Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FROM THE 10.15.24 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
10/15/24
Date
Signature

TITLE: **APPROVAL OF AGREEMENT NO. R25-01735 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TALLER DOS FLORES FOR ARCHITECTURAL DRAFTING SERVICES AND DSA SERVICES FOR THE CLASSROOM MODERNIZATION PROJECT AT TOWNSHIP ELEMENTARY SCHOOL**

Business & Facilities
Consent #6

October 15, 2024

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 Township ES.

This is under the Ongoing Architectural Services Agreement 029997-429-F.

Fiscal Analysis

$25,000.00	Contract Price
$ 500.00	Reimbursement
$25,500.00	**Total Contract Price,** Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approves the Taller Dos Flores agreement R25-01735.

On motion # 33 by Trustee Pine, seconded by Trustee Smollen and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Agreement No. R25-01735 with Taller Dos Flores.

Ayes: Bogdasarian Smollen Dobrow Pine LaBelle Noes: 0 Absent: 0 Abstained: 0

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PROJECT ASSIGNMENT AMENDMENT (PAA) #R25-01735
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 October 15, 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 too: Renovate existing classrooms of Building 2, 3, 4, 5, and 6 on the Township Elementary School campus, per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated September 23, 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	March 2025
DSA Approval - Waiver	February 2025
Bidding - Assist	February 2026
Construction Administration	September 2026
DSA Close Out	October 2026

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5. **Assigned Project Contract Price**. The Contract Price for the Assigned Project shall not exceed **Twenty-Five Thousand Dollars ($25,000.00).** 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	**Architect**
Simi Valley Unified School District	Taller Dos Flores
By: DocuSigned by: 09CA0EB1F690455...	By: Signed by: 340A892DA0DC4B0...
Name: Ron Todo	Name: J. Guadalupe Flores
Title: Associate Superintendent, Business & Facilities	Title: Owner

DS

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Township Elementary School Classrooms Renovation

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.

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8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.

    b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.

    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

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

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

Signed by:
34A892DA0DC4B0...

Authorized Signature [SimiROC]

Owner
Title

J. Guadalupe Flores
Print Name

10/8/2024
Date

Taller Dos Flores
Company

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FINGERPRINT CERTIFICATE

I, J. Guadalupe Flores (Print Name) [SimiEDU45125-1], am the Owner (Title) of Taller Dos Flores (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 → 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, CA (City and State) [SimiEDU45125-1b] this 8 day of October, 20 24.

Signed by: [signature] (Signature)

J. Guadalupe Flores (Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below 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

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NON-COLLUSION DECLARATION

PROJECT: Township Elementary School Classrooms Renovation

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]

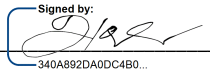
the Owner of Taller Dos Flores, the party submitting
(Title) (Bidder Name)

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 8 day of October, 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.

Signed by:

340A892DA0DC4B0...
(Signature)

J. Guadalupe Flores
(Name Printed or Typed)

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DRUG-FREE WORKPLACE CERTIFICATION

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

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 (City and State) this 8 day of October, 2024.

Signed by:
(Signature) 340A892DA0DC4B0...

J. Guadalupe Flores
(Printed or Typed Name)

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TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Township Elementary School Classrooms Renovation

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: 10/8/2024

Contractor: Taller Dos Flores

Signature: Signed by: 340A892DA0DC4B0...

Print Name: J. Guadalupe Flores

Title: Owner

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (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

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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	ECP 1004 0410	None
AB 91 89 (08/07)	EN 0137-0211	
AP2009US 04-10	G-123127-B	
CG 20 10 11 85	G-17957-G (01/01)	
CG 20 10M 11 85	GA 4523IL 05 20	
CG 20 10R 12/11	HG 00 01 09 16	
CG 20 26 11 85	J6858 102/93-6858 (10/12)	
CG 72 77 10 15	PPB 304 02 12	
CG 81 86	SB-146968-A (01/06)	
CMP-4786.1	SPE 0001-0115	
CNA 74705XX (01/15)	SS 00 08 04 05	
CNA 74872 (01/15)	U-GL-2162A CW (02/19)	
CNA 75079XX (01/15)	W433 (09/12)	

TWO endorsements are required:

Endorsement (Ongoing operations)		**AND** Endorsement (Operations completed)
49-0108 (07/11)	EN0321-0211	80-02-8446 (1/15)
80-02-2305 (03-17)	EPACE101-0814	AB 9067 12-93
80-02-2367 (05/07)	G-140331-D (01/13)	BP 04 48 07 13 or 01 97
81995 (02/09)	GBA 105014 1215	CA 04 44 10 13
AB 918908 07	GLS-448s (02/15)	CG 20 10M 11 85
ALZ AIE OPWS 00 01 03 18	HG 00 01 09 16	CG 20 37 07 04
BP 04 50 07 13	ISO 49-0108 07 11	CG 20 37 10 01
BP 79 96 07 13	ISO u156-0310	CG 21 54 01 96
BP 80 21 10 15	L 815 (02/15)	CG 85 83 04 13
BP 89 05 01 87	ML 10 81 04 13	CG T8 04 08 18
CA 990312 05 14	SB146932F (6-16)	ECG 20 598 05 09
CG 20 07 04 13	SCG 20 30 09 07	EN0320-0211
CG 20 10	SS 41 70 06 11	EN0111-0211
CG 20 26	TM 172 10 11	EPACE100-0814
CG 20 33	TMGL 172 10/11	G-19160-B (11/97)
CG 20 38 04 13	U156-0310	GLS-150s (07/06)
CG 73 23 11 11	U-GL-1175-F-CW (04/13)	ML 13 57 04 13
CG 7578 (05/15)	U-GL-1177-F-CW (04/13)	SB 146968B (6-16)
CG 88 10 04 13	VCG 207 (07/09)	SS 41 71 12 19
CGL 20 33 08 15	VLCG 2026 07 04	SCIS-BAICOM-1 (10/15)
CNA 71527xx (10/12)	WW433A (02/19)	TM 176 1011
CNA 97587xx (4-2020)		TMGL 175 01 20
ECG 20 596 (04/12)		
ECG 20 583 07 04		

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 D2 46 04 19
CG D4 17 01 12		CG T8 01 12 21

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Attachment 1 - Fee Only

Taller Dos Flores

1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com

September 23, 2024

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

Re: Township 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 information provided by email on September 20, 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, 3, 4, 5, and 6 on the Township 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;

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b. Tack boards;

c. Flooring;

d. Paint (walls and ceiling);

e. Counter top.

D. Respond to DSA plan check comments;

E. Coordinate with Client's project manager;

F. Coordinate with DSA to provide the district with DSA exemption.

III FEE, EXPENSE, AND TERMS

The fee for the above listed design services shall be:

A. A not to exceed fee of **Twenty-five Thousand Dollars ($25,000)**;

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. 100% after submission of 100% construction documents;

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. 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. Construction administration;

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C. Cost estimating;

D. Project management;

E. Prepare bid solicitation for contracting;

F. Electrical distribution and emergency power systems upgrades;

G. Low voltage (security, voice/data, audio/visual, fire alarm);

H. Fire protection design, including but not limited to, fire alarm, fire sprinkler systems, etc.;

I. Specialty signaling system, security system, telephone wiring system plus related equipment;

J. Data Networking & wiring system;

K. Prepare computer aided drawings (CAD) backgrounds;

L. 3D modeling, including Building Information Modeling;

M. Power recording and existing circuit tracking;

N. Infrastructure upgrades to existing structural system, electrical, mechanical and plumbing systems;

O. Design, engineering, and ADA upgrades;

P. Plan check fees;

Q. Permit and inspection fees;

R. Testing and inspection cost;

S. 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

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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 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

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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.

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-Township ES-Classrooms Renovation.Docx

Docusign Envelope ID: 498D00AE-883E-4340-A2B6-0947CF3FE28E

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.

Classification	Hourly Rate
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 ½”x11”)	$0.10 each

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EXHIBIT B



BUILDING ANALYSIS	
1	-ADMINISTRATION
2	-KINDERGARTEN
3,4,5,6	-CLASSROOMS
7	-MULTI-USE
8,9	-TOILETS
10	-METAL CONTAINER.
11	-STORAGE
12,13,14	-CLASSROOMS/PORT.

LEGEND	
~	ELECTRICAL MAIN
*	FIRE EXTINGUISHER
!	FIRE ALARM PULL STATION
+	EMERGENCY MEDICAL SUPPLIES
GM	GAS MAIN
WM	WATER MAIN
^	SEA-TRAIN (EMERGENCY SUPPLIES)

18

N

TOWNSHIP ELEMENTARY

4101 TOWNSHIP AVENUE
SIMI VALLEY, CA. 93063
(805) 520-6770

5-21-10

DocuSign

Certificate Of Completion

Envelope Id: 498D00AE883E4340A2B60947CF3FE28E
Status: Completed
Subject: Complete with Docusign: Township CR Reno - Taller Dos Flores R25-01735.pdf
Source Envelope:
Document Pages: 18
Signatures: 7
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

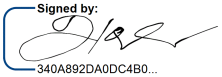
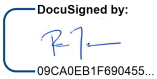
Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.39

Record Tracking

Status: Original
9/25/2024 11:18:14 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	Signature	Timestamp
J. Guadalupe Flores gflores@tallerdosflores.com Owner Taller Dos Flores Security Level: Email, Account Authentication (None)	Signed by:  340A892DA0DC4B0... Signature Adoption: Drawn on Device Using IP Address: 102.129.232.34	Sent: 9/25/2024 11:27:07 AM Resent: 10/7/2024 9:00:54 AM Viewed: 10/8/2024 3:51:00 PM Signed: 10/8/2024 3:54:33 PM
Electronic Record and Signature Disclosure: Accepted: 10/8/2024 3:51:00 PM ID: a20b8dff-3f99-4d4c-a8d6-cb576dc92b0e		
Maria Nieto maria.nieto@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 10/8/2024 3:54:35 PM Resent: 10/16/2024 8:48:15 AM Viewed: 10/16/2024 8:50:45 AM Signed: 10/16/2024 8:50:50 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:50:45 AM ID: 949f0138-4cc9-43c6-98ba-094149dafe47		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by:  09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 10/16/2024 8:50:52 AM Viewed: 10/16/2024 8:57:14 AM Signed: 10/16/2024 8:57:20 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:57:14 AM ID: c946ec10-ad48-48d3-8364-8416f79ab0ed		

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	9/25/2024 11:27:07 AM
Certified Delivered	Security Checked	10/16/2024 8:57:14 AM
Signing Complete	Security Checked	10/16/2024 8:57:20 AM
Completed	Security Checked	10/16/2024 8:57:20 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.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
10/15/24 (Date) ---- (Signature)

TITLE: APPROVAL OF AGREEMENT NO. R25-01737 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TALLER DOS FLORES FOR ARCHITECTURAL DRAFTING SERVICES AND DSA SERVICES FOR THE CLASSROOM MODERNIZATION PROJECT AT BIG SPRINGS ELEMENTARY SCHOOL

Business & Facilities
Consent #7

October 15, 2024

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 Big Springs ES.

This is under the Ongoing Architectural Services Agreement 029997-429-F.

Fiscal Analysis

$25,000.00	Contract Price
$ 500.00	Reimbursement
$25,500.00	**Total Contract Price,** Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approves the Taller Dos Flores agreement R25-01737.

On motion # 33 by Trustee Pine, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R25-01737with Taller Dos Flores.

Ayes: Bagdasarian Smollen Sobrato Pine LaBelle Noes: 0 Absent: 0 Abstained: 0

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

PROJECT ASSIGNMENT AMENDMENT (PAA) #R25-01737
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 October 15, 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 too: Renovate existing classrooms of Building 3, 4, 5, 6, 7 and 8 on the Big Springs Elementary School campus, per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated September 23, 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	March 2025
DSA Approval - Waiver	February 2025
Bidding - Assist	February 2026
Construction Administration	September 2026
DSA Close Out	October 2026

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5. **Assigned Project Contract Price**. The Contract Price for the Assigned Project shall not exceed **Twenty-Five Thousand Dollars ($25,000.00).** 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	**Architect**
Simi Valley Unified School District	Taller Dos Flores
By: DocuSigned by: 09CA0EB1F690455...	By: Signed by: 340A892DA0DC4B0...
Name: Ron Todo	Name: J. Guadalupe Flores
Title: Associate Superintendent, Business & Facilities	Title: Owner

DocuSigned by: Maria Meto 224A2A732FC54F2...

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Big Springs Elementary School Classrooms Renovation

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.

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8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.

    b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.

    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

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

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

Signed by:

Authorized Signature [SimiROC]

Owner
Title

J. Guadalupe Flores
Print Name

10/8/2024
Date

Taller Dos Flores
Company

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

FINGERPRINT CERTIFICATE

I, J. Guadalupe Flores (Print Name) [SimiEDU45125-1], am the Owner (Title) of Taller Dos Flores (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 → 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 (City and State) [SimiEDU45125-1b] this 8 day of October, 20 24.

Signed by: [signature] (Signature)

J. Guadalupe Flores (Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below 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

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

NON-COLLUSION DECLARATION

PROJECT: Big Springs Elementary School Classrooms Renovation

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 8 day of October, 2024 at Pasadena,Los Angeles, California.
(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.

Signed by:

340A892DA0DC4B0...
(Signature)

J. Guadalupe Flores
(Name Printed or Typed)

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

DRUG-FREE WORKPLACE CERTIFICATION

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

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 (City and State) this 8 day of October, 2024.

Signed by:
(Signature) 2DA0DC4B0...

J. Guadalupe Flores
(Printed or Typed Name)

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Big Springs Elementary School Classrooms Renovation

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: 10/8/2024

Contractor: Taller Dos Flores

Signature: Signed by: 340A892DA0DC4B0...

Print Name: J. Guadalupe Flores

Title: Owner

Docusign Envelope ID: 3E8B1A1C-97E4-4561-B98B-79F190C458D7

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (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

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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	ECP 1004 0410	None
AB 91 89 (08/07)	EN 0137-0211	
AP2009US 04-10	G-123127-B	
CG 20 10 11 85	G-17957-G (01/01)	
CG 20 10M 11 85	GA 4523IL 05 20	
CG 20 10R 12/11	HG 00 01 09 16	
CG 20 26 11 85	J6858 102/93-6858 (10/12)	
CG 72 77 10 15	PPB 304 02 12	
CG 81 86	SB-146968-A (01/06)	
CMP-4786.1	SPE 0001-0115	
CNA 74705XX (01/15)	SS 00 08 04 05	
CNA 74872 (01/15)	U-GL-2162A CW (02/19)	
CNA 75079XX (01/15)	W433 (09/12)	

TWO endorsements are required:

Endorsement (Ongoing operations)		**AND** Endorsement (Operations completed)
49-0108 (07/11)	EN0321-0211	80-02-8446 (1/15)
80-02-2305 (03-17)	EPACE101-0814	AB 9067 12-93
80-02-2367 (05/07)	G-140331-D (01/13)	BP 04 48 07 13 or 01 97
81995 (02/09)	GBA 105014 1215	CA 04 44 10 13
AB 918908 07	GLS-448s (02/15)	CG 20 10M 11 85
ALZ AIE OPWS 00 01 03 18	HG 00 01 09 16	CG 20 37 07 04
BP 04 50 07 13	ISO 49-0108 07 11	CG 20 37 10 01
BP 79 96 07 13	ISO u156-0310	CG 21 54 01 96
BP 80 21 10 15	L 815 (02/15)	CG 85 83 04 13
BP 89 05 01 87	ML 10 81 04 13	CG T8 04 08 18
CA 990312 05 14	SB146932F (6-16)	ECG 20 598 05 09
CG 20 07 04 13	SCG 20 30 09 07	EN0320-0211
CG 20 10	SS 41 70 06 11	EN0111-0211
CG 20 26	TM 172 10 11	EPACE100-0814
CG 20 33	TMGL 172 10/11	G-19160-B (11/97)
CG 20 38 04 13	U156-0310	GLS-150s (07/06)
CG 73 23 11 11	U-GL-1175-F-CW (04/13)	ML 13 57 04 13
CG 7578 (05/15)	U-GL-1177-F-CW (04/13)	SB 146968B (6-16)
CG 88 10 04 13	VCG 207 (07/09)	SS 41 71 12 19
CGL 20 33 08 15	VLCG 2026 07 04	SCIS-BAICOM-1 (10/15)
CNA 71527xx (10/12)	WW433A (02/19)	TM 176 1011
CNA 97587xx (4-2020)		TMGL 175 01 20
ECG 20 596 (04/12)		
ECG 20 583 07 04		

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 D2 46 04 19
CG D4 17 01 12		CG T8 01 12 21

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Attachment 1 - For Fee Only

Taller Dos Flores

1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com

September 23, 2024

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

Re: Big Springs 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 information provided by email on September 20, 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 3, 4, 5, 6, 7, and 8 on the Big Springs 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;

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b. Tack boards;

c. Flooring;

d. Paint (walls and ceiling);

e. Counter top.

D. Respond to DSA plan check comments;

E. Coordinate with Client's project manager;

F. Coordinate with DSA to provide the district with DSA exemption.

III FEE, EXPENSE, AND TERMS

The fee for the above listed design services shall be:

A. A not to exceed fee of **Twenty-five Thousand Dollars ($25,000)**;

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. 100% after submission of 100% construction documents;

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. 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. Construction administration;

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C. Cost estimating;

D. Project management;

E. Prepare bid solicitation for contracting;

F. Electrical distribution and emergency power systems upgrades;

G. Low voltage (security, voice/data, audio/visual, fire alarm);

H. Fire protection design, including but not limited to, fire alarm, fire sprinkler systems, etc.;

I. Specialty signaling system, security system, telephone wiring system plus related equipment;

J. Data Networking & wiring system;

K. Prepare computer aided drawings (CAD) backgrounds;

L. 3D modeling, including Building Information Modeling;

M. Power recording and existing circuit tracking;

N. Infrastructure upgrades to existing structural system, electrical, mechanical and plumbing systems;

O. Design, engineering, and ADA upgrades;

P. Plan check fees;

Q. Permit and inspection fees;

R. Testing and inspection cost;

S. 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

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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 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

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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.

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-Big Springs ES-Classrooms Renovation.Docx

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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.

Classification	Hourly Rate
a. Principal	$300.00
b. Project Architect	$159.00
c. Construction Administrator	$138.00
d. Drafting	$120.00
e. Administrator	$96.00

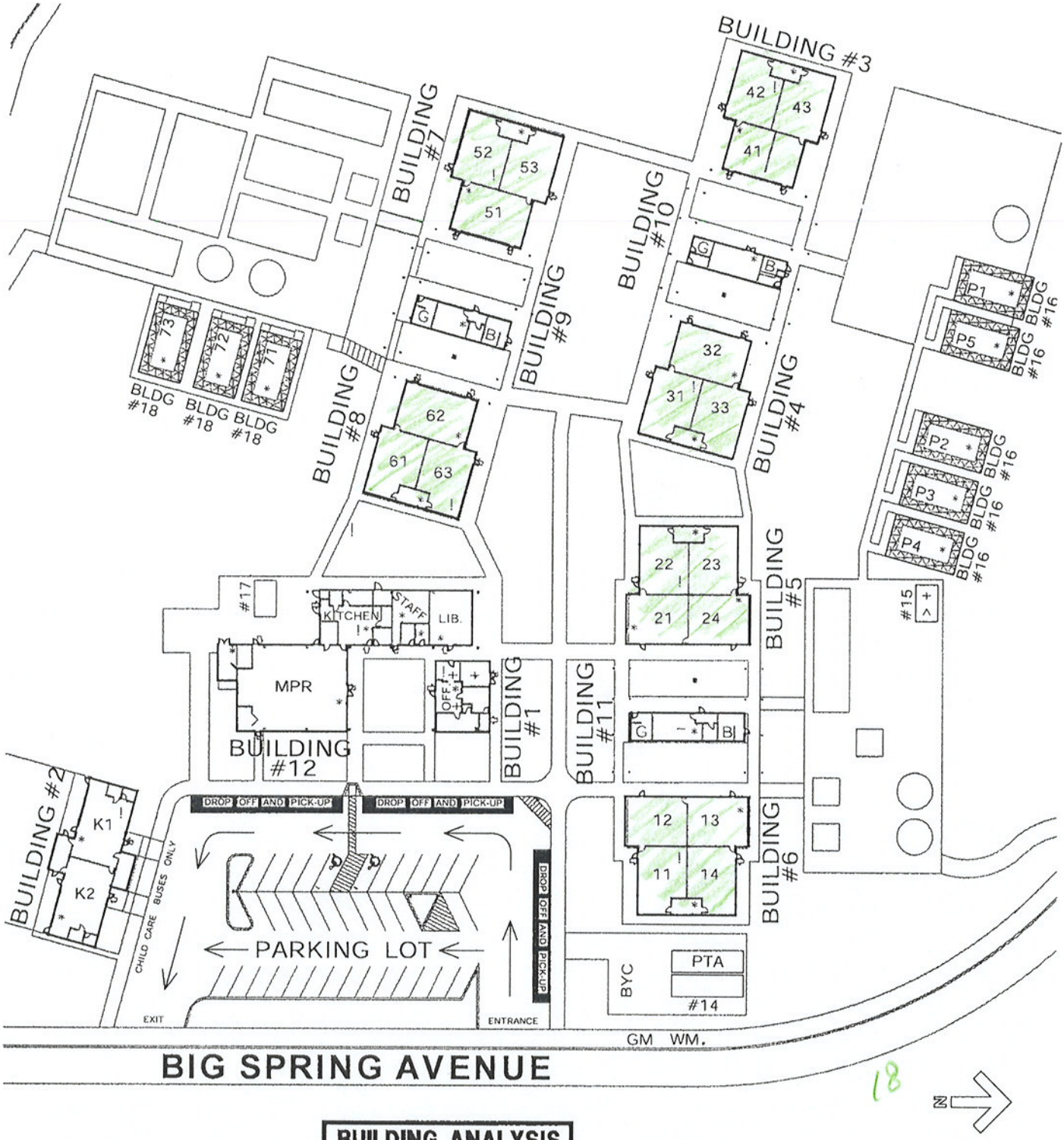
B. Reimbursable:

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 ½”x11”)	$0.10 each

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EXHIBIT B



18

BUILDING ANALYSIS

1	-ADMINISTRATION
2	-KINDERGARTEN
3-8	-CLASSROOMS
9-11	-RESTROOMS
12	-MPR-LIBRARY
14,15	-METAL CONTAINER.
16	-CLASSROOMS/PORT.
17	-METAL CONTAINER.
18	-CLASSROOMS/PORT.

LEGEND

⌇	ELECTRICAL MAIN
*	FIRE EXTINGUISHER
!	FIRE ALARM STATION
+	EMERGENCY MEDICAL SUPPLIES
GM	GAS MAIN
WM	WATER MAIN
>	SEA-TRAIN (EMERGENCY SUPPLIES)

BIG SPRINGS ELEMENTARY

3401 BIG SPRINGS AVENUE
SIMI VALLEY, CA. 93063
(805) 520-6710

4-25-15

DocuSign

Certificate Of Completion

Envelope Id: 3E8B1A1C97E44561B98B79F190C458D7
Status: Completed
Subject: Complete with Docusign: Taller Dos Flores R25-01737 Big Springs CR Renovations - Architectura.pdf
Source Envelope:
Document Pages: 18
Signatures: 8
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

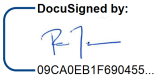
Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.39

Record Tracking

Status: Original
9/25/2024 10:30:03 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	Signature	Timestamp
J. Guadalupe Flores gflores@tallerdosflores.com Owner Taller Dos Flores Security Level: Email, Account Authentication (None)	Signed by:  340A892DA0DC4B0... Signature Adoption: Drawn on Device Using IP Address: 102.129.232.34	Sent: 9/25/2024 10:48:24 AM Resent: 10/7/2024 9:01:02 AM Viewed: 10/7/2024 11:24:05 AM Signed: 10/8/2024 3:45:52 PM
Electronic Record and Signature Disclosure: Accepted: 10/6/2024 10:47:26 PM ID: b3b7b65e-c57d-4483-a5cb-9edcd9b91607		
Maria Nieto maria.nieto@simivalleyusd.org Security Level: Email, Account Authentication (None)	DocuSigned by:  224A2A732FC54F2... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 10/8/2024 3:45:54 PM Resent: 10/16/2024 8:48:20 AM Viewed: 10/16/2024 8:49:38 AM Signed: 10/16/2024 8:49:45 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:49:38 AM ID: 2feccc68-9676-4d97-b84d-61fdc7dc3bb0		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by:  09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 10/16/2024 8:49:47 AM Viewed: 10/16/2024 8:58:33 AM Signed: 10/16/2024 8:58:41 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:58:33 AM ID: 77e6e01f-115a-4555-8da7-6aace3c0a3f5		

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	9/25/2024 10:48:24 AM
Certified Delivered	Security Checked	10/16/2024 8:58:33 AM
Signing Complete	Security Checked	10/16/2024 8:58:41 AM
Completed	Security Checked	10/16/2024 8:58:41 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.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
10/15/24 — Date
HY — Signature

TITLE: APPROVAL OF AGREEMENT NO. R25-01736 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TALLER DOS FLORES FOR ARCHITECTURAL DRAFTING SERVICES AND DSA SERVICES FOR THE CLASSROOM MODERNIZATION PROJECT AT HOLLOW HILLS ELEMENTARY SCHOOL

Business & Facilities
Consent #8

October 15, 2024

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 Hollow Hills ES.

This is under the Ongoing Architectural Services Agreement 029997-429-F.

Fiscal Analysis

$25,000.00	Contract Price
$ 500.00	Reimbursement
$25,500.00	**Total Contract Price,** Funded with Measure X funds

Recommendation

It is recommended that the Board of Education approves the Taller Dos Flores agreement R25-01736.

On motion # 33 by Trustee Pine, seconded by Trustee Smollen and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Agreement No. R25-01736 with Taller Dos Flores.

Ayes: Bagdasaryan, Smollen, Dubian, Pine, LaBelle Noes: 0 Absent: 0 Abstained: 0

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PROJECT ASSIGNMENT AMENDMENT (PAA) #R25-01736
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 October 15, 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 too: Renovate existing classrooms of Building 1, 2 and 3 on the Hollow Hills Elementary School campus, per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated September 23, 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	March 2025
DSA Approval - Waiver	February 2025
Bidding - Assist	February 2026
Construction Administration	September 2026
DSA Close Out	October 2026

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5. **Assigned Project Contract Price**. The Contract Price for the Assigned Project shall not exceed **Twenty-Five Thousand Dollars ($25,000.00).** 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	**Architect**
Simi Valley Unified School District	Taller Dos Flores
By: DocuSigned by: 09CA0EB1F690455...	By: Signed by: 340A892DA0DC4B0...
Name: Ron Todo	Name: J. Guadalupe Flores
Title: Associate Superintendent, Business & Facilities	Title: Owner

DS
MN

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Hollow Hills Elementary School Classrooms Renovation

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.

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8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.

    b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.

    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

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

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

Signed by:
340A892DA0DC4B0...

Authorized Signature [SimiROC]

Owner
Title

J. Guadalupe Flores
Print Name

10/8/2024
Date

Taller Dos Flores
Company

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

FINGERPRINT CERTIFICATE

I, J. Guadalupe Flores (Print Name) [SimiEDU45125-1], am the Owner (Title) of Taller Dos Flores (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 → 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, CA (City and State) [SimiEDU45125-1b] this 8 day of October, 20 24.

Signed by: [signature] (Signature) — J. Guadalupe Flores (Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below 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

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NON-COLLUSION DECLARATION

PROJECT: Hollow Hills Elementary School Classrooms Renovation

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 8 day of October, 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.

Signed by:
340A892DA0DC4B0...
(Signature)

J. Guadalupe Flores
(Name Printed or Typed)

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

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 8 day of October, 2024.
(City and State)

Signed by:
340A892DA0DC4B0...
(Signature)

J. Guadalupe Flores
(Printed or Typed Name)

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Hollow Hills Elementary School Classrooms Renovation

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: 10/8/2024

Contractor: Taller Dos Flores

Signature: Signed by: 340A892DA0DC4B0...

Print Name: J. Guadalupe Flores

Title: Owner

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (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

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

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Attachment 1 - For Fee Only

Taller Dos Flores

1166 Mar Vista Ave.
Pasadena, CA 91104
(626) 379-6952
tallerdosflores.com

September 23, 2024

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

Re: Hollow Hills 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 information provided by email on September 20, 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, and 3 on the Hollow Hills 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;

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b. Tack boards;

c. Flooring;

d. Paint (walls and ceiling);

e. Counter top.

D. Respond to DSA plan check comments;

E. Coordinate with Client's project manager;

F. Coordinate with DSA to provide the district with DSA exemption.

III FEE, EXPENSE, AND TERMS

The fee for the above listed design services shall be:

A. A not to exceed fee of **Twenty-five Thousand Dollars ($25,000)**;

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. 100% after submission of 100% construction documents;

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. 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. Construction administration;

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C. Cost estimating;

D. Project management;

E. Prepare bid solicitation for contracting;

F. Electrical distribution and emergency power systems upgrades;

G. Low voltage (security, voice/data, audio/visual, fire alarm);

H. Fire protection design, including but not limited to, fire alarm, fire sprinkler systems, etc.;

I. Specialty signaling system, security system, telephone wiring system plus related equipment;

J. Data Networking & wiring system;

K. Prepare computer aided drawings (CAD) backgrounds;

L. 3D modeling, including Building Information Modeling;

M. Power recording and existing circuit tracking;

N. Infrastructure upgrades to existing structural system, electrical, mechanical and plumbing systems;

O. Design, engineering, and ADA upgrades;

P. Plan check fees;

Q. Permit and inspection fees;

R. Testing and inspection cost;

S. 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

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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 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

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

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.

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.

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

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.

Classification	Hourly Rate
a. Principal	$300.00
b. Project Architect	$159.00
c. Construction Administrator	$138.00
d. Drafting	$120.00
e. Administrator	$96.00

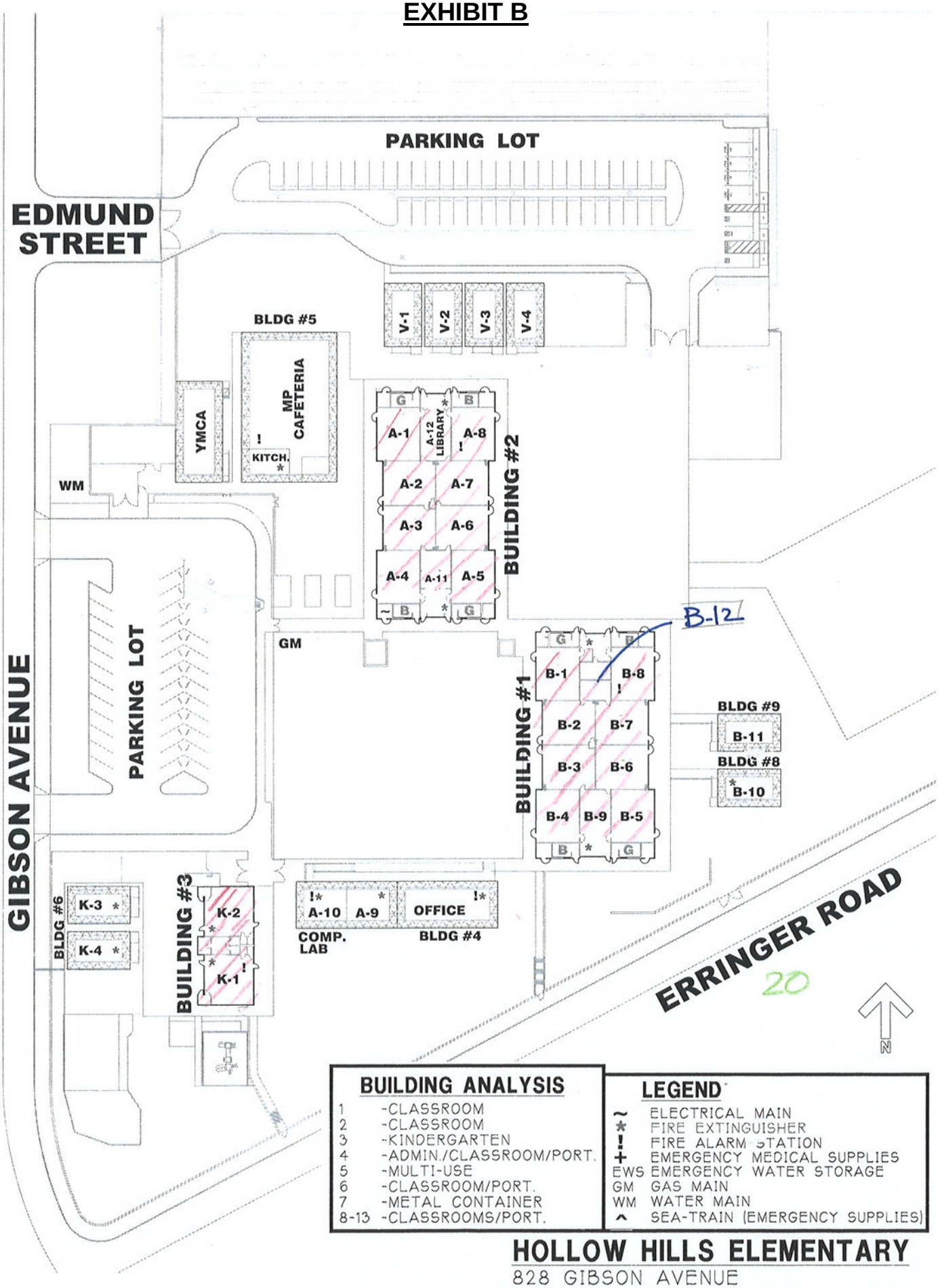
B. Reimbursable:

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 ½”x11”)	$0.10 each

Docusign Envelope ID: B0A3B0E7-B39C-4494-AD44-476724C03A62

EXHIBIT B



BUILDING ANALYSIS

1	-CLASSROOM
2	-CLASSROOM
3	-KINDERGARTEN
4	-ADMIN./CLASSROOM/PORT.
5	-MULTI-USE
6	-CLASSROOM/PORT.
7	-METAL CONTAINER
8-13	-CLASSROOMS/PORT.

LEGEND

~	ELECTRICAL MAIN
*	FIRE EXTINGUISHER
!	FIRE ALARM STATION
+	EMERGENCY MEDICAL SUPPLIES
EWS	EMERGENCY WATER STORAGE
GM	GAS MAIN
WM	WATER MAIN
^	SEA-TRAIN (EMERGENCY SUPPLIES)

HOLLOW HILLS ELEMENTARY

828 GIBSON AVENUE
SIMI VALLEY, CA. 93065
(805) 520-6720

8-22-22

DocuSign

Certificate Of Completion

Envelope Id: B0A3B0E7B39C4494AD44476724C03A62
Status: Completed
Subject: Complete with Docusign: Hollow Hills CR Renovation - Taller Dos Flores R25-01736.pdf
Source Envelope:
Document Pages: 18
Signatures: 7
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId 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: 207.157.143.39

Record Tracking

Status: Original
9/25/2024 10:57:55 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	Signature	Timestamp
J. Guadalupe Flores gflores@tallerdosflores.com Owner Taller Dos Flores Security Level: Email, Account Authentication (None)	Signed by: 340A892DA0DC4B0... Signature Adoption: Drawn on Device Using IP Address: 102.129.232.34	Sent: 9/25/2024 11:05:14 AM Resent: 10/7/2024 9:00:56 AM Viewed: 10/8/2024 3:46:35 PM Signed: 10/8/2024 3:50:24 PM
Electronic Record and Signature Disclosure: Accepted: 10/8/2024 3:46:35 PM ID: 29f2d3cc-577b-4b96-9122-73a4fbdfabe2		
Maria Nieto maria.nieto@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 10/8/2024 3:50:26 PM Resent: 10/16/2024 8:48:17 AM Viewed: 10/16/2024 8:50:07 AM Signed: 10/16/2024 8:50:10 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:50:07 AM ID: 88587320-9602-4168-9ca7-c5d89b14c558		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 10/16/2024 8:50:14 AM Viewed: 10/16/2024 8:57:57 AM Signed: 10/16/2024 8:58:15 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:57:57 AM ID: bdff3c7d-55fc-42d1-ac14-57f246019a4d		

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	9/25/2024 11:05:14 AM
Certified Delivered	Security Checked	10/16/2024 8:57:57 AM
Signing Complete	Security Checked	10/16/2024 8:58:15 AM
Completed	Security Checked	10/16/2024 8:58:15 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.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
10/15/24 HY
Date Signature

TITLE: APPROVAL OF CHANGE ORDER NO. 1R TO LEASE LEASEBACK B24LS424, SIMI VALLEY HIGH SCHOOL MPR DEMOLITION PROJECT, INCREMENT 1

Business & Facilities
Consent #18

October 15, 2024

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 18, 2022, the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School and amended on March 14, 2023, to incorporate the Simi Valley High School MPR / Kitchen / Classroom Bldg.

Balfour Beatty Construction was awarded the MPR Demolition Project, Increment 1 on April 16, 2024. During the course of construction, various changes became necessary to complete the project. The unused portions of the contract contingencies are being credited. Attached is Exhibit "A" for Change Order No. 1R.

Change Order 1R supersedes Change Order #1, Board approved September 10, 2024.

Fiscal Analysis:

$ 496,032.00 Original Contract
$(105,559.86) Change Order #1R
$ 390,472.14 Revised Contract Amount, paid by Measure X

Recommendation:

It is recommended that the Board of Education approve Change Order No. 1R to B24LS424 as presented.

On motion # 33 by Trustee Pine, seconded by Trustee Smollen and carried by a vote of 5 0, the Board of Education, by a roll-call vote, approved Change Order No.1R to Lease Leaseback B24LS424, Simi Valley High School MPR Demolition Project, Increment 1.

Ayes: Baytasayan Smollen Jybran Pine LaBelle Noes: 0 Absent: 0 Abstained: 0

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

CHANGE ORDER

Project Name:	MPR Demolition Project, Increment 1	**Date:**	9/25/2024
Site:	Simi Valley High School	**Change Order #:**	1rev.
Contract Date:	4/16/2024	**Bid #:**	B24LS424
Contractor:	Balfour Beatty Construction, LLC	**PO #:**	P24-04920 x
Address:	13520 Evening Creek Drive North Suite 270 San Diego, CA. 92128	**DSA Application #:**	03-123828
		Board Date:	9/6/2024

THE CONTRACT IS CHANGED AS FOLLOWS:

Return of Allowances and Contigencies			
Original District Uforseen Allowance	$	50,000.00	x
COP #4	$	(50,000.00)	x
Contigency balance to District	$	(50,000.00)	x
Original District Allowance	$	50,000.00	x
Allowance #1	$	(9,458.41)	x
COP #3	$	(40,541.59)	x
Contigency balance to District	$	(40,541.59)	x
Original Contractor Contigency	$	18,882.00	x
COP #02R1	$	(20,024.36)	x
COP#2 Did not include the Bonds, Insurance or LLB Fee of $1,142.36. COP 02R1 Corrects this.			
Contractor Contigency Balance to be returned	$	(20,024.36)	x
Contractor Contigency 25% per contract	$	5,006.09	x
Contractor Contigency Balance to be returned	$	(15,018.27)	x
ADJUSTMENT TO CONTRACT, TOTAL	**$**	**(105,559.86)**	x

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

CHANGE ORDER

Project Name:	MPR Demolition Project, Increment 1	**Date:**	9/25/2024
Site:	Simi Valley High School	**Change Order #:**	1R

ADJUSTMENTS TO CONTRACT			
Original Contract Amount: x	$ 496,032.00	Original Contract Completion Date:	09/30/24
Total Prior Change Orders:	$ -	New Completion Date:	09/30/24
Contract Sum Prior to this CO: x	$ 496,032.00	% for this Change Order	-21%
Amount of this Change Order: x	$ (105,559.86)	% Total Cumulative Change Orders	-21%
Revised Contract Amount: x	$ 390,472.14		

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.

Dennis Kuykendall Balfour Beatty	DocuSigned by: Dennis Kuykendall Signature B60D172FDF6D443...	10/7/2024 Date
Jon Leung HMC	DocuSigned by: Jon Leung Signature 4424496F0B8424...	10/16/2024 Date
Robin Rickman Project Manager	DocuSigned by: Robin Rickman Signature DCBFA815BBB4EB...	10/16/2024 Date
David Pegg Construction Project Manager	Signed by: David Pegg Signature 6C2A2E15A66494...	10/16/2024 Date
Lori Rubenstein Bond Program Manager	DocuSigned by: LORI RUBENSTEIN Signature F9AADBF59B9244E...	10/16/2024 Date
Ron Todo Associate Superintendent, Business & Facilities	DocuSigned by: Signature 69C40EB1F690455...	10/16/2024 Date

DS MN

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DISTRICT ALLOWANCE AUTHORIZATION

School Name:	Simi Valley High School
Project Name:	Demolition of MPR - Increment 1
To: *Program Mgr*	Lori Rubenstein
From: *Contractor*	Balfour Beatty Construction LLC

P.O. Number:	P24-04920 x
Initiation Date:	8/28/2024
Allowance Authorization No.:	1
Project Number:	
Bid Number:	B24LS424

Description of Item(s) to be charged to Contract Allowance is as follows:

COP#01 - Extend temporary Fencing and SWPP for two months ending on 5.31.25	$ 9,458.41 x
Total	$ 9,458.41 x

A. Original Contract Allowance - District Contigency	$ 50,000.00	x
B. Net Allowance Disbursements previously authorized	$ -	
C. Charges to Contract Allowance as a result of this authorization	$ 9,458.41	x
D. Current Contract Allowance Balance including this authorization	$ 40,541.59	x

Contractor	DocuSigned by: Dennis Kuykendall	DENNIS KUYKENDALL	9/4/2024
	DocuSigned by: BB0D172FDF6D443...	Name (Printed)	Date
Architect	DocuSigned by: Jon Leung FAFE4196F0B8424...	JON LEUNG	9/4/2024
		Name (Printed)	Date
Project Manager	DocuSigned by: Robin Rickman DCB5FA15BBB4EB...	ROBIN RICKMAN	9/9/2024
		Name (Printed)	Date
Construction Project Manager	DocuSigned by: David Pegg 3C2374E1548B494...	DAVID PEGG	9/9/2024
		Name (Printed)	Date
Bond Program Manager	DocuSigned by: LORI RUBENSTEIN 59B9244E...	LORI RUBENSTEIN	9/9/2024
		Name (Printed)	Date
Associate Superintendent, Business & Facilities	DocuSigned by: RON TODO 1F...	RON TODO	9/9/2024
		Name (Printed)	Date

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

LLB CHANGE ORDER PROPOSAL (COP)

School Name: Simi Valley High School
Project Name: SVHS MPR DEMOLITION PROJECT
Project Manager: Robin Rickman
Contractor: Balfour Beatty Construction, LLC.

Date: 8/28/2024
COP Number: 01
Project Number: 17952000
Bid Number: B24LS424

Description of Work: Extend temporary fencing rental and SWPPP maintenance period two months through June'25.

WORK PERFORMED BY SUBCONTRACTOR(S)

			ADD	DEDUCT
1	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-
2	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-

WORK PERFORMED BY CONTRACTOR

				ADD	DEDUCT
	a.	**Material** (attach itemized quantity and unit cost plus sales tax)			
	b.	**Labor** (attach itemized hours and rates, fully encumbered)			
	c.	**Equipment** (attach suppliers' invoices)		$ 9,000.00	
	d.	**SUBTOTAL**		$	9,000.00
	e.	**Add overhead and profit for Contractor**, not to exceed LLB Fee. Percentage to be filled out per project/RFQ	Insert % here ---> 3.95%	$ 355.50	
	f.	**SUBTOTAL**		$	9,355.50
	g.	**Add Bond and Insurance**, not to exceed previous agreed Fee. Percentage to be filled out per Contract	Insert % here ---> 1.10%	$	102.91
	h.	**SUBTOTAL**		$	9,458.41
	i.	**AMOUNT OF THIS COP**		**$**	**9,458.41**
	j.	**Time** (zero unless indicated)			calendar days

☐ The proposal would ☐ Increase ☐ Decrease the contract completion date to: _____

☑ The proposal does not affect the contract time.

DocuSigned by:
Dennis Kuykendall
Contractor's Signature

Dennis Kuykendall Director - Ventura
Printed Name & Title

9/4/2024
Date

Provide all supporting documentation as required by the Contract Documents

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Balfour Beatty Construction, LLC
300 E Esplanade Dr # 1120
Oxnard, California 93036
P: (805) 983-1558

Project: 17952000 - SVUSD SIMI VALLEY HS MPR DEMO
5400 COCHRAN ST
SIMI VALLEY , California 93063-3547

CHANGE EVENT #001 - Extend temporary fence and SWPPP maintenance an additional two months

Origin:			
Date Created:	8/28/2024	**Created By:**	William Gray
Status:	Open	**Scope:**	TBD
Type:	B Owner Recovery - Not Disputed	**Change Reason:**	Owner Contingency
Description:	At the request of SVUSD BBC is to extend the rental of the temporary fence and SWPPP maintenance period from the end of April 2025 through June 2025		
Attachments:			

CHANGE EVENT LINE ITEMS

		Revenue			Cost					
Budget Code	**Vendor / Contract**	**ROM**	**Prime PCO**	**Latest Price**	**ROM**	**RFQ**	**Commit.**	**Latest Cost**	**Over/ Under**	**Budget Mod.**
1-015-1000.42030 Temp Chainlink Fence.EQ (30)		$9,000.00		$9,000.00	$9,000.00			$9,000.00	$0.00	
Description: Temporary fence and SWPPP maint.										
6-999-9800.42060 Change Order Fee.FEES (60)	Balfour Beatty	$355.50		$355.50	$355.50			$355.50	$0.00	
Description: Fee 3.95%										
6-999-9800.42060 Change Order Fee.FEES (60)	Balfour Beatty	$99.00		$99.00	$99.00			$99.00	$0.00	
Description: Insurance 1.1%										
6-999-9800.42060 Change Order Fee.FEES (60)	Balfour Beatty	$90.00		$90.00	$90.00			$90.00	$0.00	
Description: Bond 1%										
Grand Totals		**$9,544.50**	**$0.00**	**$9,544.50**	**$9,544.50**	**$0.00**	**$0.00**	**$9,544.50**	**$0.00**	**$0.00**

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Simi Valley HS - Demolition of MPR Building

Balfour Beatty General Requirements

DATE 03.06.24

Temporary Fencing - 10 month duration (3 months under construction, approximatley 7 months before MPR build out starts)		$ 20,000
Mantaining BMP - SWPPP After Demolition - 7 months		$ 17,500
		$ -
Items above are not included in Bid Package scope to reduce added Subcontract OH/Fee mark up and allow BBC to maintain control after Demo scope is completed		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL GENERAL REQUIREMENTS		**$ 37,500**

$20,000/10=$2,000 mo.

$17,500/7=$2,500 mo.

DocuSign

Certificate Of Completion

Envelope Id: 388F244981E848B6BE7AC05655719CB4
Status: Completed
Subject: Complete with Docusign: SVHS MPR Demo - BALFOUR P24-04920 DISTRICT ALLOW 1.pdf
Source Envelope:
Document Pages: 4
Signatures: 7
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId 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: 207.157.143.39

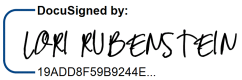
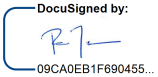
Record Tracking

Status: Original
9/3/2024 2:59:32 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	Signature	Timestamp
Dennis Kuykendall DKuykendall@balfourbeattyus.com Director - Ventura Balfour Beatty, LLC Security Level: Email, Account Authentication (None)	DocuSigned by: Dennis Kuykendall BB0D172FDF6D443... Signature Adoption: Pre-selected Style Using IP Address: 172.118.162.32	Sent: 9/3/2024 3:02:38 PM Resent: 9/3/2024 3:08:44 PM Resent: 9/4/2024 8:55:52 AM Viewed: 9/4/2024 10:52:01 AM Signed: 9/4/2024 10:59:17 AM
Electronic Record and Signature Disclosure: Accepted: 9/3/2024 5:22:25 PM ID: f419e53f-2149-4873-aee5-23ead9be433d		
Jon Leung Jon.Leung@hmcarchitects.com Security Level: Email, Account Authentication (None)	DocuSigned by: Jon Leung FAFE4196F0B8424... Signature Adoption: Pre-selected Style Using IP Address: 104.172.236.30	Sent: 9/4/2024 10:59:18 AM Viewed: 9/4/2024 11:59:23 AM Signed: 9/4/2024 12:03:36 PM
Electronic Record and Signature Disclosure: Accepted: 12/6/2023 1:30:49 PM ID: 8c0378f5-9ba3-4035-ba7b-d35b8efd1b25		
Robin Rickman robin.rickman@simivalleyusd.org Security Level: Email, Account Authentication (None)	DocuSigned by: Robin Rickman DCB5FA815BBB4EB... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.2	Sent: 9/4/2024 12:03:38 PM Viewed: 9/9/2024 9:28:07 AM Signed: 9/9/2024 9:28:16 AM
Electronic Record and Signature Disclosure: Accepted: 9/9/2024 9:28:07 AM ID: ebefda41-3974-4699-ab2e-5b49b233eda5		
David Pegg david.pegg@simivalleyusd.org Security Level: Email, Account Authentication (None)	Signed by: David Pegg 5C2374E15A66494... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.2	Sent: 9/9/2024 9:28:18 AM Viewed: 9/9/2024 11:34:04 AM Signed: 9/9/2024 11:34:30 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 9/9/2024 11:34:04 AM ID: 2d119bb8-9d3d-4d42-89b8-80b4d224f0c4		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Bond Program Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  19ADD8F59B9244E...	Sent: 9/9/2024 11:34:32 AM Viewed: 9/9/2024 11:54:46 AM Signed: 9/9/2024 11:56:11 AM
	Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41	
Electronic Record and Signature Disclosure: Accepted: 9/9/2024 11:54:45 AM ID: 973e6d16-a7fe-4b53-b058-feca64da3c03		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by:  09CA0EB1F690455...	Sent: 9/9/2024 11:56:13 AM Viewed: 9/9/2024 3:17:13 PM Signed: 9/9/2024 3:17:23 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	
Electronic Record and Signature Disclosure: Accepted: 9/9/2024 3:17:13 PM ID: 215d8e4a-252b-4aa9-9896-a89cf45d1072		

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	9/3/2024 3:02:38 PM
Envelope Updated	Security Checked	9/3/2024 3:08:36 PM
Envelope Updated	Security Checked	9/3/2024 3:08:37 PM
Envelope Updated	Security Checked	9/3/2024 3:08:37 PM
Envelope Updated	Security Checked	9/3/2024 3:08:37 PM
Envelope Updated	Security Checked	9/3/2024 3:08:37 PM
Envelope Updated	Security Checked	9/3/2024 3:08:37 PM
Envelope Updated	Security Checked	9/3/2024 3:08:37 PM
Certified Delivered	Security Checked	9/9/2024 3:17:13 PM
Signing Complete	Security Checked	9/9/2024 3:17:23 PM
Completed	Security Checked	9/9/2024 3:17:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B AM
Parties agreed to: Dennis Kuykendall, Jon Leung, Robin Rickman, David Pegg, LORI RUBENSTEIN, Ron Todo

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.

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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

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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:

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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.

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

LLB CHANGE ORDER PROPOSAL (COP)

School Name: Simi Valley High School
Project Name: SVHS MPR DEMOLITION PROJECT
Project Manager: Robin Rickman
Contractor: Balfour Beatty Construction, LLC.

Date: 9/24/2024
COP Number: 02R1
Project Number: 17952000
Bid Number: B24LS424

Description of Work: CE# 2R1 Credit unused contractor contingency

WORK PERFORMED BY SUBCONTRACTOR(S)

			ADD	DEDUCT
1	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-
2	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-

WORK PERFORMED BY CONTRACTOR

				ADD	DEDUCT
	a.	**Material** (attach itemized quantity and unit cost plus sales tax)			
	b.	**Labor** (attach itemized hours and rates, fully encumbered)			
	c.	**Equipment** (attach suppliers' invoices)		$ -	$ 18,882.00
	d.	**SUBTOTAL**		$	(18,882.00)
	e.	**Add overhead and profit for Contractor**, not to exceed LLB Fee. Percentage to be filled out per project/RFQ	Insert % here ---> 3.95%	$ -	$ (745.84)
	f.	**SUBTOTAL**		$	(19,627.84)
	g.	**Add Bond and Insurance**, not to exceed previous agreed Fee. Percentage to be filled out per Contract	Insert % here ---> 2.10%	$	(396.53)
	h.	**SUBTOTAL**		$	(20,024.36)
	i.	**AMOUNT OF THIS COP**		**$**	**(20,024.36)**
	j.	**Time** (zero unless indicated)			calendar days

☐ The proposal would ☐ Increase ☐ Decrease the contract completion date to: _____
☑ The proposal does not affect the contract time.

Contractor's Signature | Printed Name & Title | Date

Provide all supporting documentation as required by the Contract Documents

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Balfour Beatty Construction, LLC
300 E Esplanade Dr # 1220
Oxnard, California 93036
P: (805) 983-1558

Project: 17952000 - SVUSD SIMI VALLEY HS MPR DEMO
5400 COCHRAN ST
SIMI VALLEY , California 93063-3547

CHANGE EVENT #002R2 - Credit unused contractor contingencies

Origin:			
Date Created:	8/28/2024	**Created By:**	William Gray
Status:	Open	**Scope:**	TBD
Type:	1 Owner - Recovery Disputed	**Change Reason:**	Owner Contingency
Description:	Credit unused portions of Contractor Contingency		
Attachments:			

CHANGE EVENT LINE ITEMS

		Revenue			Cost					
Budget Code	**Vendor / Contract**	**ROM**	**Prime PCO**	**Latest Price**	**ROM**	**RFQ**	**Commit.**	**Latest Cost**	**Over/ Under**	**Budget Mod.**
6-200-0053.42065 CONTRACTOR CONTINGENCY.CONTIN (65) Description: Credit unused contractor contingency	Balfour Beatty	($18,882.00)	($18,882.00)	($18,882.00)	($18,882.00)			($18,882.00)	$0.00	
6-200-0053.42065 CONTRACTOR CONTINGENCY.CONTIN (65) Description: 25% unused portion	Balfour Beatty	$0.00	$4,720.50	$4,720.50	$0.00			$0.00	$4,720.50	
6-200-0000.42060 Fee.FEES (60) Description: Fee 3.95%	Balfour Beatty	($745.84)		($745.84)	($745.84)			($745.84)	$0.00	
1-196-6000.42035 Gen / Excess Liability Umbrella.MISC (35) Description: Ins 1.1%	Balfour Beatty	($207.70)		($207.70)	($207.70)			($207.70)	$0.00	
1-196-0000.42035 Pmt & Perf Bonds.MISC (35) Description: Bond 1%	Balfour Beatty	($188.82)		($188.82)	($188.82)			($188.82)	$0.00	
Grand Totals		**($20,024.36)**	**($14,161.50)**	**($15,303.86)**	**($20,024.36)**	**$0.00**	**$0.00**	**($20,024.36)**	**$4,720.50**	**$0.00**

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

LLB CHANGE ORDER PROPOSAL (COP)

School Name: Simi Valley High School
Project Name: SVHS MPR DEMOLITION PROJECT
Project Manager: Robin Rickman
Contractor: Balfour Beatty Construction, LLC.

Date: 8/28/2024
COP Number: 03
Project Number: 17952000
Bid Number: B24LS424

Description of Work: Credit unused owner contingency

WORK PERFORMED BY SUBCONTRACTOR(S)

			ADD	DEDUCT
1	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-
2	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-

WORK PERFORMED BY CONTRACTOR

				ADD	DEDUCT
	a.	**Material** (attach itemized quantity and unit cost plus sales tax)			
	b.	**Labor** (attach itemized hours and rates, fully encumbered)			
	c.	**Equipment** (attach suppliers' invoices)		$ -	$ 40,541.59
	d.	**SUBTOTAL**		$	(40,541.59)
	e.	**Add overhead and profit for Contractor**, not to exceed LLB Fee. Percentage to be filled out per project/RFQ	Insert % here ---> 3.95%	$ -	
	f.	**SUBTOTAL**		$	(40,541.59)
	g.	**Add Bond and Insurance**, not to exceed previous agreed Fee. Percentage to be filled out per Contract	Insert % here ---> 1.10%	$	-
	h.	**SUBTOTAL**		$	(40,541.59)
	i.	**AMOUNT OF THIS COP**		**$**	**(40,541.59)**
	j.	**Time** (zero unless indicated)			calendar days

☐ The proposal would ☐ Increase ☐ Decrease the contract completion date to: _____
☑ The proposal does not affect the contract time.

Contractor's Signature | Printed Name & Title | Date

Provide all supporting documentation as required by the Contract Documents

Docusign Envelope ID: D375C2D1-8138-4BFC-AFA2-6A2F9D3DCD7B

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

LLB CHANGE ORDER PROPOSAL (COP)

School Name: Simi Valley High School
Project Name: SVHS MPR DEMOLITION PROJECT
Project Manager: Robin Rickman
Contractor: Balfour Beatty Construction, LLC.

Date: 8/28/2024
COP Number: 04
Project Number: 17952000
Bid Number: B24LS424

Description of Work: Credit unused unforeseen allowance

WORK PERFORMED BY SUBCONTRACTOR(S)

			ADD	DEDUCT
1	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-
2	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	
	d.	**SUBTOTAL**	$	-
	e.	**Add overhead and profit** for any and all tiers of Subcontrator The total not to exceed 10% of item d.	$	-
	f.	**SUBTOTAL**	$	-

WORK PERFORMED BY CONTRACTOR

			ADD	DEDUCT
	a.	**Material** (attach itemized quantity and unit cost plus sales tax)		
	b.	**Labor** (attach itemized hours and rates, fully encumbered)		
	c.	**Equipment** (attach suppliers' invoices)	$ -	$ 50,000.00
	d.	**SUBTOTAL**	$	(50,000.00)
	e.	**Add overhead and profit for Contractor**, not to exceed LLB Fee. Percentage to be filled out per project/RFQ — Insert % here ---> 3.95%	$ -	
	f.	**SUBTOTAL**	$	(50,000.00)
	g.	**Add Bond and Insurance**, not to exceed previous agreed Fee. Percentage to be filled out per Contract — Insert % here ---> 1.10%	$	-
	h.	**SUBTOTAL**	$	(50,000.00)
	i.	**AMOUNT OF THIS COP**	**$**	**(50,000.00)**
	j.	**Time** (zero unless indicated)		calendar days

☐ The proposal would ☐ Increase ☐ Decrease the contract completion date to: _____

☑ The proposal does not affect the contract time.

Contractor's Signature | Printed Name & Title | Date

Provide all supporting documentation as required by the Contract Documents

DocuSign

Certificate Of Completion

Envelope Id: D375C2D181384BFCAFA26A2F9D3DCD7B
Status: Completed
Subject: Complete with Docusign: SVHS MPR Demo - BALFOUR P24-04920 CO1REV.pdf
Source Envelope:
Document Pages: 15
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId 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: 207.157.143.39

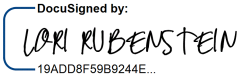
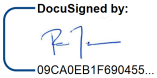
Record Tracking

Status: Original
9/30/2024 4:16:43 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	Signature	Timestamp
Dennis Kuykendall DKuykendall@balfourbeattyus.com Director - Ventura Balfour Beatty, LLC Security Level: Email, Account Authentication (None)	DocuSigned by: Dennis Kuykendall BB0D172FDF6D443... Signature Adoption: Pre-selected Style Using IP Address: 172.118.162.32	Sent: 9/30/2024 4:23:28 PM Resent: 10/2/2024 8:10:56 AM Viewed: 10/2/2024 8:31:08 AM Signed: 10/7/2024 2:27:39 PM
Electronic Record and Signature Disclosure: Accepted: 10/7/2024 2:27:33 PM ID: cd1aa069-9998-4954-8125-a3953875e40e		
Maria Nieto maria.nieto@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS MN Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 10/7/2024 2:27:42 PM Resent: 10/16/2024 8:48:37 AM Viewed: 10/16/2024 8:49:07 AM Signed: 10/16/2024 8:49:16 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 8:49:07 AM ID: acd3ec75-95b2-4aba-acbc-6f9c07ad0b43		
Jon Leung Jon.Leung@hmcarchitects.com Security Level: Email, Account Authentication (None)	DocuSigned by: Jon Leung FAFE4196F0B8424... Signature Adoption: Pre-selected Style Using IP Address: 65.60.75.34	Sent: 10/16/2024 8:49:18 AM Viewed: 10/16/2024 12:04:00 PM Signed: 10/16/2024 12:11:59 PM
Electronic Record and Signature Disclosure: Accepted: 12/6/2023 1:30:49 PM ID: 8c0378f5-9ba3-4035-ba7b-d35b8efd1b25		
Robin Rickman robin.rickman@simivalleyusd.org Security Level: Email, Account Authentication (None)	DocuSigned by: Robin Rickman DCB5FA815BBB4EB... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41	Sent: 10/16/2024 12:12:01 PM Viewed: 10/16/2024 12:19:43 PM Signed: 10/16/2024 12:19:53 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 12:19:43 PM ID: c71d710e-db77-4bad-bb95-34917fa14646		
David Pegg david.pegg@simivalleyusd.org Security Level: Email, Account Authentication (None)	Signed by:  5C2374E15A66494... Signature Adoption: Pre-selected Style Using IP Address: 172.56.122.169 Signed using mobile	Sent: 10/16/2024 12:19:55 PM Viewed: 10/16/2024 12:23:26 PM Signed: 10/16/2024 12:23:53 PM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 12:23:26 PM ID: 597d587b-893b-4bbe-bb8b-80a14dfb795e		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Bond Program Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  19ADD8F59B9244E... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41	Sent: 10/16/2024 12:23:55 PM Viewed: 10/16/2024 12:28:23 PM Signed: 10/16/2024 12:30:06 PM
Electronic Record and Signature Disclosure: Accepted: 10/16/2024 12:28:23 PM ID: 97074fce-f871-4277-9685-271830b34316		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by:  09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 10/16/2024 12:30:08 PM Viewed: 10/16/2024 3:18:55 PM Signed: 10/16/2024 3:19:07 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	9/30/2024 4:23:28 PM
Certified Delivered	Security Checked	10/16/2024 3:18:55 PM
Signing Complete	Security Checked	10/16/2024 3:19:07 PM
Completed	Security Checked	10/16/2024 3:19:07 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.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
10/15/24 HY
Date Signature

TITLE: **RATIFICATION OF AGREEMENT NO. R25-01802 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TAO ROSSINI, A PROFESSIONAL CORPORATION FOR LEGAL SERVICES**

Business & Facilities
Consent #19

October 15, 2024

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

The District obtains legal services to assist with the Bond Program, the Facilitates Department, and the Purchasing Department. Among other things, legal counsel is often necessary in order to maintain compliance with California Civil Code, Education Code, Government Code, Labor Code, Public Contract Code, as well as the Code of Federal Regulations.

Fiscal Analysis

An estimated $100,000.00 for the period July 1, 2024 through June 30, 2027.

Agreement for Special Services is attached as "Exhibit A".

Recommendation

It is recommended that the Board of Education ratify Agreement No. R25-01802 between Simi Valley Unified School District and Tao Rossini, a professional corporation for legal services.

On motion # 33 by Trustee Pine, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified Agreement No. R25-01802 between Simi Valley Unified School District and Tao Rossini, a professional corporation for legal services.

Ayes: Bagdasarian Smollen Dobran Pine VanBelle Noes: 0 Absent: 0 Abstain: 0

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this ___ day of _____ _____ 2024, between TAO ROSSINI, A PROFESSIONAL CORPORATION (hereinafter referred to as the "Law Firm"), and SIMI VALLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "Client").

II. RECITALS; PURPOSE; MATTERS

WHEREAS, Client is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, Client is in need of such special services and advice;

WHEREAS, the Law Firm is specially trained and experienced and competent to perform the special services required by the Client, and such services are needed on a limited basis;

WHEREAS, Client desires to retain and engage the Law Firm to perform legal and, upon request, non- legal consultant services on Client's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide Facilities, Business services to Client, including representation in administrative, arbitration, and court proceedings, as requested by client. The place and time for such services are to be designated by the Superintendent or the Superintendent's designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three (3) years, commencing July 1, 2024, through June 30, 2027. Client hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	2024-2025	**2025-2026**	**2026-2027**
Senior Partners	$390	$400	$410
Partners/Senior Counsel	$335	$345	$355
Senior Associates	$310	$320	$330
Associates	$275	$285	$295
Electronic Technology Litigation Specialist	$225	$225	$225
Non-Legal Consultants	$200	$200	$200
Senior Paralegals/Law Clerks	$200	$200	$200
Paralegals/Legal Assistants	$200	$200	$200

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by Client.

B. In addition, Client hereby agrees to pay for reimbursable expenses and operational expenses incurred by the Law Firm including those listed in paragraph C below.

C. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with the CEO's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

D. A detailed description of the attorney work performed, and the costs advanced by the Law Firm, will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from Client by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of Client in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of thirty (30) days will be subject to a one percent (1%) per month service charge.

E. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. Client agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of Client including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent Client.

G. Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as Client's attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from Client shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for Client;

3. Upon the failure of Client to perform any of Client's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of Client to perform any of Client's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of Client.

I. In the event that the Law Firm ceases to perform legal services for Client as hereinabove provided, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, Client agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, Client will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client Law Firm understands and agrees that Law Firm and all of Law Firm's employees shall not be considered officers, employees or agents of the Client, and are not entitled to benefits of any kind or nature normally provided employees of the Client and/or to which Clients employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Law Firm assumes the full responsibility for the acts and/or omissions of Law Firm's employees or agents as they relate to the terms and conditions under this Agreement. Law Firm 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 Law Firm's employees.

IV. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send Client periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help Client with daily legal concerns. The Law Firm will send those and other additional service notices to Client via regular mail and/or electronic mail at the email address which Client designates, or the email used in Client's daily communications with Law Firm. These email notices are a convenient way to keep Client administrators apprised of important legal changes. By execution of this Agreement, Client, and designated contact(s), consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

V. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

VI. NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices, or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Paragraph. As of the date of this Agreement, the addresses of the parties are as follows:

To the Client:
Simi Valley Unified School District
Attn: Ron Todo, Associate Superintendent
of Business & Facilities
101 West Cochran Street
Simi Valley, CA 93065
Telephone: 805-306-4500
Email: ron.toto@simivalleyusd.org

To the Law Firm:
Tao Rossini, A Professional Corporation
Attn: Martin A. Hom
14603 Whittier Boulevard
Whittier, CA 90605
Telephone: 714-761-3007
Email: TTT@taorossini.com

VII. DOCUMENT RETENTION POLICY.

Law Firm will retain its files and documents electronically on each matter handled for Client for five (5) years after the matter is closed. Law Firm also retains original documents (for example, documents with wet signatures) that are not forwarded directly to the client for five (5) years after the matter is closed. After that time, the Law Firm reserves the right to destroy those files. At Client's request, the Law Firm will provide Client with copies or the originals at Client's expense before the files are destroyed. The Law Firm will then destroy those files and documents unless Client has previously asked the Law Firm in writing to deliver those files to Client.

VIII. DURATION

This Agreement shall be effective July 1, 2024, through June 30, 2027, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

IX. HOLD HARMLESS

Law Firm agrees to and does hereby indemnify, hold harmless and defend the Client and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

A. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Law Firm or any person, firm or corporation employed by the Law Firm, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Client or its officers, employees or agents.

B. Any injury to or death of any person(s), including the Client's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission

of the Law Firm, or any person, firm or corporation employed by the Law Firm, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off Client's property, except for liability for damages which result from the sole negligence or willful misconduct of the Client or its officers, employees or agents.

C. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

X. INSURANCE

Law Firm shall insure Law Firm's activities in connection with the services under this Agreement and agrees to carry insurance to ensure Law Firm's ability to adhere to the indemnification requirements under this Agreement.

A. Law Firm shall, at Law Firm's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A-VIII, or better, rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs, and expenses (including attorney fees) arising out of or in connection with Law Firm's fulfillment of the obligations under this Agreement:

1. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(a) Each Occurrence $1,000,000.00

(b) General Aggregate $2,000,000.00

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000.00 per occurrence. (Required only if the Law Firm drives on behalf of the Client in the course of performing services.)

3. Professional Liability Insurance with a limit of $2,000,000.00 per occurrence, if applicable.

4. Workers' Compensation and Employers Liability Insurance in a form and amount covering Law Firm's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the Client.

B. No later than thirty (30) days from execution of this Agreement by the Client and Law Firm, and prior to commencing the services under this Agreement, Law Firm shall provide Client with certificates of insurance evidencing all coverages and endorsements required hereunder.

Law Firm shall provide prior written notice to the Client thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name Client, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition,

the certificates of insurance shall include a provision stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Client shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this Agreement.

XI. SUCCESSOR ENTITIES

This Agreement may be assigned and transferred to any successor entity of the Law Firm as long as the majority of the Law Firm's shareholders', partners', and/or corporate officers' interests are the same for both entities. The Client agrees that the Chief Business Officer, is authorized to sign a new agreement with the successor entity.

XII. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

XIII. NONDISCRIMINATION

Law Firm agrees that Law Firm will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

XIV. HEADINGS

The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

XV. COUNTERPARTS

This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until the parties have signed it.

XVI. AUTHORIZED SIGNATURES

The individual signing this Agreement warrants that they are authorized to do so. The Client and Law Firm understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

XVII. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles County, California. This Agreement is made in and shall be performed in Los Angeles County, California.

XVIII. EXECUTION DATE

This Agreement is entered into this ___ day of_____ 2024.

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: Ron Todo LSR
Ron Todo, Assistant Superintendent, Business Services

Signature:

Email: ron.todo@simivalleyusd.org

TAO ROSSINI, APC

By: _____
Martin A. Hom, Shareholder