Prepare labor compliance close out report and provide collected documentation to the District.

EXHIBIT B

**BASIC AND ADDITIONAL SERVICES
LABOR COMPLIANCE SUPPORT
PROJECTS SUBJECT TO STATE OR FEDERAL COMPLIANCE REQUIREMENTS**

I. BASIC SERVICES**A. State and/or federal Program Start-up Services (Occurs once, at the initiation of services to each Client)**

PARSONS shall:

1. Conduct an initial briefing and workshop for and with Client's personnel, architects and any Program/Project/Construction Managers then employed by the Client who are or may be regularly engaged, on behalf of the Client, in the control, administration or management of new construction or modernization activities that are subject to potential funding which would require labor compliance enforcement. Presentation and discussion will include, but is not necessarily limited to:
 - (a) Public works subject to Prevailing Wage Laws.
 - (b) Types of contracts to which Prevailing Wage Requirements apply.
 - (c) Limited exemptions from requirement to pay Prevailing Wage.
 - (d) Applicable dates for enforcement of CMU requirements, where applicable.
 - (e) Overview of the CMU Program and its requirements, where applicable.
 - (f) Duties and responsibilities of the Client, the Labor Compliance Consultant, the CMU, Program/Project/Construction Managers, general contractors, prime trade contractors and subcontractors.
 - (g) Enforcement, withholding and forfeiture. Rights and procedures.
 - (h) Investigative rights and responsibilities.
 - (i) Forms and procedures specific to the projects anticipated to be undertaken by Client and, in general, PARSONS's procedural requirements.
 - (j) Public works – Lease Leaseback Skilled and Trained Workforce requirements
2. Provide, to all parties attending the briefing/workshop identified in Item B.1, above, a permanent reference package covering all subjects discussed at the briefing/workshop.
3. Conduct, if required, one briefing/conference (same day as Client personnel briefing) with Client Administrators and Counsel to discuss legal and policy issues specific to implementing CMU procedures.
4. Review and modify, as required, Client's Project Advertisement, Invitation to Bid, Bid Documents and Contract Documents to ensure inclusion of required language and legal references, pursuant to the Labor Code and associated regulations.
5. Assist the District in registering on-line, for a CMU account. This is required for any client agency undertaking public works projects, regardless of funding source.

"Project" is defined as being anybody of construction services intended to be advertised, bid, awarded and constructed pursuant to a single bid process. Where a single bid process incorporates more than one physical location where the work at each location constitutes separate funding or budget accountability, the work at each location may, in some cases, constitute a separate project. In the case of Multiple-Prime project delivery, a "Project" means a single advertised set of bids or, in the case of a split bid process, not more than two sets of bids for the same project location.

B. Pre-Bid Activities, as applicable

1. Where State of California prevailing wage and apprenticeship requirements apply, make a finding as to the applicable generation of Wage Determinations for each Project and provide appropriate language for notification of bidders, in satisfaction of the Client's responsibilities pursuant to Labor Code § 1773.2.
2. Provide three (3) copies (1 for the Awarding Agency; 1 for the Program/Project/Construction Manager; 1 for jobsite posting) of California Prevailing Wage Determinations and Important Notices applicable to the specific Project, based on the date of first advertising for bids or equivalent.
3. Where federal Davis-Bacon requirements apply to a project, PARSONS shall, in addition to or instead of state requirements, as applicable, make a finding as to the applicable generation of federal Wage Determinations for each Project and shall provide the Awarding Agency and the Architect with electronic and printed copies of Davis-Bacon wage determinations applicable at the time that the project is packaged and advertised for bid. Subsequently, PARSONS will monitor federal databases for updates of applicable wage determinations and will, if updates are issued, notify the Awarding Agency's Contract Officer or Program/Construction Manager that an addendum needs to be issued. PARSONS will provide an electronic copy of the updated wage determination(s) by electronic transmission for use within the Addendum. This update process will continue until 10 days prior to the submission of bids.
4. Receive from the Client, record and retain a copy of the first advertisement for bids for the Project.
5. Provide the Client (or its authorized representative) with a copy of all forms required for post-bid document collection from the bidders (DAS-140, Contractor's Acknowledgement, DAS-142 and CAC- 2).
6. In the event that the Client conducts a Pre-bid Conference for the Project, provide, if requested by Client, a brief familiarization for prospective bidders, covering CMU Program requirements and the resources being made available by the District, through PARSONS, for guidance and support of contractors of all tiers in complying with the CMU Program requirements.

Post-Bid / Pre-NTP Activities

1. For each Project undertaken by the Client, PARSONS shall:
 1. Gather necessary project information and, on behalf of Client, complete and upload Form PWC 100 for each project, in compliance with Labor Code sec. 1773.3 and 8 Cal.Code Reg. sec. 16451(a).
 - 1.2 On behalf of Client, upload all required project-specific data to the CMU website, to include authorized Client users for that project, list of trade classifications applicable to the prime contract (block 23), listing of sub-contractors, license numbers and associated trade classifications for each subcontractor.
 - 1.3 If required by DIR, obtain and, on behalf of Client, upload copies of required project documentation, such as copies of bid advertisement, prime contract, subcontractor listing, and any other documentation requested by the CMU.
 - 1.4 Provide the General Contractor or Client's Program/Project/Construction Manager with appropriate, laminated jobsite posting materials, as required by state and, if applicable, federal law.
 - 1.5 Conduct, as part of a Pre-Construction Conference with the prime contractor(s) and listed subcontractors having been awarded contracts, a briefing with questions and

answers, covering all required aspects of labor compliance, prevailing wage and apprenticeship requirements as they will apply to the Project.

- 1.6 Provide each contractor and subcontractor, in the course of the Pre-Construction Conference, all forms required for post-bid document submissions by the bidders (DAS-140, DAS-142 and CAC- 2).
- 1.7 In the course of the Pre-Construction Conference, Distribute Pre-Construction Checklist of Labor Law and Requirements to all prime contractor(s) and listed subcontractors having been awarded contracts, requiring that each sign and submit the checklist, acknowledging receipt and understanding of materials describing those requirements and their obligations under Labor Law. Collect and secure, within the permanent Project files, all signed checklists.
- 1.8 Receive and record required company data on all prime contractor(s) and listed subcontractors having been awarded contracts.
- 1.9 Support, advise and assist, as necessary, prime contractor(s), subcontractors and sub-subcontractors of every tier, in familiarizing themselves with the CMU on-line system, registering themselves on the CMU CPR storage system for each project and uploading required company and user data as well as any required documents. Key data for upload will be information equivalent to the "Fringe Benefit Statement".
- 1.10 Follow up with the Prime Contractor(s) to confirm that they have registered and uploaded required information to the CMU on-line system and assist them with any questions or clarifications in order to facilitate a timely completion of this process.
- 1.11 Follow up with the Prime Contractor(s) to encourage timely follow through with all subcontractors to ensure that they have registered with the CMU on-line system and uploaded all required information and that they, in turn, have followed up with their sub-subcontractors in the same regard.
- 1.12 Verify contractor licensure status of each contractor or subcontractor listed or identified as intending to work on the project. When requested by Client, confirm each prime and listed subcontractor's registration status with DIR, allowing them to bid and be awarded public works contracts.
- 1.13 Verify that each contractor or subcontractor listed or identified as intending to work on the project is listed by the State Contractors License Board as having Worker's Compensation Insurance.
2. For each Project undertaken by the Client that is subject to specific federal requirements, to include DBRA, PARSONS shall, in addition to any duties set forth elsewhere within this Agreement:
 2. Verify federal apprenticeship registration of all workers listed as an apprentice on the project.
 - 2.2 Include, as part of any Pre-Construction Conference held with the prime contractor(s) and listed subcontractors having been awarded contracts, a briefing on any legal or procedural requirements or any forms peculiar to federal compliance requirements.
 - 2.3 Provide consultation and support to contractor(s), subcontractors and sub-subcontractors of every tier who encounter difficulties or alleged deficiencies in complying with DBRA requirements in order to facilitate understanding of their requirements and a resolution of any alleged violations.
 - 2.4 Address all Awarding Agency (Client's) duties and responsibilities in regard to interfacing with governing federal agencies, to include the Department of Labor.

D. Post-NTP Services

1. On projects subject to State jurisdiction:
 - 1.1 Receive, review and record copies of jobsite daily sign-in logs in order to determine that all contractors or subcontractors of every tier are registered and accounted for within the on-line CMU website.
 - 1.2 Support, advise and assist, as necessary, prime contractor(s), subcontractors and sub-subcontractors of every tier, in electronically submitting Certified Payroll Reports through the CMU on-line system.
 - 1.3 Provide consultation and support to contractor(s), subcontractors and sub-subcontractors of every tier who encounter difficulties or alleged deficiencies in making on-line submittals or who have difficulty understanding CMU responses or direction.
 - 1.4 Provide assistance to contractors or subcontractors who inadvertently lock themselves out of the CMU on-line system to reestablish access through the CMU.
 - 1.5 Respond to all records requests received by the Client within statutory time limits and in a manner that promotes positive relations with requestors. Review all records requests, prior to responding, to ensure that the request is legal and proper. In the event that a request is improper, coordinate with the requestor to modify the request so as to be consistent with law, regulation and accepted practice.
 - 1.6 In the event that a request for partially redacted Certified Payroll Reports is received, by the Client from a joint labor management committee, PARSONS will accomplish the partial redaction (the CMU on-line system does not have the capability to produce partially redacted payroll records).
 - 1.7 In the event that the Client receives a written complaint or allegation of violation(s) on a project, PARSONS shall make an initial evaluation as to appropriate action on the part of the Client and, on behalf of Client, take such action as is appropriate and necessary.

Additional Services

Additional services will be provided only upon written authorization of the Client. Compensation for Additional Services shall be at the T&M hourly rates.

NON-COLLUSION DECLARATION**PROJECT:** _____**STATE OF CALIFORNIA****COUNTY OF** _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

the _____ of _____, the party submitting
(Title) (Bidder Name)

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

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

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

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

(Signature)

(Name Printed or Typed)

Agreement No. R24-05127

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) [SimiLAB3700] (Title)

_____, declare, state and certify that:
(Contractor Name)

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

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

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

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

FINGERPRINT CERTIFICATE

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

 (Entity)

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

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

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

**Entity's DOJ issued
ORI Number**





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

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

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - A. The fingerprints of each person identified on Attachment B-1 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work.

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

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

 (Signature)

 (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

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

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

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

(Contractor Name)

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

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

(Printed or Typed Name)

Agreement No. R24-05127

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT: SVHS – MPR Demolition Project****This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") and

_____ ("Contractor" or "Bidder") includes the following provisions:

[SimiLAB6400]

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

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

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

APPENDIX - 1



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

Combined Single Limit (each accident) must be at least \$1,000,000.00.
Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.

 - ADDITIONAL INSURED ENDORSEMENT "CA 20 48 10 13" or equivalent
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount.
Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.).
Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.). Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS
District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**

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

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

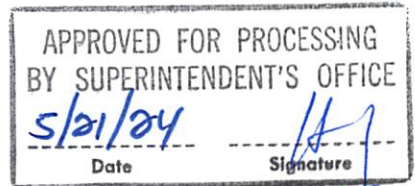
| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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Page 1 of 1 □



TITLE: APPROVAL OF AGREEMENT NO. R24-05515 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TALLER DOS FLORES FOR ARCHITECTURAL DRAFTING SERVICES AND DSA SERVICES FOR THE CLASSROOM MODERNIZATION PROJECT AT SYCAMORE ELEMENTARY SCHOOL

Business & Facilities
Consent #29

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 21, 2024, the Board of Education approved the list of selected architectural and landscaping firms for small projects for the on-call architectural and landscape services for projects throughout the District. Taller Dos Flores is on the approved list and can provide these services.

Taller Dos Flores will provide architectural drafting services and Division of State Architect (DSA) services for the Classroom Modernization project at Sycamore ES. Consultant services are to be determined, at a later date.

This is under the Ongoing Architectural Services Agreement 029997-429-F.

Fiscal Analysis

| | |
|--------------------|----------------------------------------------------------|
| \$27,000.00 | Contract Price |
| \$ 500.00 | Reimbursement |
| \$27,500.00 | Total Contract Price, Funded with Measure X funds |

Recommendation

It is recommended that the Board of Education approve the Taller Dos Flores agreement R24-05515.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-05515 with Taller Dos Flores.

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

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R24-05115
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #029997-429-F**

This Project Assignment Amendment (“PAA”) is entered by and between Simi Valley Unified School District (“District”) and Taller Dos Flores (“Architect”) as of May 21, 2024.

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

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

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

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

Assigned Project Description. The Assigned Project is described as follows, including but not limited to: Renovate existing classrooms of Building 2, 4, 5, and 6 on the Sycamore Elementary School campus, per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated May 7, 2024. Drafting for new flooring, white boards, tack panels, paint, countertops, ADA parking and path of travel, as required. Schematic Phase through Construction Administration and DSA closeout, including through Division of State Architect (DSA) plan check through closeout certification.

1. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is To Be Determined.

2. Assigned Project Basic Services. The Basic Services Phases for the Assigned Project are:

| |
|---------------------------------------------|
| Design Development / Construction Documents |
| DSA Approval |
| Bidding - Assist |
| Construction Administration |
| DSA Close Out |

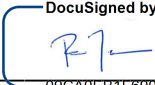
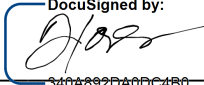
3. Assigned Project Design Disciplines and Design Consultants. The Design Disciplines included within the scope of the Assigned Project include the following: the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect.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

4. Assigned Project Schedule. The Architect’s Completion of Basic Services for the Assigned Project shall be in accordance with the following: (Timeline is subject to change, per District’s discretion)

| Basic Services Phases | Completion Date |
|---------------------------------------------|-----------------|
| Design Development / Construction Documents | August 2024 |
| DSA Approval | January 2025 |
| Bidding - Assist | April 2025 |
| Construction Administration | September 2025 |
| DSA Close Out | October 2025 |

5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project shall not exceed **Twenty-Seven Thousand Dollars (\$27,000.00)**. Reimbursement is not to exceed **Five Hundred Dollars (\$500.00)**.
6. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as follows: To Be Determined.
7. **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.

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

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>District</p> <p>Simi Valley Unified School District</p> <p>By:  DocuSigned by: 09CA0EB1F690455...</p> <p>Name: <u>Ron Todo</u></p> <p>Title: <u>Associate Superintendent, Business & Facilities</u></p> | <p>Architect</p> <p>Taller Dos Flores</p> <p>By:  DocuSigned by: 340A892DA0DC4B0...</p> <p>Name: <u>J. Guadalupe Flores</u></p> <p>Title: <u>Owner</u></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DS


NON-COLLUSION DECLARATION**PROJECT:** Sycamore Elementary School Classroom Renovations**STATE OF CALIFORNIA****COUNTY OF** Ventura

I, J. Guadalupe Flores, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

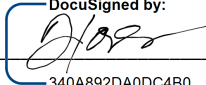
the Owner of Taller Dos Flores, the party submitting
(Title) (Bidder Name)

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

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

Executed this 13 day of May, 2024 at Pasadena, Los Angeles, CA.
(City, County and State)

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

DocuSigned by:

(Signature) 340A892DA0DC4B0...
J. Guadalupe Flores
(Name Printed or Typed)

DRUG-FREE WORKPLACE CERTIFICATION

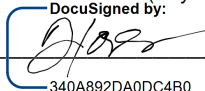
I, J. Guadalupe Flores, am the Owner of
 (Print Name) [SimiGOV8350] (Title)
Taller Dos Flores
 (Contractor Name)

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

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

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

Executed at Pasadena, CA this 13 day of May, 2024.
 (City and State)

(Signature) 
 340A892DA0DC4B0...
J. Guadalupe Flores
 (Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Sycamore Elementary School Classroom Renovations

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

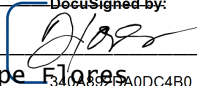
The contract between **Simi Valley Unified School District** ("District") and

Taller Dos Flores ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 5/13/2024

Contractor: Taller Dos Flores
Signature: 
Print Name: J. Guadalupe Flores
Title: owner

Attachment 1- For Fee Only



Taller Dos Flores

**1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com**

May 7, 2024

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

**Re: Sycamore ES - Classrooms Renovation
Simi Valley, CA**

Dear Ms. Rubenstein:

Taller Dos Flores is pleased to submit our Fee Proposal for Architectural Services related to the above project.

We base the following scope of services and fees on the project description per our site visit on May 1, 2024 and information provided by email on May 3, 2024. The following proposal reflects our current understanding of the project and scope of the services required.

I PROJECT

Simi Valley Unified School District ("Client") intends to renovate existing classrooms of Building 2, 4, 5, and 6 on the Sycamore Elementary School campus (see Exhibit B, attached) similar to the classroom renovation at Park View ES dated 10/31/2023 (provided May 7, 2024).

II SCOPE OF SERVICES

Taller Dos Flores ("Architect") will provide the following services from the project start through closeout:

- A. Perform one (1) site visit to review existing conditions and utilities associated with the scope of work.
- B. Review client-provided as-built drawings;
- C. Prepare Construction Documents consisting of full-size CAD (2D) drafted sheets specifying:
 - 1. Architectural drawings to show the scope of demolition and remodel of classroom renovation to include:
 - a. White boards;

Architecture Workshop

Ms. Lori Rubenstein
Sycamore ES - Classrooms Renovation
May 7, 2024
Page 2

- b. Tack boards;
 - c. Flooring;
 - d. Paint (walls and ceiling);
 - e. Counter top.
- 2. Site evaluation of path of travel components.
- D. Provide sheet specifications;
- E. Respond to DSA plan check comments;
- F. Coordinate with Client's project manager;
- G. Administration of typical DSA project documents;
- H. Construction Administration:
 - 1. Review and respond to RFIs;
 - 2. Review and respond to product submittals;
 - 3. Review and respond to shop drawings.
 - 4. Review Applications for Payment;
 - 5. Review Change Orders;
 - 6. Review contractor's work and certify the date of Substantial Completion;
 - 7. Review and approve completed punchlist;
 - 8. Attend eight (8) virtual OAC meetings.
- I. Perform one (1) punch walk at completion of construction and develop final punch list;
- J. DSA close out.

III FEE, EXPENSE, AND TERMS

The fee for the above listed design services shall be:

- A. A not to exceed fee of **Twenty-seven Thousand Dollars (\$27,000)** - \$25,00 for classroom renovation and \$2,000 for site evaluation;
- B. Reimbursable expenses shall be a not to exceed of **Five Hundred Dollars (\$500)**;
- C. Additional services will be per our hourly rates;
- D. See attached Exhibit A for Hourly Rates and Fees;
- E. We will invoice monthly based on a percentage of completion and the following schedule:
 - 1. 80% after submission of construction documents for plan-check;
 - 2. 10% after agency approval;

Ms. Lori Rubenstein
Sycamore ES - Classrooms Renovation
May 7, 2024
Page 3

3. 10% during construction.

IV NON-SCOPE SERVICES

The above-described services are based on routine applications which do not require special procedures or the preparation of additional information. All plans and other documents will be prepared only once. The Client shall acknowledge that the Architect does not include items of service not specified in the scope above.

V ASSUMPTIONS & EXCLUSIONS

We assume the following items in the scope of this Proposal:

- A. Single phase construction;
- B. The project has no Deferred Approvals;
- C. Two (2) month construction schedule and the related construction phase period will not be over four (4) months from date of plan check approval.

We exclude the following items from the scope of this Proposal:

- A. Structural, mechanical, electrical, and plumbing engineering design;
- B. Cost estimating;
- C. Project management;
- D. Prepare bid solicitation for contracting;
- E. Electrical distribution and emergency power systems upgrades;
- F. Low voltage (security, voice/data, audio/visual, fire alarm);
- G. Fire protection design, including but not limited to, fire alarm, fire sprinkler systems, etc.;
- H. Specialty signaling system, security system, telephone wiring system plus related equipment;
- I. Data Networking & wiring system;
- J. Prepare computer aided drawings (CAD) backgrounds;
- K. 3D modeling, including Building Information Modeling;
- L. Power recording and existing circuit tracking;
- M. Infrastructure upgrades to existing structural system, electrical, mechanical and plumbing systems;
- N. Design, engineering, and ADA upgrades;
- O. Plan check fees;
- P. Permit and inspection fees;

Ms. Lori Rubenstein
Sycamore ES - Classrooms Renovation
May 7, 2024
Page 4

- Q. Testing and inspection cost;
- R. Reproduction of documents

VI ADDITIONAL SERVICES / CHANGES IN SERVICES

If any unforeseen changes in the scope of service arise, the Architect will notify the Client of the circumstances. If Additional Services/Changes in Services are necessary, Architect will perform services as authorized and approved in writing by the Client. Such items of service may include, but not limited to, the following:

- A. Work associated with changes in project size or program;
- B. Interior design;
- C. Architectural renderings
- D. Graphic design;

VII TERMINATION

Either party may terminate this Agreement immediately should the other party fail to perform in accordance with the terms of this Agreement or if the Client abandons the project. In the event of abandonment or termination, Client will compensate the Architect for all services performed and reimbursable expenses accrued prior to the termination of this Agreement.

VIII PAYMENTS

All of the Architect's monthly invoices shall be due and payable within thirty (30) days of the receipt of invoice. Payment is not contingent upon governmental approvals or the project proceeding beyond the period for which Architect has submitted invoice for services rendered. If not paid within thirty (30) days, Client shall pay Architect interest at the maximum legal rate and shall pay a service charge for its efforts to collect any unpaid balances beginning sixty (60) days after the invoice date and continuing until Client has paid the invoice. If any invoice remains unpaid after thirty (30) days, Architect shall have the right to suspend all architectural services, without incurring any liability for damages due to the suspension of the work, until Client makes full payment. In the event any legal action is necessary to enforce any provision of this Agreement or in any way connected with this project, the prevailing party shall be entitled to recover collection costs and reasonable attorney's fees.

IX JURISDICTION

The laws of the State of California shall govern over this agreement. In the event either party commences legal action to enforce or interpret any provision of this Agreement, the parties will conduct and resolve said legal action in the County of

Ms. Lori Rubenstein
Sycamore ES - Classrooms Renovation
May 7, 2024
Page 5

Los Angeles in the above-mentioned State. Before either party brings any claim or legal action, all parties shall agree to attend a mediation conference.

X INDEMNIFICATION

The Client waives any claim against Taller Dos Flores, and shall defend, indemnify and hold harmless Taller Dos Flores and its agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Taller Dos Flores' services under this Agreement, where such claim or liability is caused by the sole negligence or willful misconduct of Client.

The Client also shall defend, indemnify and hold harmless Taller Dos Flores and its agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that a trier of fact has found caused by Taller Dos Flores' sole or gross negligence or Taller Dos Flores' willful misconduct.

XI STANDARD OF CARE

The Architect will provide architectural and consultant services pursuant to the terms of this Agreement consistent with the standards of the profession as performed by architects providing similar services for similar project types under like circumstances.

Ms. Lori Rubenstein
Sycamore ES - Classrooms Renovation
May 7, 2024
Page 6

Thank you for the opportunity to offer our services.

Regards,
Taller Dos Flores

J. Guadalupe Flores, Owner

JGF:gf
Attachment

APPROVED

Simi Valley Unified School District
"Client"

Authorized Signature

Printed Name and Title

Date

This fee proposal is valid for ninety (90) days from the day and year first written above.

FILE: Proposal-Sycamore ES-Classrooms Renovation.Docx



Taller Dos Flores

**1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com**

EXHIBIT A

HOURLY RATES AND FEES

Architectural Services

Effective January 1, 2024

A. Salaries:

The hourly personnel rates listed below include overhead, burden, fringe benefits, profits, etc. This schedule is valid for services performed during 2024. Services commenced or continued beyond 2024 will be subject to the Schedule current at the time of performance of services.

| <u>Classification</u> | <u>Hourly Rate</u> |
|-------------------------------|---------------------------|
| a. Principal | \$300.00 |
| b. Project Architect | \$159.00 |
| c. Construction Administrator | \$138.00 |
| d. Drafting | \$120.00 |
| e. Administrator | \$96.00 |

B. Reimbursable:

1. Plan check fee and permit fee; billed at actual cost- limited to less than \$2,000 and prior approval;
2. Reproduction, express mail, etc.: billed at cost;
3. Reimbursable for prints and reports done in house are as follows:

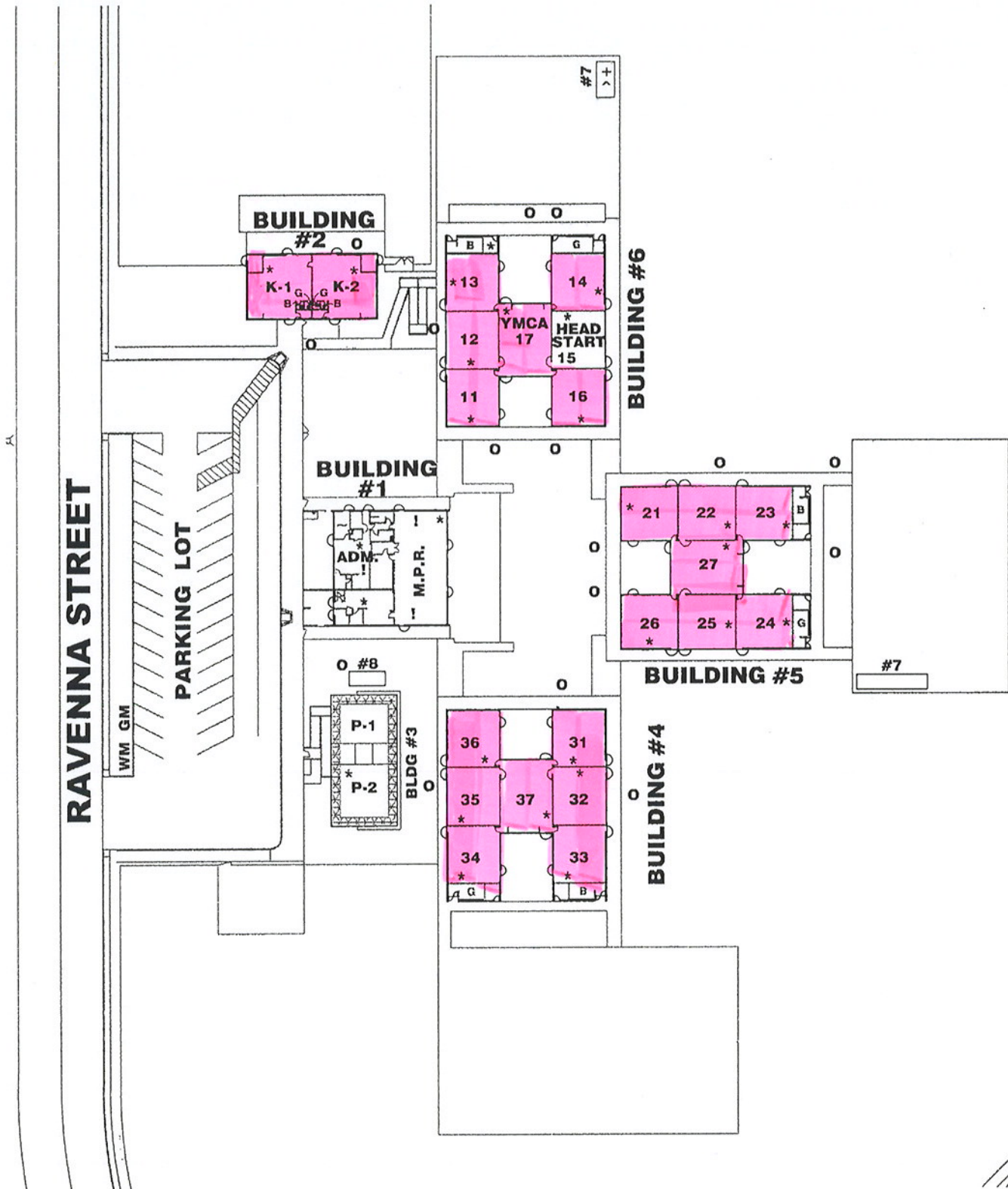
| | |
|-----------------------------------------------------------------------------|------------------|
| CADD plots (30"x42") (one check plot and one final plot for each submittal) | \$10.00 per plot |
| Xerographic plot (30"x42") | \$2.00 per sheet |
| Xerographic copies (8 1/2"x11") | \$0.10 each |

C. Travel:

1. Mileage: Ground transportation to/from the site and mileage shall be at the current IRS reimbursement rate for travel out of the greater Los Angeles area. A round-trip allowance of 50 miles per trip shall apply;
2. Billing for Per Diem costs for meals and lodging for work requirements outside the office over one day and more than 100 miles away from our office shall be at actual cost, plus ten percent (10%). Inside the Continental United States, maximum billed amounts will not exceed the following without prior approval:

| | |
|------------|-----------------------------|
| Meals | \$100.00 per person per day |
| Lodging | \$140.00 per person per day |
| Car rental | \$100.00 per day |

Architecture Workshop

EXHIBIT B**BUILDING ANALYSIS**

- 1 -ADMINISTRATION
- 2 -KINDERGARTEN
- 3 -CLASSROOMS/PORT.
- 4 -CLASSROOMS
- 5 -CLASSROOMS
- 6 -CLASSROOMS
- 7-8 -METAL CONTAINER

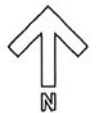
LEGEND

- ~ ELECTRICAL MAIN
- * FIRE EXTINGUISHER
- ! FIRE ALARM STATION
- + EMERGENCY MEDICAL SUPPLIES
- GM GAS MAIN
- WM WATER MAIN
- ^ SEA-TRAIN (EMERGENCY SUPPLIES)
- o WATER OR GAS VALVE

SYCAMORE ELEMENTARY

2100 RAVENNA STREET
 SIMI VALLEY, CA. 93065
 (805) 520-6745

3-03-10



Certificate Of Completion

Envelope Id: 5FF9FEAF44AF446498B647EB310CAB76

Status: Completed

Subject: Complete with DocuSign: Sycamore CR Reno -Taller Dos Flores R24-05115.pdf

Source Envelope:

Document Pages: 13

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

5/10/2024 8:54:31 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

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

J. Guadalupe Flores

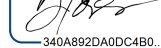
gflores@tallerdosflores.com

Owner

Taller Dos Flores

Security Level: Email, Account Authentication
(None)

DocuSigned by:


340A892DA0DC4B0...

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Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)
DS
MN

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Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2**Electronic Record and Signature Disclosure:**

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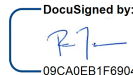
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Ron Todo

ron.todo@simivalleyusd.org

Ron Todo

Simi Valley Unified

Security Level: Email, Account Authentication
(None)
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09CA0EB1F690455...

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

| Intermediary Delivery Events | Status | Timestamp |
|--------------------------------------------|------------------|----------------------|
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/10/2024 9:10:32 AM |
| Certified Delivered | Security Checked | 5/22/2024 5:21:30 PM |
| Signing Complete | Security Checked | 5/22/2024 5:21:34 PM |
| Completed | Security Checked | 5/22/2024 5:21:34 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

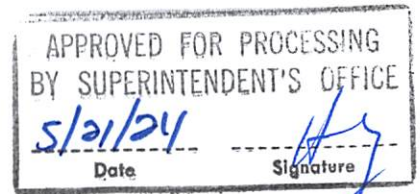
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



TITLE: APPROVAL OF AGREEMENT NO. R24-05516 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TALLER DOS FLORES FOR ARCHITECTURAL DRAFTING SERVICES AND DSA SERVICES FOR THE CLASSROOM MODERNIZATION PROJECT AT GARDEN GROVE ELEMENTARY SCHOOL

Business & Facilities
Consent #30

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 21, 2024, the Board of Education approved the list of selected architectural and landscaping firms for small projects for the on-call architectural and landscape services for projects throughout the District. Taller Dos Flores is on the approved list and can provide these services.

Taller Dos Flores will provide architectural drafting services and Division of State Architect (DSA) services for the Classroom Modernization project at Garden Grove ES. Consultant services are to be determined, at a later date.

This is under the Ongoing Architectural Services Agreement 029997-429-F.

Fiscal Analysis

\$27,000.00 Contract Price
\$ 500.00 Reimbursement
\$27,500.00 **Total Contract Price**, Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approve the Taller Dos Flores agreement R24-05516.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-05516 with Taller Dos Flores.

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

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R24-05116
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #029997-429-F**

This Project Assignment Amendment (“PAA”) is entered by and between Simi Valley Unified School District (“District”) and Taller Dos Flores (“Architect”) as of May 21, 2024.

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

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

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

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

Assigned Project Description. The Assigned Project is described as follows, including but not limited to: Renovate existing classrooms of Building 1, 2, 6, and 7 on the Garden Grove Elementary School campus, per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated May 7, 2024. Drafting for new flooring, white boards, tack panels, paint, countertops, ADA parking and path of travel, as required. Schematic Phase through Construction Administration and DSA closeout, including through Division of State Architect (DSA) plan check through closeout certification.

1. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is To Be Determined.

2. Assigned Project Basic Services. The Basic Services Phases for the Assigned Project are:

| |
|---------------------------------------------|
| Design Development / Construction Documents |
| DSA Approval |
| Bidding - Assist |
| Construction Administration |
| DSA Close Out |

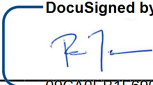
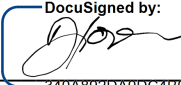
3. Assigned Project Design Disciplines and Design Consultants. The Design Disciplines included within the scope of the Assigned Project include the following: the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect.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

4. Assigned Project Schedule. The Architect’s Completion of Basic Services for the Assigned Project shall be in accordance with the following: (Timeline is subject to change, per District’s discretion)

| Basic Services Phases | Completion Date |
|---------------------------------------------|-----------------|
| Design Development / Construction Documents | August 2024 |
| DSA Approval | January 2025 |
| Bidding - Assist | April 2025 |
| Construction Administration | September 2025 |
| DSA Close Out | October 2025 |

- 5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project shall not exceed **Twenty-Seven Thousand Dollars (\$27,000.00)**. Reimbursement is not to exceed **Five Hundred Dollars (\$500.00)**
- 6. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as follows: To Be Determined.
- 7. **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.

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

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District Simi Valley Unified School District By:  <small>DocuSigned by: 09CA0EB1F690455...</small> Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u> | Architect Taller Dos Flores By:  <small>DocuSigned by: 340A892DA0DC4B0...</small> Name: <u>J. Guadalupe Flores</u> Title: <u>Owner</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|


DS

NON-COLLUSION DECLARATION

PROJECT: Garden Grove Elementary School Classroom Renovations

STATE OF CALIFORNIA

COUNTY OF Ventura

I, J. Guadalupe Flores, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

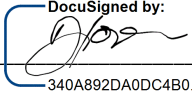
the Owner of Taller Dos Flores, the party submitting
(Title) (Bidder Name)

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

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

Executed this 13 day of May, 2024 at Pasadena, Los Angeles, CA.
(City, County and State)

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

(Signature) 
340A892DA0DC4B0...
J. Guadalupe Flores
(Name Printed or Typed)

DRUG-FREE WORKPLACE CERTIFICATION

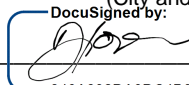
I, J. Guadalupe Flores, am the owner of
(Print Name) [SimiGOV8350] (Title)
Taller Dos Flores
(Contractor Name)

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

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

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

Executed at Pasadena, CA this 13 day of May, 2024.

(City and State)
DocuSigned by:

(Signature) 340A892DA0DC4B0...
J. Guadalupe Flores
(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Garden Grove Elementary School Classroom Renovations

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

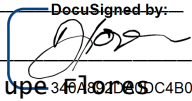
The contract between **Simi Valley Unified School District** ("District") and

Taller Dos Flores ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 5/13/2024

Contractor: Taller Dos Flores
Signature: 
Print Name: J. Guadalupe Flores
Title: Owner

Attachment 1 - For Fee Only



Taller Dos Flores

**1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com**

May 7, 2024

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

**Re: Garden Grove ES - Classrooms Renovation
Simi Valley, CA**

Dear Ms. Rubenstein:

Taller Dos Flores is pleased to submit our Fee Proposal for Architectural Services related to the above project.

We base the following scope of services and fees on the project description per our site visit on May 1, 2024 and information provided by email on May 3, 2024. The following proposal reflects our current understanding of the project and scope of the services required.

I PROJECT

Simi Valley Unified School District ("Client") intends to renovate existing classrooms of Building 1, 2, 6, and 7 on the Garden Grove Elementary School campus (see Exhibit B, attached) similar to the classroom renovation at Park View ES dated 10/31/2023 (provided May 7, 2024).

II SCOPE OF SERVICES

Taller Dos Flores ("Architect") will provide the following services from the project start through closeout:

- A. Perform one (1) site visit to review existing conditions and utilities associated with the scope of work.
- B. Review client-provided as-built drawings;
- C. Prepare Construction Documents consisting of full-size CAD (2D) drafted sheets specifying:
 - 1. Architectural drawings to show the scope of demolition and remodel of classroom renovation to include:
 - a. White boards;

Architecture Workshop

Ms. Lori Rubenstein
Garden Grove ES - Classrooms Renovation
May 7, 2024
Page 2

- b. Tack boards;
 - c. Flooring;
 - d. Paint (walls and ceiling);
 - e. Counter top.
- 2. Site evaluation of path of travel components.
- D. Provide sheet specifications;
- E. Respond to DSA plan check comments;
- F. Coordinate with Client's project manager;
- G. Administration of typical DSA project documents;
- H. Construction Administration:
 - 1. Review and respond to RFIs;
 - 2. Review and respond to product submittals;
 - 3. Review and respond to shop drawings.
 - 4. Review Applications for Payment;
 - 5. Review Change Orders;
 - 6. Review contractor's work and certify the date of Substantial Completion;
 - 7. Review and approve completed punchlist;
 - 8. Attend eight (8) virtual OAC meetings.
- I. Perform one (1) punch walk at completion of construction and develop final punch list;
- J. DSA close out.

III FEE, EXPENSE, AND TERMS

The fee for the above listed design services shall be:

- A. A not to exceed fee of **Twenty-seven Thousand Dollars (\$27,000)** - \$25,00 for classroom renovation and \$2,000 for site evaluation;
- B. Reimbursable expenses shall be a not to exceed of **Five Hundred Dollars (\$500)**;
- C. Additional services will be per our hourly rates;
- D. See attached Exhibit A for Hourly Rates and Fees;
- E. We will invoice monthly based on a percentage of completion and the following schedule:
 - 1. 80% after submission of construction documents for plan-check;
 - 2. 10% after agency approval;

Ms. Lori Rubenstein
Garden Grove ES - Classrooms Renovation
May 7, 2024
Page 3

3. 10% during construction.

IV NON-SCOPE SERVICES

The above-described services are based on routine applications which do not require special procedures or the preparation of additional information. All plans and other documents will be prepared only once. The Client shall acknowledge that the Architect does not include items of service not specified in the scope above.

V ASSUMPTIONS & EXCLUSIONS

We assume the following items in the scope of this Proposal:

- A. Single phase construction;
- B. The project has no Deferred Approvals;
- C. Two (2) month construction schedule and the related construction phase period will not be over four (4) months from date of plan check approval.

We exclude the following items from the scope of this Proposal:

- A. Structural, mechanical, electrical, and plumbing engineering design;
- B. Cost estimating;
- C. Project management;
- D. Prepare bid solicitation for contracting;
- E. Electrical distribution and emergency power systems upgrades;
- F. Low voltage (security, voice/data, audio/visual, fire alarm);
- G. Fire protection design, including but not limited to, fire alarm, fire sprinkler systems, etc.;
- H. Specialty signaling system, security system, telephone wiring system plus related equipment;
- I. Data Networking & wiring system;
- J. Prepare computer aided drawings (CAD) backgrounds;
- K. 3D modeling, including Building Information Modeling;
- L. Power recording and existing circuit tracking;
- M. Infrastructure upgrades to existing structural system, electrical, mechanical and plumbing systems;
- N. Design, engineering, and ADA upgrades;
- O. Plan check fees;
- P. Permit and inspection fees;

Ms. Lori Rubenstein
Garden Grove ES - Classrooms Renovation
May 7, 2024
Page 4

- Q. Testing and inspection cost;
- R. Reproduction of documents

VI ADDITIONAL SERVICES / CHANGES IN SERVICES

If any unforeseen changes in the scope of service arise, the Architect will notify the Client of the circumstances. If Additional Services/Changes in Services are necessary, Architect will perform services as authorized and approved in writing by the Client. Such items of service may include, but not limited to, the following:

- A. Work associated with changes in project size or program;
- B. Interior design;
- C. Architectural renderings
- D. Graphic design;

VII TERMINATION

Either party may terminate this Agreement immediately should the other party fail to perform in accordance with the terms of this Agreement or if the Client abandons the project. In the event of abandonment or termination, Client will compensate the Architect for all services performed and reimbursable expenses accrued prior to the termination of this Agreement.

VIII PAYMENTS

All of the Architect's monthly invoices shall be due and payable within thirty (30) days of the receipt of invoice. Payment is not contingent upon governmental approvals or the project proceeding beyond the period for which Architect has submitted invoice for services rendered. If not paid within thirty (30) days, Client shall pay Architect interest at the maximum legal rate and shall pay a service charge for its efforts to collect any unpaid balances beginning sixty (60) days after the invoice date and continuing until Client has paid the invoice. If any invoice remains unpaid after thirty (30) days, Architect shall have the right to suspend all architectural services, without incurring any liability for damages due to the suspension of the work, until Client makes full payment. In the event any legal action is necessary to enforce any provision of this Agreement or in any way connected with this project, the prevailing party shall be entitled to recover collection costs and reasonable attorney's fees.

IX JURISDICTION

The laws of the State of California shall govern over this agreement. In the event either party commences legal action to enforce or interpret any provision of this Agreement, the parties will conduct and resolve said legal action in the County of

Ms. Lori Rubenstein
Garden Grove ES - Classrooms Renovation
May 7, 2024
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Los Angeles in the above-mentioned State. Before either party brings any claim or legal action, all parties shall agree to attend a mediation conference.

X INDEMNIFICATION

The Client waives any claim against Taller Dos Flores, and shall defend, indemnify and hold harmless Taller Dos Flores and its agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Taller Dos Flores' services under this Agreement, where such claim or liability is caused by the sole negligence or willful misconduct of Client.

The Client also shall defend, indemnify and hold harmless Taller Dos Flores and its agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that a trier of fact has found caused by Taller Dos Flores' sole or gross negligence or Taller Dos Flores' willful misconduct.

XI STANDARD OF CARE

The Architect will provide architectural and consultant services pursuant to the terms of this Agreement consistent with the standards of the profession as performed by architects providing similar services for similar project types under like circumstances.

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Thank you for the opportunity to offer our services.

Regards,
Taller Dos Flores

J. Guadalupe Flores, Owner

JGF:gf
Attachment

APPROVED

Simi Valley Unified School District
"Client"

Authorized Signature

Printed Name and Title

Date

This fee proposal is valid for ninety (90) days from the day and year first written above.

FILE: Proposal-Garden Grove ES-Classrooms Renovation.Docx



Taller Dos Flores

**1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com**

EXHIBIT A

HOURLY RATES AND FEES

Architectural Services

Effective January 1, 2024

A. Salaries:

The hourly personnel rates listed below include overhead, burden, fringe benefits, profits, etc. This schedule is valid for services performed during 2024. Services commenced or continued beyond 2024 will be subject to the Schedule current at the time of performance of services.

| <u>Classification</u> | <u>Hourly Rate</u> |
|-------------------------------|---------------------------|
| a. Principal | \$300.00 |
| b. Project Architect | \$159.00 |
| c. Construction Administrator | \$138.00 |
| d. Drafting | \$120.00 |
| e. Administrator | \$96.00 |

B. Reimbursable:

1. Plan check fee and permit fee; billed at actual cost- limited to less than \$2,000 and prior approval;
2. Reproduction, express mail, etc.: billed at cost;
3. Reimbursable for prints and reports done in house are as follows:

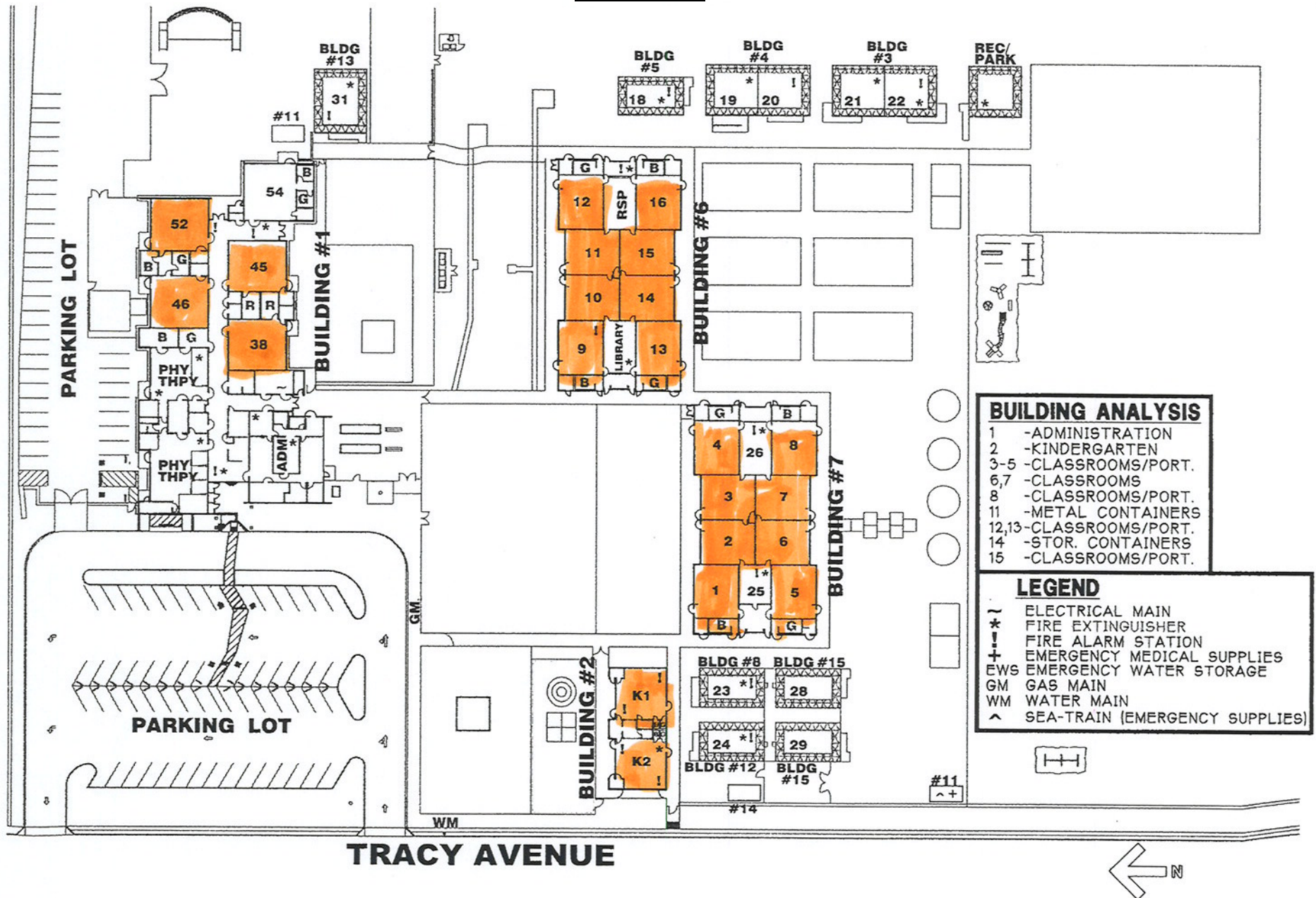
| | |
|-----------------------------------------------------------------------------|------------------|
| CADD plots (30"x42") (one check plot and one final plot for each submittal) | \$10.00 per plot |
| Xerographic plot (30"x42") | \$2.00 per sheet |
| Xerographic copies (8 1/2"x11") | \$0.10 each |

C. Travel:

1. Mileage: Ground transportation to/from the site and mileage shall be at the current IRS reimbursement rate for travel out of the greater Los Angeles area. A round-trip allowance of 50 miles per trip shall apply;
2. Billing for Per Diem costs for meals and lodging for work requirements outside the office over one day and more than 100 miles away from our office shall be at actual cost, plus ten percent (10%). Inside the Continental United States, maximum billed amounts will not exceed the following without prior approval:

| | |
|------------|-----------------------------|
| Meals | \$100.00 per person per day |
| Lodging | \$140.00 per person per day |
| Car rental | \$100.00 per day |

Architecture Workshop

EXHIBIT B

01-28-17

Certificate Of Completion

Envelope Id: 5713368A6A4B4E41AE56F9C8B6F8C6DA

Status: Completed

Subject: Complete with DocuSign: Garden Grove CR Reno - Taller Dos Flores R24-05116.pdf

Source Envelope:

Document Pages: 13

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

5/10/2024 9:14:05 AM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

J. Guadalupe Flores

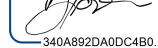
gflores@tallerdosflores.com

Owner

Taller Dos Flores

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


340A892DA0DC4B0...Signature Adoption: Drawn on Device
Using IP Address: 102.129.252.240**Timestamp**

Sent: 5/10/2024 9:23:15 AM

Viewed: 5/13/2024 10:47:19 AM

Signed: 5/13/2024 10:51:17 AM

Electronic Record and Signature Disclosure:

Accepted: 5/13/2024 10:47:19 AM

ID: 1518f23a-b5a5-4e65-9316-880b2984b7f8

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)
DS
MNSignature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2

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Signed: 5/22/2024 3:38:41 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 3:38:36 PM


ID: dcd9caaf-7913-4221-a857-4f6ce1e41f9d

Ron Todo

ron.todo@simivalleyusd.org

Ron Todo

Simi Valley Unified

Security Level: Email, Account Authentication
(None)
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Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

| Intermediary Delivery Events | Status | Timestamp |
|--------------------------------------------|------------------|----------------------|
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/10/2024 9:23:15 AM |
| Certified Delivered | Security Checked | 5/22/2024 5:21:01 PM |
| Signing Complete | Security Checked | 5/22/2024 5:21:13 PM |
| Completed | Security Checked | 5/22/2024 5:21:13 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Simi Valley Unified School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Simi Valley Unified School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

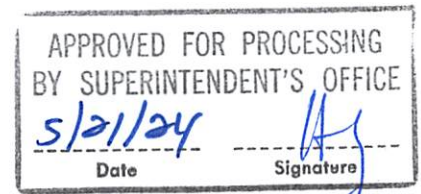
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



**TITLE: APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R24-04405
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK
SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT
SERVICES AT GARDEN GROVE ELEMENTARY SCHOOL**

Business & Facilities
Consent #32

May 21, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On April 16, 2024, the Board of Education approved Agreement No. R24-04405 with Clark Seif Clark, Inc. for abatement monitoring services for the Flooring Abatement project at Garden Grove Elementary School. Additional hazardous materials testing is necessary for this project.

See Exhibit A

Fiscal Analysis

\$28,840.00 Original Contract

\$ 8,530.00 Amendment #1

\$37,370.00 Total Revised Contract, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 163 by Trustee Smollen, seconded by Trustee Bagdasaryan
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved of
Amendment #1 to Agreement No. R24-04405 with Clark Seif Clark, Inc. for hazardous materials
consultant services at Garden Grove Elementary School.

Bagdasaryan
Ayes: Suban Noes: 0 Absent: 0 Abstained: 0
Smollen
Pine
LaBelle



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

AMENDMENT

| | | | |
|------------------|-------------------------------------|----------------|-----------|
| Project Name: | Flooring Abatement | Amendment No. | 1 |
| Site: | Garden Grove Elementary | Board Date: | 5/21/2024 |
| To (Consultant): | Clark Seif Clark, Inc. | Bid | B24FS431 |
| Address: | PO Box 4299 Chatsworth, CA 91313 | Requisition | R24-04405 |
| | | Purchase Order | |

THE CONTRACT HAS CHANGED AS FOLLOWS:

The scope of Clark Seif Clark, Inc. work has been revised due to the following:
Additional testing is required in the form of limited hazardous materials survey to include sampling the tack board/whiteboard mastic for asbestos and the plaster wall substrate for lead based paint.

See Exhibit A



SimiValleySchools

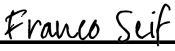

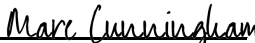


SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

| Adjustment to Contract Amount | | Adjustment to Contract Schedule | |
|------------------------------------------|--------------|----------------------------------------|---------|
| Original Contract Amount: | \$ 28,840.00 | Original Contract Start: | 4/18/24 |
| Total Prior Change Orders: | \$ - | Original Completion Date: | 9/15/24 |
| Contract Sum Prior to this Change Order: | \$ 28,840.00 | Total Approved Time Extension to Date: | 0 |
| Amount of this Change Order: | \$ 8,530.00 | Adjustment per this Change Order: | 0 |
| Revised Contract Amount: | \$ 37,370.00 | New Completion Date: | N/A |
| | | | |

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

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

| | | |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <u>Franco Seif</u> Clark Seif Clark, Inc. | DocuSigned by:  Signature 8CE12A370BC24B2... | <u>5/15/2024</u> Date |
| <u>Jim McGregor</u> Project Coordinator | DocuSigned by:  Signature C1C1879B1A4B495... | <u>5/23/2024</u> Date |
| <u>Marc Cunningham</u> Construction Project Manager | DocuSigned by:  Signature 2CEE5D45D018490... | <u>5/23/2024</u> Date |
| <u>Lori Rubenstein</u> Bond Program Manager | DocuSigned by:  Signature 19ADD8F59B9244E... | <u>5/23/2024</u> Date |
| <u>Ron Todo</u> Associate Superintendent, Business & Facilities | DocuSigned by:  Signature 09CA0EB1F690455... | <u>5/24/2024</u> Date |

DS
MN



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

Exhibit A

4/11/2024

CSC Project No. 1031458.04

Simi Valley Unified School District
Mr. Jim McGregor
101 West Cochran Street
Simi Valley, CA 93065

Re: Limited Asbestos-Containing Materials and Lead-Based Paint Survey
Garden Grove Elementary School
2250 Tracy Avenue
Simi Valley, CA 93065

Dear Mr. McGregor,

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a limited hazardous materials survey at the above-referenced property. The survey will be limited to sampling the tack board/whiteboard mastic for asbestos and the plaster wall substrate for lead based paint.

Per our conversation with you on April 9, 2024, we have acquired the technical requirements for this fee proposal. It is our understanding that the property is an elementary school with 30 classrooms scheduled for a classroom renovation project; each classroom has 3 tack board/whiteboard mounted to the walls.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$8,530.00. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

In order for CSC to proceed with this investigation, we require your written authorization. Please sign where indicated and return this proposal to us as soon as possible.

FEE PROPOSAL

| <u>Description</u> | <u>Rate</u> | <u>Est. Units</u> | <u>Est. Cost</u> |
|-------------------------------------|--------------------|--------------------------|-------------------------|
| Project Manager | \$190.00/Hour | 2 | \$380.00 |
| Certified Asbestos Consultant (CAC) | \$135.00/Hour | 18 | \$2,430.00 |
| Certified Lead Inspector | \$125.00/Hour | 16 | \$2,000.00 |
| PLM Bulks – 5 Day TAT | \$35.00/Sample | 90 | \$3,150.00 |
| XRF Analyzer | \$250.00/Day | 2 | \$500.00 |
| Clerical | \$70.00/Hour | 1 | \$70.00 |

Total Estimated Costs **\$8,530.00**

SCOPE OF WORK

The purpose of an asbestos-containing material (ACM) survey is to conduct an investigation of accessible suspect building materials using laboratory analysis of collected samples to determine the presence of ACM, and the provision of a report on the results. The ACM survey shall follow sampling guidelines as established in the Asbestos Hazard Emergency Response Act of 1986 (AHERA), where applicable, and the requirements of the local air quality management district (AQMD). This survey shall include the following:

- On-site visit;
- Identify homogeneous building areas/materials;
- Assess condition of suspect ACM;
- Conduct non-destructive bulk sampling as required;
- Perform PLM laboratory sample analysis;
- Identify ACM and record locations; and
- Provide written report of findings.

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

The purpose of a Lead-based paint (LBP) survey is to conduct a surface-by-surface investigation of painted surfaces using portable x-ray fluorescence (XRF) analyzers and/or laboratory analysis of paint chip samples to determine the presence of lead-based paint, and the provision of a report on the results. This survey shall include the following:

- On-site visit;
- Identify individual painted components;
- Test paint via XRF spectrum analyzer; and/or
- Collect/analyze paint chip samples as required;
- Identify LBP surfaces; and
- Provide written report of findings.

This LBP survey will be conducted by a California Department of Public Health (CDPH)-Certified Lead Inspector/Assessor. A CDPH-Certified Lead Project Designer shall develop the design of any LBP projects and/or interim control strategies.

TERMS & CONDITIONS

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

CSC Initial

Client Initial

CG

30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Clark Seif Clark, Inc. be made.

WARRANTY & LIABILITY

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

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

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

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

Sincerely,



Christian Goerrissen
CAC, Project Manager

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CG

Client Initial

Certificate Of Completion

Envelope Id: 3C7104BFE27544D2BA934E567867B053

Status: Completed

Subject: Complete with DocuSign: Garden Grove Floor Abatement - CSC R24-04405 - AMENDMENT #1.pdf

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Envelope Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

5/15/2024 2:43:21 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Franco Seif

fseif@csceng.com

President/CEO

Clark Seif Clark, Inc.

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


8CE12A370BC24B2...**Timestamp**

Sent: 5/15/2024 2:48:47 PM

Viewed: 5/15/2024 3:03:35 PM

Signed: 5/15/2024 3:04:04 PM

Signature Adoption: Pre-selected Style
Using IP Address: 24.199.0.82**Electronic Record and Signature Disclosure:**

Accepted: 5/15/2024 3:03:35 PM

ID: b1a86192-3f52-4208-8540-9995a5f74b2a

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)
DS
MN

Sent: 5/15/2024 3:04:05 PM

Resent: 5/22/2024 3:35:09 PM

Viewed: 5/22/2024 3:37:45 PM

Signed: 5/22/2024 3:37:55 PM

Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2**Electronic Record and Signature Disclosure:**

Accepted: 5/22/2024 3:37:45 PM

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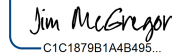
Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Viewed: 5/23/2024 11:53:29 AM

Signed: 5/23/2024 11:53:38 AM

Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2**Electronic Record and Signature Disclosure:**

Accepted: 5/23/2024 11:53:29 AM

ID: 1c823208-efdf-48a3-987a-d4dbf31a2378

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:

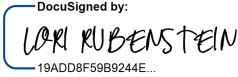

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Viewed: 5/23/2024 12:11:08 PM

Signed: 5/23/2024 12:11:16 PM

Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2

| Signer Events | Signature | Timestamp |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
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| LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None) |  <p>DocuSigned by: LORI RUBENSTEIN 19ADD8F59B9244E...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.2</p> | Sent: 5/23/2024 12:11:18 PM Viewed: 5/23/2024 12:58:00 PM Signed: 5/23/2024 12:58:16 PM |

| | | |
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| Electronic Record and Signature Disclosure: Accepted: 5/23/2024 12:58:00 PM ID: c078d0df-8a27-4d50-98c0-84bc9613901d | | |
| Ron Todo ron.todo@simivalleyusd.org Ron Todo Simi Valley Unified Security Level: Email, Account Authentication (None) |  <p>DocuSigned by: R. J. 09CA0EB1F690455...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41</p> | Sent: 5/23/2024 12:58:18 PM Viewed: 5/24/2024 2:43:48 PM Signed: 5/24/2024 2:43:54 PM |
| Electronic Record and Signature Disclosure: Accepted: 5/24/2024 2:43:48 PM ID: 1df66bff-6c58-4812-89b5-8d6aa237ebc0 | | |

| In Person Signer Events | Signature | Timestamp |
|--------------------------------------------|------------------|----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/15/2024 2:48:47 PM |
| Certified Delivered | Security Checked | 5/24/2024 2:43:48 PM |
| Signing Complete | Security Checked | 5/24/2024 2:43:54 PM |
| Completed | Security Checked | 5/24/2024 2:43:54 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sean.goldman@simivalleyusd.org

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sean.goldman@simivalleyusd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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