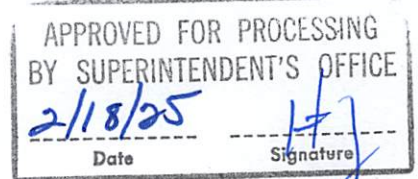


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: APPROVAL OF AGREEMENT NO. R25-03262 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NATIONAL ROOFING CONSULTANTS, INC. FOR THE ROOFING AT THE UTILITY BUILDING PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #7

February 18, 2025
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The roof at the Utility Building at Simi Valley High School will require a replacement roof. The scope of the work for the roof replacement includes removal and replacement of all existing roof material and flashing.

Because the roofing is a specialized field of construction, the District needs to contract with a waterproofing and inspection professional to conduct inspection and quality assurance on behalf of the District.

A proposal from National Roofing Consultants, Inc. was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is \$11,900.00.
Agreement R25-03262 is attached as Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for National Roofing Consultants, Inc. at Simi Valley High School, Utility Building Project.

On motion # 92 by Trustee Smollen, seconded by Trustee Jamer
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved
Agreement R25-03262 with the firm of National Roofing Consultants, Inc.

Ayes: Jamer
Jubran Noes: 0 Absent: 0 Abstained: 0
Resnick
Smollen
Pine

Agreement No. R25-03262
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Simi Valley High School Utility Building Project

Dated: February 18, 2025

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES
R25-03262**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18 day of February 2025 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 2, 2025 and will diligently perform as required through the end of DSA project closeout, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Non-collusion Declaration
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Criminal Background Investigation / Fingerprinting Certification
<u> X </u>	Drug-Free Workplace Certification
<u> X </u>	Tobacco-Free Environment Certification
<u> X </u>	Rules of Conduct
<u> X </u>	Insurance Certificates and Endorsements

Compensation. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eleven thousand, nine hundred Dollars (\$11,900.00). District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
- 3.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 3.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Performance of Services.**
 - 7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts

from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination.**

- 11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.2.1. material violation of this Agreement by Consultant; or
- 11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees,

and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

13. Insurance.

- 13.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. Please see the attached Instructions for the Certificate of Insurance and Additional Insured Endorsements for a detailed list of endorsements that we accept.

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

- 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 13.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies

shall include the following:

- 13.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
 - 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 13.2.4. All policies except the Professional Liability, Workers’ Compensation, and Employers’ Liability Insurance Policies shall be written on an occurrence form.
- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

14. **Assignment.** Consultant shall not assign the obligations of Consultant pursuant to this Agreement.

15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant’s receipt of a written termination notice from the District.

15.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

15.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

15.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

- 15.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
16. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 19.1. All site visits shall be arranged through the District;
- 19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 19.5. Consultant and Consultant's employees shall not use student restroom facilities; and
- 19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in

conjunction with this Agreement, if applicable.

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

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

Consultant:

National Roofing Consultants, Inc.
 118 Lincoln Ave
 Pomona _____, California 91767
 Fax: 909-620-6068
 Email: mark@nrcroof.com
 ATTN: Mark Clonts

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

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated:

Dated: 2/12/2025

Simi Valley Unified School District

National Roofing Consultants, Inc

By: _____

By:  _____

Print Name: Ron Todo
Print Title: Associate Superintendent Business
& Facilities

Print Name: Mark Clonts
Print Title: President

Information regarding Consultant:

License No.: n/a

95.3535855 :

Registration No.: n/a

Employer Identification and/or
Social Security Number

Address: 118 Lincoln Ave.
Pomona, CA 91767

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

Telephone: 909-620-0177

Facsimile: 909-620-6068

E-Mail: Mark@nrcroof.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

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

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

Consultant shall provide all pre-conference meetings, site visits, construction meetings, special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Simi Valley High School	5400 Cochran Simi Valley, CA 93065	Utility Building Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTIONS

1. CONSULTANT'S SCOPE OF SERVICES

- 1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-1 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only.
- 1.2 A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A-1."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.
- 1.3 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

- 2.1 The Consultant is personally responsible for verifying whether every aspect of the work that he or she is responsible to inspect complies with DSA approved documents.
- 2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.
- 2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

- 2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer’s instructions, or other related documents that do not require the approval of DSA.
- 2.3.1.2 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

- 2.3.2.1 Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation.
- 2.3.2.2 Original hand-written reports will be mailed to the client with monthly invoice. If requested, a copy of the daily report will be provided to client’s on-site representative.
- 2.3.2.3 Inspection will be provided during roofing, decking or waterproofing application.
- 2.3.2.4 Inspector will provide a punch list of items: checking all surfaces of finished roof, parapets, flashings, and all other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc. are water tight.
- 2.3.2.5 Coordinate with roofing manufacture for roofing warranty
- 2.3.2.6 Provide written confirmation letter of completion

2.3.3 Reporting

- 2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected
- 2.3.3.2 Keep a log of deviations including status and resolution.
- 2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.4 Frequency of Special Inspections

- 2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period between inspections varies for different type of work, the pace of the construction, the number of workers, the quality
- 2.4.2 of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.
- 2.4.3 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.
- 2.4.4 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building “in-plant” inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 **ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS**

- 3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
- 3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:
 - 3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.
 - 3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.
 - 3.4.3 DSA 152 Inspection Card Manual.

- 4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

General

Application Number: 03-123828	School Name: Simi Valley High School	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number: 2	Date Created: 2024-01-16 11:09:25

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required	GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.
Periodic – Indicates that a periodic special inspection is required	LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.
Test – Indicates that a test is required	PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.
	SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Continuous	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'_c).	Test	LOR	1905A.1.17; ACI 318-19 Section 26.12.
<input checked="" type="checkbox"/>	e. Batch plant inspection: Continuous	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or not required per 1705A.3.3.2 . See IR 17-13. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC**Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13**

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-19 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-19 Section 26.13, and PCI MNL-128 and -130.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.
<input type="checkbox"/>	c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	Continuous	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
<input type="checkbox"/>	d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	Periodic	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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C4. SHOTCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f'c).	Test	LOR	1908A.2, 1705A.3.9

C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix (end of this form) for exemptions). ACI 318-19 Section 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix (end of this form) for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC**1705A.4; TMS 602-16, Tables 3 and 4.**

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M1. STRUCTURAL MASONRY: (f'm =				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Mill certificate indicates compliance with requirements for reinforcement, anchors, ties, fasteners and metal accessories. See item C1(b) for identification, sampling and testing of reinforcing steel.	Periodic	SI*	2103A.4; TMS 602-16 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. See IR 17-10 for unidentified reinforcing steel.
<input type="checkbox"/>	b. Producer's certificate of compliance for masonry units, mortar and grout materials.	Test	LOR	1705A.4, 2103A.2, 2103A.3, 2103A.5; TMS 602-16 Articles 1.5B.2 2.1, 2.2, 2.6A and 2.6B, and Table 6 footnote 3.
<input type="checkbox"/>	c. Test masonry (f'm).	Test	LOR	1705A.4. For Unit Strength: 2105A.3; TMS 602-16 Articles 1.4B.2, 1.5B.1 & 1.5B.2. For Prism (required when f'm > 2000 psi): 2105A.2; TMS 602-16 Articles 1.4B.3, 1.4B.4, 1.5B.1 & 1.5B.2.
<input type="checkbox"/>	d. Verify proportions or properties of site-prepared, premixed or preblended mortar.	Periodic	SI	TMS 602-16, Table 3 (row 5), Table 4 Item 1a. DSA PR 20-01. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	e. Verify proportions or properties of site-prepared, premixed or preblended grout.	Periodic	SI	TMS 602-16, Table 3 (row 5), Table 4 Item 2d. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	f. Batch plant inspection:	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or not required per 1705A.3.3.2 . See IR 17-13. Refer to TMS 602-16 Table 3 and Table 4, Item #3a. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	g. Test core-drilled samples.	Test	LOR	2105A.4. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	h. Inspect preparation of prisms.	Continuous	SI	TMS 602-16 Articles 1.4.B.3 & 1.4.B.4 & Table 4 Item 4.
<input type="checkbox"/>	i. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC**1705A.4; TMS 602-16, Tables 3 and 4.**

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	j. Verify size, grade and type of reinforcement, connectors, and anchor bolts. Verify size and location of structural members.	Periodic	SI	TMS 602-16 Table 4, Items 1c & 3c.
<input type="checkbox"/>	k. Inspect placement of reinforcement, anchor bolts, and connectors.	Continuous	SI	TMS 602-16 Table 4 Item 2c.
<input type="checkbox"/>	l. Placement, consolidation, and reconsolidation of grout.	Continuous	SI	TMS 602-16 Table 4 Item 3h.
<input type="checkbox"/>	m. Inspect placement of masonry units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
<input type="checkbox"/>	n. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	o. Inspect type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	TMS 602-16 Table 4 Item 3d.
<input type="checkbox"/>	p. Inspect grout space, including mortar protrusions, prior to placement of grout.	Continuous	SI	TMS 602-16 Table 4 Item 2a.
<input type="checkbox"/>	q. Welding of reinforcing steel.	TMS 602-16 Table 4 Item 3e. Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

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1705A.4; TMS 602-16, Tables 3 and 4.

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M2. VENEER OR GLASS BLOCK PARTITIONS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify proportions of site prepared mortar and grout and/or verify certification of premixed mortar.	Periodic	SI	TMS 602-16 Table 3 (row 5) and Table 4 Items 1a & 2d.
<input type="checkbox"/>	b. Inspect placement of units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
<input type="checkbox"/>	c. Inspect placement of wire, connectors and anchors	Periodic	SI	TMS 602-16 Table 4 Item 2c.
<input type="checkbox"/>	d. Inspect type, size and location of anchors and all other items to be embedded in masonry veneer including details of anchorage of masonry to veneer backing, frames and other construction.	Periodic	SI	TMS 602-16 Table 4 Item 3d.
<input type="checkbox"/>	e. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	f. Test adhered veneer bond strength.	Test	LOR	1410.2.1; TMS 402 Article 12.3.2.4. (Field constructed mock-up laboratory tested in accordance with ASTM C482).

M3. POST-INSTALLED ANCHORS IN MASONRY:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, 1705A.4, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic); ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. (See Appendix (end of this form) for exemptions.)

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1705A.4; TMS 602-16, Tables 3 and 4.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1705A.4, 1910A.5. (See Appendix (end of this form) for exemptions.)

	M4. OTHER MASONRY:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input checked="" type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input checked="" type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. **"Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.15, 1705A.15.1, 1705A.15.2, 1705A.15.3, 1705A.15.4, 1705A.15.5, 1705A.15.6.
<input type="checkbox"/>	b. Test density.	Test	LOR	1705A.15.1, 1705A.15.5, ASTM E605
<input type="checkbox"/>	c. Bond strength adhesion/cohesion.	Test	LOR	1705A.15.1, 1705A.15.6, ASTM E736

	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LOR	Identify, sample and test anchor bolts and anchor rods not meeting exemptions identified in Section 1 of IR 17-11.
<input type="checkbox"/>	b. Threaded rod not used for foundation anchorage.	Test	LOR	Identify, sample and test threaded rods not meeting exemptions identified in Section 1 of IR 17-11.

	S/A10. STORAGE RACK SYSTEMS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	Periodic	SI	Table 1705A.13.7
<input type="checkbox"/>	b. Fabricated storage rack elements.	Periodic	SI	1704A.2.5; Table 1705A.13.7

EXHIBIT "A"

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Storage rack anchorage installation.	Periodic	SI	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
<input type="checkbox"/>	d. Completed storage rack system to indicate compliance with the approved construction documents.	Periodic	SI*	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

	S/A11. Other Steel			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in DSA IR A-22 or the 2022 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

SOILS:	
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill with depth not exceeding 12".

CONCRETE/MASONRY:	
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition shown in Appendix A of IR 21-1.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-123828	School Name: Simi Valley High School	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number: 2	Date Created: 2024-01-16 11:09:25

	CONCRETE/MASONRY:
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-123828	School Name: Simi Valley High School	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number: 2	Date Created: 2024-01-16 11:09:25

	WELDING:
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number: 03-123828	School Name: Simi Valley High School	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number: 2	Date Created: 2024-01-16 11:09:25

Name of Architect or Engineer in general responsible charge:

Hal Hart

Name of Structural Engineer (When structural design has been delegated):

Josh Randall - S#4506

Signature of Architect or Structural Engineer:



Date:

01/16/2024

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.**DSA STAMP**

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-123828 INC: 02
REVIEWED FOR
SS ☒ FLS ☒ ACS ☒
DATE: 09/10/2024

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number: 03-123828	School Name: Simi Valley High School	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number: 2	Date Created: 2024-01-16 11:09:25

1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

2. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291

3. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

4. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

5. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

6. High-Strength Bolt Installation Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

7. Steel Joist Fabrication Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

**EXHIBIT “B”
CONSULTANTS PROPOSAL**

Consultant’s entire proposal is NOT made part of this Agreement.

Please see Consultant’s proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.



January 21, 2025

P25-014

National Roofing Consultants, Inc. 118 Lincoln Avenue, Pomona, CA 91767 909/620-0177 Fax 909/620-6068

PROPOSAL

CLIENT:

SIMI VALLEY USD

101 W. Cochran St.
Simi Valley, CA 93065

Robin Rickman
805.306.4500 x4477
robin.rickman@simivalleyusd.org

JOB:

SIMI VALLEY HS UTILITY BUILDING

5400 Cochran St.
Simi Valley, CA

WATERPROOFING/ROOFING INSPECTIONS AND FEES

PREVAILING WAGE RATES

2000 PRE-JOB CONFERENCE - PER TRIP

FEE \$1,200.00/trip
CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans. Walk plywood/OSB deck. Check moisture, parapets, low spots, high nails, plywood gaps, seismic straps, drains, flashings, curbs, etc. Discuss roof slope. Verify materials, including warranty, and any other items for new roof application. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

2010 INSPECTIONS

FEE \$800.00 x 10 4-hr inspections
CLIENT INITIAL _____

Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation. Original hand-written reports will be mailed to the client with monthly invoice. If requested, a copy of the daily report will be provided to client's on-site representative. Inspection can be provided during roofing, decking or waterproofing application. NRC or on-site representative must be notified in advance of any schedule changes. Lack of notification subject to half inspection rate which the Owner can back charge to applicator. Time and one half will be charged for hours over eight (8) in a day and for weekend/holiday work. **The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work in excess of 8 hours/day, 40 hours/week or weekends/holidays.**

2030 FINAL INSPECTION/PUNCH LIST - PER TRIP

FEE \$1,200.00/trip x 2 trips
CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion. Check all surfaces of finished roof, parapets, flashings, etc. Also check other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc.

1060 ADMINISTRATIVE SERVICE FEE

FEE \$300.00

An administrative service fee is charged for additional document preparation including but not limited to the following: registration with an outsourced payment management/procurement company, preparation of additional

PROPOSAL
1/21/2025

SIMI VALLEY USD
SIMI VALLEY HS UTILITY BLDG.

vendor forms, pay applications in addition to and/or in lieu of NRC's standard invoice, schedule of values, 3rd party vendor credentialing/accounts payable, etc. The fee will be charged as one time lump sum.

ESTIMATED TOTAL FEES	\$11,900.00
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THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

PROPOSAL
1/21/2025SIMI VALLEY USD
SIMI VALLEY HS UTILITY BLDG.**INSURANCE**

National Roofing Consultants, Inc. (hereafter NRC), carries general liability, automobile and State-required worker's compensation insurance policies. Certificates of insurance are available for all policies. Requests for naming the owner, client, contractor, etc. as additional insured on NRC insurance policies shall be made before start of work. Payment for NRC services shall not be withheld due to lack of additional insured if it was not requested until after the start of work.

TERMS

Signed proposal/contract shall be on file with NRC before paperwork is released. Verbal report is available upon request after completion of inspection. Payment in full of all invoices is expected from the client who signs the contract/proposal. As a consulting firm, NRC provides no materials or construction labor, is not a licensed contractor, is not a sub-contractor, and therefore is **not subject to retention of funds**. NRC shall exercise normal collection procedures if payment is late. The client shall be responsible for prompt payment of all invoices, regardless of financial arrangements they have with any other parties. Payment terms are as follows: Net 30, with invoices unpaid after 30 days being subjected to 18% interest per annum (or 1.5% interest per month). Because NRC also strives to keep overhead low, if a license is required for any job in a city for which NRC does not already hold one, it shall be added to the bill. Return visits to the job after completion shall impose further costs based upon regular NRC fee schedules.

LIABILITY AND INDEMNITY

NRC does not assume responsibility for safety regulations, for permits, licenses, building department inspection, financial integrity of contractor(s), his insurance coverage or integrity of the structure itself. Client agrees that in accordance with generally accepted construction practices, construction contractor shall be required to assume sole and complete responsibility for job site safety of all persons and property.

NRC does not perform "hands on" work but only inspection, and receives proportionately far less remuneration than the sub-contractor or general contractor; therefore, NRC shall not be held liable for those items, which are their (the general and the sub-contractor(s)) responsibilities, i.e. workmanship, leakage, water damage and specification compliance, etc. Client agrees to defend, indemnify and hold NRC harmless from any and all liability, real or alleged, in connection with the performance of services on this project. All claims, including those for negligence or any other cause whatsoever, shall be deemed waived unless submitted in writing and received by NRC within one (1) year after National Roofing Consultants' completion of services. Client agrees to compensate NRC \$300/hour for additional time including depositions, subpoenas, additional reports, etc.

NRC shall not be held liable in any manner whatsoever for its own or its employees words or actions, for claims arising from error, omission or professional negligence; for any and all damages, including but not limited to any or all costs, attorney fees, litigation expenses, judgments, overrun costs, et cetera, which exceed fees received by NRC.

ACCEPTANCE OF PROPOSAL/CONTRACT

Client agrees to accept services proposed by NRC with regard to the referenced job as outlined herein, by authorized signature below. A signed and dated copy of this document shall be considered a contract. If the client writes a separate contract, this document shall be made a part of that contract. This document shall be signed and returned to the NRC office before work begins. This contract/proposal may be canceled by either party if terms of the contract or the work are not acceptable. Email transmission of signed document is acceptable for start of work.

SIMI VALLEY USD**NATIONAL ROOFING CONSULTANTS, INC.**_____
Authorized Signature_____
Authorized Signature_____
Printed Name_____
Printed Name_____
Title_____
Date_____
Title_____
Date

**EXHIBIT “C”
CERTIFICATIONS / DECLARATIONS**

NON-COLLUSION DECLARATION

PROJECT: Simi Valley High School Utility Building Project

STATE OF CALIFORNIA

COUNTY OF LA

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

the President of National Roofing Consultants, Inc. the party submitting
(Title) (Bidder Name)

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

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

Executed this 27 day of 12, 2025 at LA.
(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:
Mark Clonts
(Signature) D7203B85C36B4CE...
Mark Clonts
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Mark Clonts the President of
(Name) [SimiLAB3700] (Title)

National Roofing Consultants, Inc. declare, state and certify that:
(Contractor Name)

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

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

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

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

National Roofing Consultants, Inc.
(Contractor Name)

Signed by:
By: Mark Clonts
(Signature)

Mark Clonts
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Mark Clonts, am the President of
(Print Name) [SimiEDU45125-1] (Title)

National Roofing Consultants, Inc. I declare, state, and certify all of the following:
(Entity)

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

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

Entity's DOJ issued
ORI Number



00000



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 LA, CA this 2/12/2025 day of _____, 20____.
(City and State) [SimiEDU45125-1b]

Signed by:

Mark Clonts
(Signature)
D7203B88C36B4CE...

Mark Clonts

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

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

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

Ed Hadvina

Al Mohr

Shaun Mosier

DRUG-FREE WORKPLACE CERTIFICATION

I, Mark Clonts, am the President of
(Print Name) [SimiGOV8350] (Title)
National Roofing Consultants, Inc.
(Contractor Name)

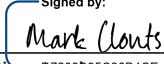
I declare, state and certify to all of the following:

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

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

2/12/2025

Executed at LA, CA this ____ day of _____, 20____.
(City and State)

Signed by:

(Signature)
Mark Clonts
(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Simi Valley High School Utility Building Project

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

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

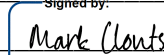
National Roofing Consultants, Inc. ("Contractor", or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

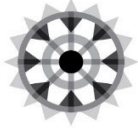
Date: 2/12/2025

Contractor: National Roofing Consultants, Inc.

Signature: 

Print Name: Mark Clonts

Title: President

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT**Rules of Conduct****Project:** Simi Valley High School Utility Building Project

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

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

EXHIBIT "A"
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

<p>Signed by: <u>Mark Clonts</u></p> <p>Authorized Signature [SimiROC]</p> <p><u>Mark Clonts</u></p> <p>Print Name</p> <p><u>National Roofing Consultants, Inc.</u></p> <p>Company</p>	<p><u>President</u></p> <p>Title</p> <p><u>2/12/2025</u></p> <p>Date</p>
--	--



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

EXHIBIT "A"

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

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Certificate Of Completion

Envelope Id: 0DA6F84E-873A-42A6-A25B-79BAB2E88A4B

Subject: Complete with Docusign: SVHS Utility Bldg. - NRC Consultant Agreement R25-03262.pdf

Source Envelope:

Document Pages: 48

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

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

2/4/2025 3:37:46 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

Mark Clonts

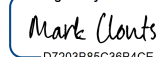
mark@nrcroof.com

President

National Roofing Consultants, Inc.

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

Signed by:



D7203B85C36B4CE...

Signature Adoption: Pre-selected Style

Using IP Address: 47.181.78.150

Timestamp

Sent: 2/4/2025 3:51:53 PM

Resent: 2/10/2025 9:04:22 AM

Resent: 2/12/2025 7:51:15 AM

Viewed: 2/12/2025 8:45:02 AM

Signed: 2/12/2025 8:47:12 AM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2025 8:45:02 AM

ID: 88b0b95a-22b9-43f2-b6eb-12bb5fee797e

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Sent: 2/12/2025 8:47:14 AM

Electronic Record and Signature Disclosure:

Accepted: 1/22/2025 11:58:13 AM

ID: 18d110e4-9072-4971-a86e-d97895268b43

Ron Todo

ron.todo@simivalleyusd.org

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

Accepted: 2/12/2025 8:40:13 AM

ID: 7a280457-a022-491d-9e8d-fa2af344a834

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	2/4/2025 3:51:53 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

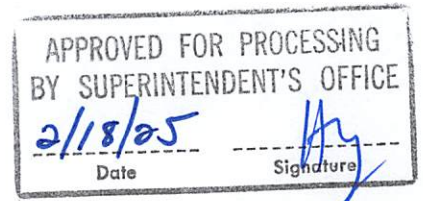
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF AGREEMENT NO. R25-03259 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NATIONAL ROOFING CONSULTANTS, INC. FOR THE ROOFING AT THE NEW MPR / CLASSROOM PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #8

February 18, 2025
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The new MPR / Classroom Building at Simi Valley High School will require a new roof. The scope of the work for the roof includes new roof material and flashing.

Because the roofing is a specialized field of construction, the District needs to contract with a waterproofing and inspection professional to conduct inspection and quality assurance on behalf of the District.

A proposal from National Roofing Consultants, Inc. was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is \$15,900.00.
Agreement R25-03259 is attached as Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for National Roofing Consultants, Inc. at Simi Valley High School, the new MPR / Classroom Building Project.

On motion # 92 by Trustee Smollen, seconded by Trustee Jamer
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved
Agreement R25-03259 with the firm of National Roofing Consultants, Inc.

Ayes: Jamer
Johnson Noes: 0 Absent: 0 Abstained: 0
Resnick
Smollen
Pine

Agreement No. R25-03259
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Simi Valley High School New MPR Classroom Project

Dated: February 18, 2025

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES
R25-03259**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18 day of February 2025 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 2, 2025 and will diligently perform as required through the end of DSA project closeout, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Non-collusion Declaration
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Criminal Background Investigation / Fingerprinting Certification
<u> X </u>	Drug-Free Workplace Certification
<u> X </u>	Tobacco-Free Environment Certification
<u> X </u>	Rules of Conduct
<u> X </u>	Insurance Certificates and Endorsements

Compensation. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed fifteen thousand, nine hundred Dollars (\$15,900.00). District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 3.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
 - 3.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Performance of Services.**
 - 7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination.**

11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.2.1. material violation of this Agreement by Consultant; or

11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all

Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

13. Insurance.

- 13.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. Please see the attached Instructions for the Certificate of Insurance and Additional Insured Endorsements for a detailed list of endorsements that we accept.

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

- 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 13.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 13.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
14. **Assignment.** Consultant shall not assign the obligations of Consultant pursuant to this Agreement.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.
- 15.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.
- 15.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.
 - 15.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.
 - 15.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with

all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

16. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
 - 19.1. All site visits shall be arranged through the District;
 - 19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 19.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

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

Consultant:

National Roofing Consultants, Inc.
118 Lincoln Ave
Pomona, California 91767
 Fax: 909-620-6068
 Email: mark@nrcroof.com
 ATTN: Mark Clonts

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

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated:

Dated: 2/12/2025

Simi Valley Unified School District

National Roofing Consultants, Inc

By: _____

By: Mark Clonts

Print Name: Ron Todo
 Print Title: Associate Superintendent Business
 & Facilities

Print Name: Mark Clonts
 Print Title: President

Signed by:

Mark Clonts

D7203B85C36B4CE...

Information regarding Consultant:

License No.: n/a

95.3535855 :

Registration No.: n/a

Employer Identification and/or
 Social Security Number

Address: 118 Lincoln Ave.
 Pomona, CA 91767

Telephone: 909-620-0177

Facsimile: 909-620-6068

E-Mail: Mark@nrcroof.com

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

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: CA
☐ Limited Liability Company
☐ Other: _____

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

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

Consultant shall provide all pre-conference meetings, site visits, construction meetings, special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Simi Valley High School	5400 Cochran Simi Valley, CA 93065	New MPR / Classroom Bldg Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTIONS

1. CONSULTANT'S SCOPE OF SERVICES

- 1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-2 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only.
- 1.2 A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A-1."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.
- 1.3 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

- 2.1 The Consultant is personally responsible for verifying whether every aspect of the work that he or she is responsible to inspect complies with DSA approved documents.
- 2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.
- 2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

- 2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer’s instructions, or other related documents that do not require the approval of DSA.
- 2.3.1.2 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

- 2.3.2.1 Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation.
- 2.3.2.2 Original hand-written reports will be mailed to the client with monthly invoice. If requested, a copy of the daily report will be provided to client’s on-site representative.
- 2.3.2.3 Inspection will be provided during roofing, decking or waterproofing application.
- 2.3.2.4 Inspector will provide a punch list of items: checking all surfaces of finished roof, parapets, flashings, and all other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc. are water tight.
- 2.3.2.5 Coordinate with roofing manufacture for roofing warranty
- 2.3.2.6 Provide written confirmation letter of completion

2.3.3 Reporting

- 2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected
- 2.3.3.2 Keep a log of deviations including status and resolution.
- 2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.4 Frequency of Special Inspections

- 2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period between inspections varies for different type of work, the pace of the construction, the number of workers, the quality
- 2.4.2 of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.
- 2.4.3 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.
- 2.4.4 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building “in-plant” inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 **ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS**

- 3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
- 3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:
 - 3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.
 - 3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.
 - 3.4.3 DSA 152 Inspection Card Manual.

- 4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

General

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required	GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.
Periodic – Indicates that a periodic special inspection is required	LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.
Test – Indicates that a test is required	PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.
	SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

Geotechnical Reports: Project has a geotechnical report, or CDs indicate soils special inspection is required by GE

S1. GENERAL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify that: •Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. •Foundation excavations are extended to proper depth and have reached proper material. •Materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) form for exemptions.)

S2. SOIL COMPACTION AND FILL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Perform classification and testing of fill materials.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input checked="" type="checkbox"/>	b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix (end of this form) form for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.)
<input checked="" type="checkbox"/>	c. Compaction testing.	Test	LOR*	* Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix (end of this form) for exemptions where soils testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil test reporting requirements for the exempt items.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

S3. DRIVEN DEEP FOUNDATIONS (PILES):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	e. Steel piles.	Provide tests and inspections per STEEL section below.		
<input type="checkbox"/>	f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):				
	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable); record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	c. Confirm adequate end strata bearing capacity.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	d. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

	S5. RETAINING WALLS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Placement, compaction and inspection of backfill.	Continuous	GE*	1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See section S2 above).
<input type="checkbox"/>	b. Placement of soil reinforcement and/or drainage devices.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See DSA IR 18-2.
<input checked="" type="checkbox"/>	d. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
<input checked="" type="checkbox"/>	e. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

	S6. OTHER SOILS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Soil Improvements	Test	GE*	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Continuous	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'_c).	Test	LOR	1905A.1.17; ACI 318-19 Section 26.12.
<input checked="" type="checkbox"/>	e. Batch plant inspection: Periodic	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or not required per 1705A.3.3.2 . See IR 17-13. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-19 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-19 Section 26.13, and PCI MNL-128 and -130.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.
<input type="checkbox"/>	c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	Continuous	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
<input type="checkbox"/>	d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	Periodic	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

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Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

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C4. SHOTCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f').	Test	LOR	1908A.2, 1705A.3.9

C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix (end of this form) for exemptions). ACI 318-19 Section 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix (end of this form) for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC**1705A.4; TMS 602-16, Tables 3 and 4.**

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M1. STRUCTURAL MASONRY: (f'm = 2000 psi)				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Mill certificate indicates compliance with requirements for reinforcement, anchors, ties, fasteners and metal accessories. See item C1(b) for identification, sampling and testing of reinforcing steel.	Periodic	SI*	2103A.4; TMS 602-16 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. See IR 17-10 for unidentified reinforcing steel.
<input checked="" type="checkbox"/>	b. Producer's certificate of compliance for masonry units, mortar and grout materials.	Test	LOR	1705A.4, 2103A.2, 2103A.3, 2103A.5; TMS 602-16 Articles 1.5B.2 2.1, 2.2, 2.6A and 2.6B, and Table 6 footnote 3.
<input checked="" type="checkbox"/>	c. Test masonry (f'm).	Test	LOR	1705A.4. For Unit Strength: 2105A.3; TMS 602-16 Articles 1.4B.2, 1.5B.1 & 1.5B.2. For Prism (required when f'm > 2000 psi): 2105A.2; TMS 602-16 Articles 1.4B.3, 1.4B.4, 1.5B.1 & 1.5B.2.
<input checked="" type="checkbox"/>	d. Verify proportions or properties of site-prepared, premixed or preblended mortar.	Periodic	SI	TMS 602-16, Table 3 (row 5), Table 4 Item 1a. DSA PR 20-01. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	e. Verify proportions or properties of site-prepared, premixed or preblended grout.	Periodic	SI	TMS 602-16, Table 3 (row 5), Table 4 Item 2d. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	f. Batch plant inspection: Periodic	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or not required per 1705A.3.3.2 . See IR 17-13. Refer to TMS 602-16 Table 3 and Table 4, Item #3a. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	g. Test core-drilled samples.	Test	LOR	2105A.4. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	h. Inspect preparation of prisms.	Continuous	SI	TMS 602-16 Articles 1.4.B.3 & 1.4.B.4 & Table 4 Item 4.
<input checked="" type="checkbox"/>	i. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	

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1705A.4; TMS 602-16, Tables 3 and 4.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	j. Verify size, grade and type of reinforcement, connectors, and anchor bolts. Verify size and location of structural members.	Periodic	SI	TMS 602-16 Table 4, Items 1c & 3c.
<input checked="" type="checkbox"/>	k. Inspect placement of reinforcement, anchor bolts, and connectors.	Continuous	SI	TMS 602-16 Table 4 Item 2c.
<input checked="" type="checkbox"/>	l. Placement, consolidation, and reconsolidation of grout.	Continuous	SI	TMS 602-16 Table 4 Item 3h.
<input checked="" type="checkbox"/>	m. Inspect placement of masonry units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
<input checked="" type="checkbox"/>	n. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	o. Inspect type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	TMS 602-16 Table 4 Item 3d.
<input checked="" type="checkbox"/>	p. Inspect grout space, including mortar protrusions, prior to placement of grout.	Continuous	SI	TMS 602-16 Table 4 Item 2a.
<input type="checkbox"/>	q. Welding of reinforcing steel.	TMS 602-16 Table 4 Item 3e. Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

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1705A.4; TMS 602-16, Tables 3 and 4.

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M2. VENEER OR GLASS BLOCK PARTITIONS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify proportions of site prepared mortar and grout and/or verify certification of premixed mortar.	Periodic	SI	TMS 602-16 Table 3 (row 5) and Table 4 Items 1a & 2d.
<input type="checkbox"/>	b. Inspect placement of units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
<input type="checkbox"/>	c. Inspect placement of wire, connectors and anchors	Periodic	SI	TMS 602-16 Table 4 Item 2c.
<input type="checkbox"/>	d. Inspect type, size and location of anchors and all other items to be embedded in masonry veneer including details of anchorage of masonry to veneer backing, frames and other construction.	Periodic	SI	TMS 602-16 Table 4 Item 3d.
<input type="checkbox"/>	e. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	f. Test adhered veneer bond strength.	Test	LOR	1410.2.1; TMS 402 Article 12.3.2.4. (Field constructed mock-up laboratory tested in accordance with ASTM C482).

M3. POST-INSTALLED ANCHORS IN MASONRY:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, 1705A.4, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic); ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. (See Appendix (end of this form) for exemptions.)

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1705A.4; TMS 602-16, Tables 3 and 4.

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1705A.4, 1910A.5. (See Appendix (end of this form) for exemptions.)

	M4. OTHER MASONRY:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input checked="" type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. **"Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input checked="" type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
<input checked="" type="checkbox"/>	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input checked="" type="checkbox"/>	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.15, 1705A.15.1, 1705A.15.2, 1705A.15.3, 1705A.15.4, 1705A.15.5, 1705A.15.6.
<input type="checkbox"/>	b. Test density.	Test	LOR	1705A.15.1, 1705A.15.5, ASTM E605
<input type="checkbox"/>	c. Bond strength adhesion/cohesion.	Test	LOR	1705A.15.1, 1705A.15.6, ASTM E736

	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LOR	Identify, sample and test anchor bolts and anchor rods not meeting exemptions identified in Section 1 of IR 17-11.
<input checked="" type="checkbox"/>	b. Threaded rod not used for foundation anchorage.	Test	LOR	Identify, sample and test threaded rods not meeting exemptions identified in Section 1 of IR 17-11.

	S/A10. STORAGE RACK SYSTEMS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	Periodic	SI	Table 1705A.13.7
<input type="checkbox"/>	b. Fabricated storage rack elements.	Periodic	SI	1704A.2.5; Table 1705A.13.7

EXHIBIT "A"

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Storage rack anchorage installation.	Periodic	SI	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
<input type="checkbox"/>	d. Completed storage rack system to indicate compliance with the approved construction documents.	Periodic	SI*	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

	S/A11. Other Steel			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in DSA IR A-22 or the 2022 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill with depth not exceeding 12".

	CONCRETE/MASONRY:
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition shown in Appendix A of IR 21-1.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

	CONCRETE/MASONRY:
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).


Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

	WELDING:
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

Name of Architect or Engineer in general responsible charge:	
Hal Hart, HMC Architects, C 38002	
Name of Structural Engineer (When structural design has been delegated):	
Josh Randall, RTM Engineering, SE S-4506	
Signature of Architect or Structural Engineer:	Date:
	11/08/2024

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number: 03-124559	School Name: Simi Valley High School MPR	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2024-11-08 17:07:16

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293
2. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291
3. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291
4. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
5. Masonry Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
6. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
7. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

**EXHIBIT “B”
CONSULTANTS PROPOSAL**

Consultant’s entire proposal is NOT made part of this Agreement.

Please see Consultant’s proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.



January 21, 2025

P25-013

National Roofing Consultants, Inc. 118 Lincoln Avenue, Pomona, CA 91767 909/620-0177 Fax 909/620-6068

PROPOSAL

CLIENT:

SIMI VALLEY USD

101 W. Cochran St.
Simi Valley, CA 93065

Robin Rickman
805.306.4500 x4477
robin.rickman@simivalleyusd.org

JOB:

SIMI VALLEY HS MULTI-PURPOSE BUILDING

5400 Cochran St.
Simi Valley, CA

WATERPROOFING/ROOFING INSPECTIONS AND FEES

PREVAILING WAGE RATES

2000 **PRE-JOB CONFERENCE - PER TRIP** **FEE \$1,200.00/trip**
CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans. Walk plywood/OSB deck. Check moisture, parapets, low spots, high nails, plywood gaps, seismic straps, drains, flashings, curbs, etc. Discuss roof slope. Verify materials, including warranty, and any other items for new roof application. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

2010 **INSPECTIONS** **FEE \$800.00 x 15 4-hr inspections**
CLIENT INITIAL _____

Inspector will check the deck, plywood gaps, fastening pattern, adhesion, temperature of product, flashings, moisture, etc. to verify proper application/installation. Original hand-written reports will be mailed to the client with monthly invoice. If requested, a copy of the daily report will be provided to client's on-site representative. Inspection can be provided during roofing, decking or waterproofing application. NRC or on-site representative must be notified in advance of any schedule changes. Lack of notification subject to half inspection rate which the Owner can back charge to applicator. Time and one half will be charged for hours over eight (8) in a day and for weekend/holiday work. **The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work in excess of 8 hours/day, 40 hours/week or weekends/holidays.**

2030 **FINAL INSPECTION/PUNCH LIST - PER TRIP** **FEE \$1,200.00/trip x 2 trips**
CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion. Check all surfaces of finished roof, parapets, flashings, etc. Also check other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc.

1060 **ADMINISTRATIVE SERVICE FEE** **FEE \$300.00**

An administrative service fee is charged for additional document preparation including but not limited to the following: registration with an outsourced payment management/procurement company, preparation of additional

PROPOSAL
1/21/2025

SIMI VALLEY USD
SIMI VALLEY HS MULTI-PURPOSE BLDG.

vendor forms, pay applications in addition to and/or in lieu of NRC's standard invoice, schedule of values, 3rd party vendor credentialing/accounts payable, etc. The fee will be charged as one time lump sum.

ESTIMATED TOTAL FEES	\$15,900.00
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THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

PROPOSAL
1/21/2025

SIMI VALLEY USD
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EXHIBIT "A"
P25-013

INSURANCE

National Roofing Consultants, Inc. (hereafter NRC), carries general liability, automobile and State-required worker’s compensation insurance policies. Certificates of insurance are available for all policies. Requests for naming the owner, client, contractor, etc. as additional insured on NRC insurance policies shall be made before start of work. Payment for NRC services shall not be withheld due to lack of additional insured if it was not requested until after the start of work.

TERMS

Signed proposal/contract shall be on file with NRC before paperwork is released. Verbal report is available upon request after completion of inspection. Payment in full of all invoices is expected from the client who signs the contract/proposal. As a consulting firm, NRC provides no materials or construction labor, is not a licensed contractor, is not a sub-contractor, and therefore is **not subject to retention of funds**. NRC shall exercise normal collection procedures if payment is late. The client shall be responsible for prompt payment of all invoices, regardless of financial arrangements they have with any other parties. Payment terms are as follows: Net 30, with invoices unpaid after 30 days being subjected to 18% interest per annum (or 1.5% interest per month). Because NRC also strives to keep overhead low, if a license is required for any job in a city for which NRC does not already hold one, it shall be added to the bill. Return visits to the job after completion shall impose further costs based upon regular NRC fee schedules.

LIABILITY AND INDEMNITY

NRC does not assume responsibility for safety regulations, for permits, licenses, building department inspection, financial integrity of contractor(s), his insurance coverage or integrity of the structure itself. Client agrees that in accordance with generally accepted construction practices, construction contractor shall be required to assume sole and complete responsibility for job site safety of all persons and property.

NRC does not perform “hands on” work but only inspection, and receives proportionately far less remuneration than the sub-contractor or general contractor; therefore, NRC shall not be held liable for those items, which are their (the general and the sub-contractor(s)) responsibilities, i.e. workmanship, leakage, water damage and specification compliance, etc. Client agrees to defend, indemnify and hold NRC harmless from any and all liability, real or alleged, in connection with the performance of services on this project. All claims, including those for negligence or any other cause whatsoever, shall be deemed waived unless submitted in writing and received by NRC within one (1) year after National Roofing Consultants’ completion of services. Client agrees to compensate NRC \$300/hour for additional time including depositions, subpoenas, additional reports, etc.

NRC shall not be held liable in any manner whatsoever for its own or its employees words or actions, for claims arising from error, omission or professional negligence; for any and all damages, including but not limited to any or all costs, attorney fees, litigation expenses, judgments, overrun costs, et cetera, which exceed fees received by NRC.

ACCEPTANCE OF PROPOSAL/CONTRACT

Client agrees to accept services proposed by NRC with regard to the referenced job as outlined herein, by authorized signature below. A signed and dated copy of this document shall be considered a contract. If the client writes a separate contract, this document shall be made a part of that contract. This document shall be signed and returned to the NRC office before work begins. This contract/proposal may be canceled by either party if terms of the contract or the work are not acceptable. Email transmission of signed document is acceptable for start of work.

SIMI VALLEY USD

NATIONAL ROOFING CONSULTANTS, INC.

Authorized Signature

Printed Name

Title / Date

Authorized Signature

Printed Name

Title / Date

**EXHIBIT “C”
CERTIFICATIONS / DECLARATIONS**

NON-COLLUSION DECLARATION

PROJECT: Simi Valley High School New MPR Classroom

STATE OF CALIFORNIA

COUNTY OF LA

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

the President of National Roofing Consultants, Inc the party submitting
(Title) (Bidder Name)

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

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

Executed this 2/12/2025 day of LA, 20 at LA.
(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:
Mark Clonts
(Signature) D7203B85C36B4CE...
Mark Clonts
(Name Printed or Typed)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Mark Clonts the President of
(Name) [SimiLAB3700] (Title)

National Roofing Consultants, Inc. declare, state and certify that:
(Contractor Name)

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

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

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

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

National Roofing Consultants, Inc.
(Contractor Name)

Signed by:
By: Mark Clonts
(Signature) D7203B85C36B4CE...

Mark Clonts
(Typed or printed name)

FINGERPRINT CERTIFICATE

I, Mark Clonts, am the President of
(Print Name) [SimiEDU45125-1] (Title)

National Roofing Consultants, Inc. I declare, state, and certify all of the following:
(Entity)

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

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

Entity's DOJ issued
ORI Number



00000



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 Pomona CA this 2/12/2025 day of February, 2025.
(City and State) [SimiEDU45125-1b]

Signed by:

Mark Clonts
(Signature)
07203885C36B4CE...

Mark Clonts

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Al Mohr

Ed Hadvina

Shaun Mosier

DRUG-FREE WORKPLACE CERTIFICATION

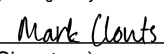
I, Mark Clonts, am the President of
(Print Name) [SimiGOV8350] (Title)
National Roofing Consultants, Inc.
(Contractor Name)

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

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

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.
 2/12/2025

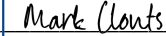
Executed at Pomona, CA this ____ day of _____, 20____.
(City and State)

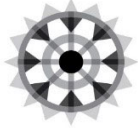
Signed by:

(Signature) C36B4CE...
Mark Clonts
(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:** Simi Valley High School New MPR Classroom**This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") andNational Roofing Consultants, Inc. ("Contractor or Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 2/12/2025Contractor: National Roofing Consultants, Inc.Signature: Print Name: Mark ClontsTitle: President



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Simi Valley High School New MPR Classroom

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

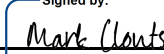
1. **All construction personnel will comply with current CDC/state requirements for COVID-19.**
2. Professional and courteous behavior is expected and will be used at all times.
3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
4. 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.

EXHIBIT "A"
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

<p>Signed by:  _____ Authorized Signature [SimiROC] Mark Clonts _____ Print Name National Roofing Consultants, Inc. _____ Company</p>	<p>President _____ Title 2/12/2025 _____ Date</p>
---	--



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

EXHIBIT "A"

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Certificate Of Completion

Envelope Id: 85B0ADBD-0AD2-43E0-BAE5-0F6CBD48E98F

Status: Sent

Subject: Complete with Docusign: SVHS MPR - NRC Consultant Agreement R25-03259.pdf

Source Envelope:

Document Pages: 52

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Envelopeld Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.39

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

2/10/2025 10:08:57 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

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

Mark Clonts

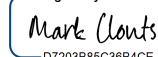
mark@nrcroof.com

President

National Roofing Consultants, Inc.

Security Level: Email, Account Authentication
(None)

Signed by:


D7203B85C36B4CE...

Signature Adoption: Pre-selected Style

Using IP Address: 47.181.78.150

Sent: 2/10/2025 10:29:25 AM

Resent: 2/12/2025 7:51:12 AM

Viewed: 2/12/2025 8:36:24 AM

Signed: 2/12/2025 8:43:54 AM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2025 8:36:24 AM

ID: 57ff49f9-12a1-46ab-8bc5-7067f0e06c6c

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Sent: 2/12/2025 8:43:57 AM

Electronic Record and Signature Disclosure:

Accepted: 1/22/2025 11:58:13 AM

ID: 18d110e4-9072-4971-a86e-d97895268b43

Ron Todo

ron.todo@simivalleyusd.org

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

Accepted: 2/12/2025 8:40:13 AM

ID: 7a280457-a022-491d-9e8d-fa2af344a834

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	2/10/2025 10:29:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

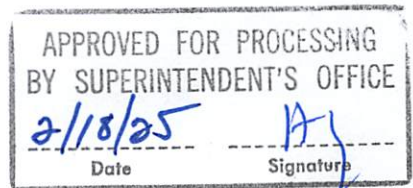
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: AUTHORIZATION TO AWARD BID #B25FS447, HOLLOW HILLS ELEMENTARY SCHOOL FLOORING ABATEMENT

Business & Facilities
Consent #10

February 18, 2025
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Three bids were received on January 30, 2025 for Bid #B25FS447, Hollow Hills Elementary School Flooring Abatement. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Floor Covering Unlimited, Inc.	\$438,500.00	\$43,850.00	\$482,350.00
Lawrence W. Rosine Co.	\$415,000.00	\$41,500.00	\$456,500.00
Rod-West Floor Covering LLC.	Non-Responsive, Not Prequalified		

Additional information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$456,500.00 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #B25FS447, Hollow Hills Elementary School Flooring Abatement, to Lawrence W. Rosine Co. in the amount of \$456,500.00.

On motion # 92 by Trustee Smollen, seconded by Trustee Jamer and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved award of Bid #B25FS447, Hollow Hills Elementary School Flooring Abatement to Lawrence W. Rosine Co.

Ayes: James Dulan Noes: 0 Absent: 0 Abstain: 0

Resnick
Smollen
Pine



TITLE: APPROVAL OF CHANGE ORDER #1 TO LEASE-LEASEBACK B24LS414, SIMI VALLEY HIGH SCHOOL KITCHEN MODERNIZATION PHASE II, TO BALFOUR BEATTY CONSTRUCTION, LLC

Business & Facilities
Consent #12

February 18, 2025
Page 1 of 1

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.

Agreement No. R22-02903 is being utilized as the Master Construction Agreement for assigning projects to Balfour Beatty Construction, LLC.

Fiscal Analysis

Fee Proposal for the following:

\$6,726,329.00 LLB Contract Price
(\$ 919,352.92) Change Order #1 - Credit
\$5,806,976.08 Total Contract Amount, funded with Measure X

Recommendation

It is recommended that the Board of Education approve Change Order #1 to Lease-Leaseback B24LS414, Simi Valley High School Kitchen Modernization, Phase II, to Balfour Beatty Construction, LLC.

On motion # 92 by Trustee Smollen, seconded by Trustee James and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Change Order #1 to Lease-Leaseback B24LS414, Simi Valley High School Kitchen Modernization, Phase II, to Balfour Beatty Construction, LLC.

Ayes: James
Subram Noes: 0 Absent: 0 Abstained: 0
Resnick
Smollen
Pine



CHANGE ORDER

Project Name:	Kitchen Modernization Phase II	Date:	2/13/2025
Site:	Simi Valley High School	Change Order #:	1
Contract Date:	11/6/2023	Bid #:	B24LS414
Contractor:	Balfour Beatty Construction, LLC	PO #:	P24-02724
Address:	13520 Evening Creek Drive North Suite 270 San Diego, CA. 92128	DSA Application #:	03-123469
		Board Date:	2/18/2025

THE CONTRACT IS CHANGED AS FOLLOWS:

Return of Allowances, Alternates and Contingencies. Final Completion date is extended to March 31, 2025 with no additional costs.

Fire Lane Allowance (outside of GMP)		\$ 50,000.00
Allowance #1		\$ 10,915.66
Allowance #2		\$ 2,637.24
Allowance #3		\$ 12,590.77
Fire Lance Allowance Balance to be returned		\$ 23,856.33
DSA Set Allowance (outside of GMP)		\$ 75,000.00
Allowance #1		\$ 9,238.07
Allowance #2		\$ 28,873.44
Allowance #3		\$ 16,156.29
DSA Set Allowance balance to be returned		\$ 20,732.20
District Allowance (outside of GMP)		\$ 520,319.00
Allowance #1		\$ 77,130.26
Allowance #2		\$ 6,024.76
Allowance #3		\$ 43,901.59
Allowance #4		\$ 77,643.52
Allowance #5		\$ 1,728.22
Allowance #6		\$ 37,801.47
Allowance #7		\$ 1,674.53
Allowance #8		\$ (5,090.40)
District Allowance to be returned		\$ 279,505.05
ALTERNATES		
Alternate #1 - Return the 6.05% fee and remaining balance. Costs are shown in subcontractor cost line 142: \$117,000 - \$38,832.52 = \$78,167.48 + 4,729.13 = \$82,896.61		\$ 82,896.61



CHANGE ORDER

Project Name:	Kitchen Modernization Phase II	Date:	2/13/2025
Site:	Simi Valley High School	Change Order #:	1
Alternate #2 - Return the 6.05% fee and remaining balance. Costs are shown in Subcontractor cost line 143: \$124,500.00 + \$7,532.25 = \$132,032.25			\$ 132,032.25
Contractor Contingency			\$ 520,319.00
Allowance #1			\$ 1,252.29
Allowance #2			\$ 24,373.98
Allowance #3			\$ 7,322.77
Allowance #4			\$ 1,220.01
Allowance #5			\$ 3,472.37
Allowance #6			\$ 4,500.00
Contractor Contingency Balance			\$ 478,177.58
Contractor Contingency 25% per contract			\$ (119,544.40)
Contractor Contingency Balance to be returned with 6.05% fees			\$ 380,330.48
ADJUSTMENT TO CONTRACT, TOTAL CREDIT THIS CHANGE ORDER			\$ 919,352.92

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 6,726,329.00	Original Contract Completion Date:	09/30/24
Total Prior Change Orders:	\$ -	New Completion Date:	03/31/25
Contract Sum Prior to this CO:	\$ 6,726,329.00	% for this Change Order	-14%
Amount of this Change Order:	\$ (919,352.92)	% Total Cumulative Change Orders	-14%
Revised Contract Amount:	\$ 5,806,976.08		

SIGNATURES ON NEXT PAGE

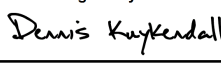



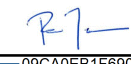


CHANGE ORDER

Project Name:	Kitchen Modernization Phase II	Date:	2/13/2025
Site:	Simi Valley High School	Change Order #:	1

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.

<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Dennis Kuykendall</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Balfour Beatty</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>DocuSigned by:</small>  <small>BB0D172FDF6D443...</small> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">2/19/2025</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Jon Leung</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">HMC</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>DocuSigned by:</small>  <small>F4FE186F0B8424...</small> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">2/19/2025</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">N/A</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Project Manager</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">David Pegg</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Construction Project Manager</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>Signed by:</small>  <small>5C2974F15A66494...</small> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">2/19/2025</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Lori Rubenstein</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Bond Program Manager</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>DocuSigned by:</small>  <small>1A0D8F59B9244E...</small> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">2/19/2025</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Ron Todo</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Associate Superintendent, Business & Facilities</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>DocuSigned by:</small>  <small>09CA0EB1F690455...</small> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">2/20/2025</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div>

DS


Certificate Of Completion

Envelope Id: FE7558C8-8031-49B9-9ED1-E9C004EE14F1

Status: Completed

Subject: Complete with Docusign: Revised SVHS Kitchen Change Order #1.pdf

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Envelopeld Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.39

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

2/13/2025 9:16:38 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

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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

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Resent: 2/18/2025 9:50:45 AM

Viewed: 2/19/2025 11:20:21 AM

Signed: 2/19/2025 11:55:59 AM

Electronic Record and Signature Disclosure:

Accepted: 2/19/2025 11:55:38 AM

ID: 7d5a2802-58dc-43c4-81c3-bed2dc0d74a4

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

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Electronic Record and Signature Disclosure:

Accepted: 12/6/2023 1:30:49 PM

ID: 8c0378f5-9ba3-4035-ba7b-d35b8efd1b25

David Pegg

david.pegg@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication
(None)

Signed by:

David Pegg

5C2374E15A66494...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41

Sent: 2/19/2025 3:38:59 PM

Viewed: 2/19/2025 4:04:24 PM

Signed: 2/19/2025 4:04:47 PM

Electronic Record and Signature Disclosure:

Accepted: 2/19/2025 4:04:24 PM

ID: 1c4d471b-3809-4897-8ea1-fbabb2a91fcd

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Bond Program Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:

LORI RUBENSTEIN

19ADD8F59B9244E...

Signature Adoption: Pre-selected Style


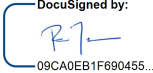
Using IP Address: 172.117.173.124

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Viewed: 2/19/2025 10:17:32 PM

Signed: 2/19/2025 10:17:52 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 2/19/2025 10:17:32 PM ID: d1153714-5691-4919-9d63-0dd91b133745 Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 2/19/2025 10:17:54 PM Viewed: 2/20/2025 7:45:23 AM Signed: 2/20/2025 7:45:59 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2025 7:45:23 AM ID: f2c92258-31c2-4c7b-a9fc-9bd137caef16		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39	Sent: 2/20/2025 7:46:00 AM Viewed: 2/20/2025 8:17:35 AM Signed: 2/20/2025 8:18:23 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2025 8:17:35 AM ID: be97df0b-4afb-48b2-b92b-70b3ca15dae6		
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	2/13/2025 9:19:59 AM
Certified Delivered	Security Checked	2/20/2025 8:17:35 AM
Signing Complete	Security Checked	2/20/2025 8:18:23 AM
Completed	Security Checked	2/20/2025 8:18:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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