

TITLE: RATIFICATION OF AGREEMENT NO. R20-03518 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR ASPHALT CORING AND TESTING

Business & Facilities
Consent #4

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. Asphalt coring and soils testing is needed at parking lots and playgrounds to receive new pavement during the summer of 2020. The firm of NV5 West can provide these services.

Fiscal Analysis

Agreement R20-03518 with NV5 West, Inc. is for an estimated cost of \$18,520.00 (Exhibit "A"). The actual cost will be based on services performed.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-03518 with NV5 West, Inc.

Ayes: Libani
LaBelle
Smdlen Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R20-03518

ASPHALT PAVEMENT CORING AND ANALYSIS AT 7 SCHOOL SITES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of February 11, 2020.

Whereas, the District entered into a written Agreement entitled Agreement A18.453 for On-Going Laboratory of Record Services ("Agreement") which generally establishes the terms and conditions for the LOR's completion of Laboratory of Record Services.

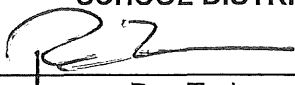
Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of Testing Laboratory of Record Services as enumerated herein.

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

1. **Assigned Project(s) Description.** The Assigned Project is described as follows: Provide testing and reports for existing asphalt pavement at various locations at 7 school sites where the District plans to have the asphalt removed and replaced with new asphalt. The testing will allow the District to specify the amount of pavement and below-grade materials to be removed, and whether any Petromat, or costly to remove materials are present. The testing will also provide R-values of the existing soils for use in specifying the new pavement materials. **The total estimated cost for this testing and reporting is \$18,520.00 per the attached Proposal dated February 6, 2020.**
2. **Assigned Project Form 103;** Not applicable to these testing services.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections, and reports necessary for proper assessment of existing materials and conditions, for publication in the contract documents for projects that will replace the asphalt pavement.
4. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests and reports for asphalt and soils in accordance with industry standards and applicable building codes.
5. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests performed. The pricing for each test shall be in accordance with the attached Proposal dated February 6, 2020.
6. **Agreement Terms.** All terms and conditions of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

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

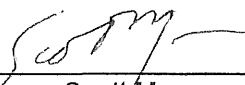
"District"
**SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

By: 

Ron Todo
Associate Superintendent
Business & Facilities

Title: _____

"LOR"
NV5 WEST, INC.

By: 

Scott Moors
Vice-President

Title: _____



Simi Valley Unified School District
 875 East Cochran St.
 Simi Valley, CA 93065

February 6, 2020

Proposal No: 2020.06.0022

ATTENTION: Tony Joseph

Via email:

anthony.joseph@simivalleyusd.org

**SUBJECT: Proposal for Pavement Coring and Thickness Measurement Services
 Seven SVUSD Campuses, Simi Valley, CA**

NV5 is pleased to submit this proposal for Pavement Coring and Pavement Measurement Services for SVUSD's upcoming pavement reconstruction projects at 7 campuses. This proposal is prepared in response to your email request on February 3, 2020. Our estimated scope of services and associated estimated costs are presented below.

NV5's services will include mobilization of a fully-equipped coring truck with diamond core drill, water tank, vacuum, and generator to determine pavement section thickness and presence of pavement fabric. Coreholes will be backfilled with cold-patch asphalt concrete.

Field sampling on playgrounds will be conducted during non-student hours if possible. If coring occurs during student school hours, we request that SVUSD provide District personnel to accompany our technician during fieldwork to monitor / preclude interaction with school children. Core sampling will require deployment of a core truck with water tank and generator onto the playground.

Following pavement coring, coreholes in driveway areas will be hand-augered to determine thickness of aggregate base section and to sample subgrade for classifications and R-Value testing.

Fieldwork at Valley View ES, Simi Valley HS, and Big Springs ES will be prioritized and reported ASAP.

<u>Campus</u>	<u>Description</u>	<u>Drive Area Cores</u>	<u>Playground Cores</u>	
Valley View MS	6 cores - 1 parking lot & 1 playground	4	2	<i>priority site</i>
Simi Valley HS	6 cores - 1 parking lot	6	--	<i>priority site</i>
Big Springs ES	3 cores - 1 parking / drive area	3	--	<i>priority site</i>
Parkview ES	3 cores - 1 parking / drive area	3	--	
Katherine ES	4 cores - 2 playgrounds	--	4	
White Oak ES	2 cores - 1 playground area	--	2	
Adult Ed	6 cores - 2 parking areas	<u>6</u>	<u>--</u>	
Total:		22	8	(30 cores total)

NV5 West, Inc.

1686 Palma Drive, Suite A, Ventura, CA 91320
 Phone: (805) 656-6074

An NV5, Inc. Company
www.NV5.com
 Offices Nationwide

Business & Facilities, Consent #4

NV5 Proposal - SVUSD Campus Pavement Cores

February 7, 2020

Scope of Work and Cost Estimate**Field Personnel Charges**

	Rate	Units	Total
Core Truck & 2 Operators	\$ 315 hr	30	\$ 9,450
Hand Auger Aggregate Base & Sample Subgrade	\$ 315 hr	8	\$ 2,520
Core Truck Mobilization	\$ 215 ea	5	\$ 1,075
Diamond Core Bit Charge	\$ 3.50 in	90	\$ 315
Corehole Backfill Material	\$ 12 ea	35	\$ 420

Laboratory Test Charges

Core Photograph and Measurement	\$ 20 ea	30	\$ 600
R-value Test	\$ 315 ea	6	\$ 1,890

Reporting / Engineering / Management / Administration Charges

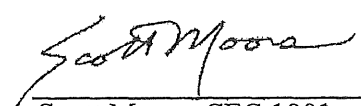
Staff Engineer (reporting)	\$ 120 hr	4	\$ 480
Project Engineer	\$ 165 hr	6	\$ 990
Principal Engineer	\$ 195 hr	4	\$ 780

Subtotal: \$ 18,520**Proposal Conditions:**

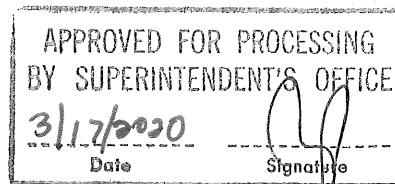
- 1 California Prevailing Wages apply.
- 2 This estimate is provided for budgetary purposes only and is not a lump sum not to exceed cost. Billing will be for actual services provided.
- 3 Added charges will be charged in accordance with the attached 2019 Schedule of Fees.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



 Scott Moors, CEG 1901
 Vice President



TITLE: RATIFICATION OF AGREEMENT NO. R20-03615 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MOLLENHAUER GROUP CIVIL, INC. FOR FIELD SURVEYING AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #5

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education ratified Ongoing Services Agreement A17.322 for ongoing civil engineering services with the firm of Mollenhauer Group Civil, Inc. Civil engineering and field surveying needed for preparation of plans for submission to DSA for siting interim housing at Royal High School for the MPR renovation project.

Fiscal Analysis

The estimated cost for these engineering and surveying services is a not-to-exceed fee of \$21,760.00. The actual cost will be based on civil engineering and surveying services performed.

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

Recommendation

This item is presented for Board of Education ratification.

On a motion # 116 by Trustee Blouck, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-03615 with Mollenhauer Group, Civil, Inc.

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

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R20-03615**

SPOT ELEVATIONS SURVEY AT ROYAL HIGH SCHOOL

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on February 20, 2020.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

- 1. Assigned Project Description.** The Assigned Project is described as follows:

Spot elevation design survey at Royal High School as further described in the attached Proposal from Engineer dated February 18, 2020 (Attachment 1).

- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is civil engineering and surveying.

- 3. Assigned Project Basic Services.** The Basic Services for the Assigned Project are:

Basic Services Phases
Field Spot Elevations Survey for Design of DSA Interim Housing Project including ADA accessibility, path-of-travel. Coordinate with the Architect for surveyor provision of key survey information.
Survey of existing utilities.
Provision of Completed Survey in AutoCad and pdf formats

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

Design Disciplines, Design Consultants
Civil
Other: _____

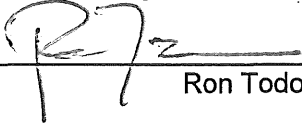
- 5. Assigned Project Schedule.** The Engineer's Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services Phases	Completion Date
Site Surveying.	2/28/20
Delivery of completed survey	3/14/20

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a not-to-exceed fee of **Twenty-One Thousand Seven-Hundred Sixty Dollars (\$21,760.00)**. Billings for up to the Contract Price shall be processed upon receipt of invoices from Engineer for the hourly work performed, based on the Schedule of Hourly Rates included in Attachment 1.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: _____.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

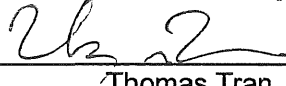
IN WITNESS HEREOF, the District and the Engineer have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: 
Ron Todo

Title: Associate ~~Superintendent~~, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By: 
Thomas Tran

Title: Senior Vice-President, Civil Engineering

Attachment 1



February 18, 2020

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

Attention: Mr. Anthony Joseph
Bond Program Manager

Re: Royal High School- Civil Engineering Design and Survey
MG Proposal # P20.130.004

Dear Mr. Joseph:

In response to your Request for Proposal of February 10, 2020, we are pleased to submit our proposal for design survey services in connection with the subject project.

In reviewing the documentation forwarded to us, we have developed the following civil engineering design scope of services that would be performed by our staff:

SCOPE OF SERVICES

Surveying Services:

Prepare a design survey which will include those items of work noted as follows:

- Spot elevations and contours will be shown as required to fully describe the site.
- All elevations will be based upon current City of Simi Valley bench marks or District provided bench marks.
- Existing utility of record provided by the District will be drawn on the survey to show approximate locations.
- All visible surface indicators within the limits of work will be located on the design survey.
- The survey will be drawn to a scale acceptable to the architect.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899
| t: 213 624-2661
| www.mollenhauergroup.com

Mr. Anthony Joseph
Simi Valley Unified School District
Royal High School – Design Survey
February 18, 2020
September 3, 2019
Page 2 of 5

Civil Engineering Services:

Schematic Design Phase

- Meet with the client to review the project in a kick-off meeting with the rest of the design team.
- Review the project survey for completeness and report findings to the client. Visit the site to view conditions first hand.
- Review the project geotechnical report for completeness with respect to pavement sections.
- Review alternative designs and provide comments within our purview.
- Preparation of schematic grading, drainage and civil utility plans for the on-site improvements at a scale of 1" = 20'.

We propose to delineate this work on a copy of the architectural site plan provided to us in AutoCAD format. During the preparation of this plan we will identify constraints that would affect the development of a sound engineering solution and will solve those problem areas working with your design staff.

This exercise will establish finish floor elevations for the building and locate sanitary sewer, water (domestic and fire), natural gas and, if appropriate, storm drain mains to serve the project.

The plan will be submitted for client approval and will include outline specifications.

Construction Document Phases

- Preparation of on-site finish grading, and civil utility plans for the on-site improvements plans for non-building areas of the site at a scale of 1" = 20'. This work will be delineated on a copy of the landscape architectural site plan provided to us. We will locate all drain inlets and connect those that are not over "structure." Any storm drain inlets over "structure" will be the responsibility of the project mechanical engineer. These plans will identify slopes, drainage patterns, gutter flow-lines, catch basins, and grades for finished surface on pavement, walkways, and driveways. In addition, we will incorporate recommendations of the geotechnical report for site grading and building pad preparation.
- Preparation of a site demolition plan for the subject project to be drawn on an electronically screened copy of the site topographic survey.

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Mr. Anthony Joseph
Simi Valley Unified School District
Royal High School – Design Survey
February 18, 2020
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Page 3 of 5

- Preparation of the appropriate site details, notes and calculations for the grading and utility plans.
- Preparation of technical specification sections covering those items of work being designed by our firm. The specifications will be prepared in accordance with the guidelines set forth by the Construction Specifications Institute and will be presented in both hard copy as well as Microsoft Word-electronic format.
- Attendance at design team meetings when items of a civil engineering nature are to be discussed. We anticipate a maximum of two such meetings will be required on a project of this type.

Bidding/Negotiation Phase

- Assist the client in obtaining and evaluating bids or negotiated proposals.
- Preparation of addenda as appropriate to clarify or change the bid documents.

Construction Administration Phase

- Participate in a Pre-Construction Meeting prior to commencement of work at the site.
- Visit the site at intervals appropriate to the various stages of construction, as we deem necessary, in order to observe the progress of the Work. Such visits and observations by our firm, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to us in our agreement with your firm and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on our exercise of professional judgment observations. We anticipate a maximum of three such visits will be performed.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- Recommend Change Orders to the client as appropriate.
- Review Shop Drawings and Submittals and other data which contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

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Mr. Anthony Joseph
Simi Valley Unified School District
Royal High School – Design Survey
February 18, 2020
September 3, 2019
Page 4 of 5

- Preparation of record drawings for site work based upon information provided by the contractor.

DESIGN FEE

Fee for our civil engineering services will be billed monthly as the work progresses on an hourly basis in accordance with the attached rate schedule with a maximum charge of \$18,825.00 for the work items noted above.

Fee for our surveying services will be a lump sum of \$2,935.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

ASSUMPTIONS

In developing our proposal we have made the following assumptions:

- The Architect will be responsible for the preparation of a fully dimensioned site plan suitable for layout of the project in the field as well as a site demolition plan.
- There will not be a requirement for the development of a SWPPP or a post construction storm water mitigation plan for this project.

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Civil Engineering
Survey + Mapping
3D Laser Scanning
Subdivision Mapping
Construction Surveying

MOLLENHAUER

Mollenhauer Group Survey, Inc.
Schedule of Hourly Rates

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$282.00
Three Person Party	\$350.00
Office Management & Professional Services	
Senior Project Manager	\$187.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$167.00
Project Engineer/Surveyor	\$156.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

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Mr. Anthony Joseph
Simi Valley Unified School District
Royal High School – Design Survey
February 18, 2020
September 3, 2019
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- Our proposal does not include the design of any site walls, steps or ramps. Our plans will indicate the elevations of those items but design and detailing of same will be by your office, your structural engineer or your landscape architect.
- Our proposal does not include the design of any pumps or pumping systems, utility tunnels, medical gas lines, steam lines, chilled water lines, grease interceptors, clarifiers, fuel or oil lines or tanks, regardless of their location on the site. The design and detailing of same will be by the project mechanical engineer.
- Path of Travel corrective grading from the campus to the modular sites is not included within this proposal.
- Total Cost Management (TCM), value engineering, and partnering sessions are not included in our proposal.

CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. We are prepared to start work immediately upon receipt of written authorization of our proposal.

Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



Thomas M. Tran, PE, QSD
Sr. Vice President, Civil Engineering.

Authorization to Proceed:

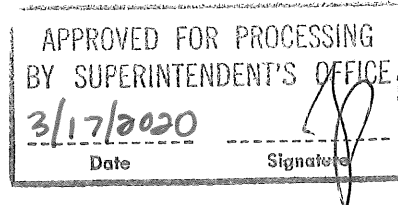
By: _____

Title: _____

Date: _____

Enclosures:
Standard Terms and Conditions

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**TITLE: APPROVAL OF AGREEMENT NOS. A20.082 AND R20-03444
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
KENCO CONSTRUCTION SERVICES, INC. FOR ONGOING
INSPECTION SERVICES AND FOR INSPECTION OF THE ROYAL
HIGH SCHOOL MPR RENOVATION PROJECT**

Business & Facilities
Consent #6

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

Fiscal Analysis

Agreement No. A20.082 (Exhibit A) is a no-cost master services agreement for provision of project inspectors required by DSA. Agreement No. R20-03444 (Exhibit B) is for providing a project inspector for the Royal High School MPR Building Renovation Project for an estimated amount of \$285,120.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement Nos. A20.082 and R20-03444 for ongoing inspection services, and for provision of a project inspector for the Royal High School MPR Building Renovation Project with the firm of Kenco Construction Services, Inc.

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement Nos. A20.082 and R20-03444 with Kenco Construction Services, Inc. for ongoing inspection services and for provision of a project inspector for the Royal High School MPR Renovation Project.

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

AGREEMENT A20.082 FOR ON-GOING PROJECT INSPECTOR SERVICES

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

RECITALS

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

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

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

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

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

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

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

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

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

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

1. Project Inspector Services

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

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

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

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

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

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

2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.

2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.

2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.

2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s) construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.

2.14. Additional Project Inspector Services. ~~Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described herein by written notice to the Inspector Firm. If~~ Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project

2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance

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

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

3. District Responsibilities

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

4. District Payments.

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

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

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

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

5. Insurance; Indemnity

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

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

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

5.7. Indemnity.

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

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

6. Term; Time

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

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services

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

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.
8. Miscellaneous
 - 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
 - 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
 - 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
 - 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
 - 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

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

If to District:

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

If to Inspector Firm:

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

8.8. Disputes.

8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.

8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.

8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.

8.8.4. Binding Arbitration.

8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in controversy between the District and the Inspector Firm which are not resolved by

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

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

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

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

9. Definitions.

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

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

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

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

"DISTRICT"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent of Business
& Facilities

"INSPECTOR FIRM"

Kenco Construction Services, Inc.

By: 
Ken Hinge 2-5-20

Title: President

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

AGREEMENT R20-03444

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

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

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

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

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

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

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

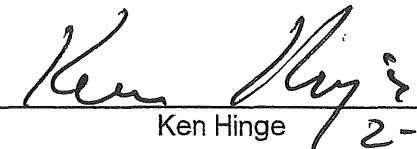
The District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
 Ron Todo

Title: Associate Superintendent

"Inspector Firm"
Kenco Construction Services, Inc.

By: 
 Ken Hinge 2-5-20

Title: President

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

PROJECT: ROYAL HIGH SCHOOL MPR BUILDING RENOVATION

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

Attachment 2



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

DSA Cert #4922 – Class 1.

EIN #27-2782038

SOS Corp. # 3245180

*"Building Safer Schools"***Proposal for DSA Inspection.****Date:** 02-03-20**Project Client:** Simi Valley Union School District
1014 Cochran St. Simi Valley, Ca. 93065**Project Name:** Royal High School – MPR Renovation/Addition
1402 Royal Ave. Simi Valley, Ca. 93065**DSA App. Number:** A# 03-118787 File #: 56-H6**Scope of Work:** One onsite DSA certified inspector for the Renovation and Alteration of the Royal HS MPR, Building M (A#27167, #03-107180). Including associated site work. Fire Alarm system and utilities. Including all required DSA documentation.**Project Rate:** \$90.00 per hour for DSA Inspections. 8 hrs. a day, not to exceed 40 hrs. per week.Estimated project start date: April 1st, 2020Estimated project completion date: August 31st, 2021

18 months (396 days, 3168 hrs.)

Estimated Proposal \$ 285,120.00

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

Project Inspector Agency Agreement and Contract Duties:

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

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

Page 1

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

Business & Facilities, Consent #6

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

X **Ken Hinge**
Digitally signed by Ken Hinge
 DN: cn=Ken Hinge, o=KenCO, ou=DSA,
 email=kenhinge@kenco-inc.com, c=US
 Date: 2020.02.03 16:00:08 -0800

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

X _____

District Authorized Agent
 Simi Valley Unified School District
 Date:

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

Timothy D. Hoyt

659 Camino De La Luna
Newbury Park California 91320

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

Profile

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

Summary of Qualifications

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

DSA PROJECT INSPECTOR & PROJECT MANAGER

Professional experience

JUNE 2019 TO PRESENT

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

DSA INSPECTOR OF RECORD – Class 1

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

MARCH 2017 TO MAY 2019

OXNARD SCHOOL DISTRICT, OXNARD, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

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

NOVEMBER 2016 TO MARCH 2017

SAN DIEGO CENTRAL COURTHOUSE, SAN DIEGO, CALIFORNIA

SPECIALTY FIRE ALARM INSPECTOR

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

November 2011 TO OCTOBER 2016

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – CLASS 1

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

2010 TO 2011

SIMI VALLEY UNIFIED SCHOOL DISTRICT, SIMI VALLEY, CALIFORNIA

DSA INSPECTOR OF RECORD – CLASS 1

- **Royal High School** Science Building Addition and Modernization, Boys Locker room Modernization: **\$3 Million** DSA# 03-113094.

2009 TO 2010

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – CLASS 1

- **Pierce College** PE Renovation Project – New Wellness Pool, Olympic Pool, (2) Gymnasiums, Fieldhouse, Snack bar, Restrooms & Upgrade Bleachers: **\$18 Million** DSA# 03-111188.

1996 TO 2008

LAS VIRGENES UNIFIED SCHOOL DISTRICT, CALABASAS, CALIFORNIA

SENIOR DSA INSPECTOR and SENIOR PROJECT MANAGER - Projects in excess of \$210 Million.**Master planning and implementation of Bond Measure G projects: \$128 Million**

- Master Planning of **Performing Arts Theatres** on **Agoura HS** and **Calabasas HS** campuses: **\$18.3 Million each**.
- Upgraded Technology and Security to all campuses.
- Increased parking capacity to most campuses.
- Planned, coordinated, managed and inspected Relocation of **Indian Hills HS** and **District Community Learning Center**.
- **Agoura HS** stadium Toilet Facility and rubberized Track replacement.
- Refurbishment of **Calabasas HS** campus Toilets and various landscaping projects.

Master planning and completion of Bond Measure R projects: \$93 Million

- **A.C Stelle Middle School** Phases 1, 2 and 3 construction cost in excess of **\$38 million** DSA# 03-104716.
- **Modernizations** to seven (7) campuses.
- Construction of five (5) **Multi-Purpose Buildings and Additions**.
- Construction of five (5) **Cellular Sites**.
- **Buttercup Pre-School** Designed and managed construction DSA# 03-100853.
- **Bay Laurel ES, Sumac ES, Round Meadow ES, Yerba Buena ES, Chaparral ES, Lupin Hill ES, Willow ES, White Oak ES.** Class size Reduction, (27) Relocatable Classrooms and site work DSA#s 03-66879, 03-66880.

Numerous other **Relocatable Projects**, non-DSA projects and **Deferred Maintenance Projects** and other funding sourced projects: **\$67 Million**.

1996

PLEASANT VALLEY SCHOOL DISTRICT, CAMARILLO, CALIFORNIA

DSA INSPECTOR OF RECORD and Project Manager

- **Los Primeros Elementary School** Modernization: **\$2.5 million** DSA# 03-62434.
- **Camarillo Heights Elementary School** Modernization: **\$2.4 million** DSA# 03-62432.
- **Los Posas ES, Monte Vista ES, Los Primeros ES, Tierra Linda ES, Los Altos ES, El Rancho ES, Valle Lindo ES, Santa Rosa ES.** (25) Relocatable Classrooms and site work in excess of **\$1 million**.

1994 TO 1996

LAS VIRGENES UNIFIED SCHOOL DISTRICT, CALABASAS, CALIFORNIA

DSA INSPECTOR OF RECORD and Project Manager

- **FEMA Earthquake** Project Management and Inspection of repairs in excess of **\$2 million** to 10 of 13 school sites DSA#s 03-62224, 03-62419.
- Various **Deferred Maintenance Projects: \$280,000.00**
- **Lupin Hill Elementary School** Relocatables and toilet buildings project: **\$550,000** DSA# 03-61277.
- **Chaparral Elementary School** Addition - phase 1 project: **\$1.2 Million** DSA# 03-60443.

DSA INSPECTOR OF RECORD

1993 TO 1994

PLEASANT VALLEY SCHOOL DISTRICT, CAMARILLO, CALIFORNIA

- **Tierra Linda Elementary School** 60,000 sq. ft. TYPE V Construction in excess of **\$14.6 million** DSA# 03-57024.

- 1991 TO 1993 MOORPARK UNIFIED SCHOOL DISTRICT, MOORPARK, CALIFORNIA
- **Moorpark High School** phase 3 and 4. 48455 sq. ft. including TYPE VI one hour rated **Performing Arts Building**, 5 Classroom Buildings and Football Stadium project in excess of **\$17 million** DSA# 03-52769.
- 1989 TO 1991 SANTA BARBARA COMMUNITY COLLEGE DISTRICT, CALIFORNIA
- **Santa Barbara Community College** Student Services Center remodel; TYPE V with new steel Frame and lightweight concrete Mezzanine Floor in excess of **\$14.5 million** DSA# 03-51299.
- 1989 GLENDALE UNIFIED SCHOOL DISTRICT, GLENDALE, CALIFORNIA
- **John Muir Elementary School** Two story addition with automatic fire sprinkler system, TYPE V one hour rated, grouted masonry and steel frame construction in excess of **\$5.5 million** DSA# 03-51029.
- 1986 TO 1989 MOORPARK UNIFIED SCHOOL DISTRICT, MOORPARK, CALIFORNIA
- **Campus Canyon Elementary School** 31,000 sq. ft. TYPE V non-rated wood frame construction, with asphalt composition shingle roof: **\$13 million** DSA# 03-48317.
 - **Moorpark High School** – phase 1 and 2 Assistant Inspector.

INTERNATIONAL EXPERIENCE – Construction Supervisor

- 1984 TO 1986 C.A. Biffen Construction, Zimbabwe, Africa.
- General Construction Supervisor – Industrial and Housing Projects.
- 1982 TO 1984 Burger & McBean Construction co., Zimbabwe, Africa.
- General Construction Supervisor – Industrial and Housing Projects.
- 1978 TO 1980 Matabeleland Christian Mission, Zimbabwe, Africa.
- Trainee Construction Supervisor – Schools and Churches.

Education

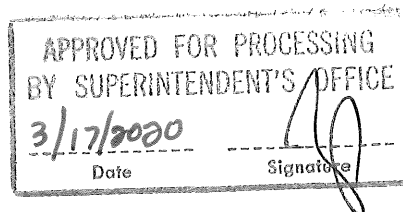
- 1980 to 1983 Bulawayo Technical College, Zimbabwe, Africa.
- Lincoln High School graduate, Lincoln, Illinois.

Awards received

- 1999 City Of Agoura Hills - LETTER OF COMMENDATION FOR SAFETY AND TRAFFIC FLOW DESIGN.
- 1999 City Of Calabasas - SCHOOL AREA SAFETY COMMITTEE CERTIFICATE OF APPRECIATION.

References

- David Fateh – Office 805-385-1514 ext. 2501
(Previously Director Of Facilities, Oxnard School District)
- Rodney Norris - Cell 213-999-3564
District Senior Construction Inspector, Los Angeles Community College District
- Matt Fulton - Cell 310-750-5357
(Previously Project Manager, BuildLACCD/DRB Associates)
- Dr. Donald Zimring - Cell 818-943-0802
(Previously Superintendent, Las Virgenes Unified School District)
- Alan Camerano - Cell 909-772-1676
DC Architects
- Gladys Bowen - Cell 626-437-6846
(Previously Steinberg Architects)



TITLE: RATIFICATION OF AGREEMENT NO. R20-03698 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT SERVICES

Business & Facilities
Consent #7

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 5, 2018 the Board of Education approved Ongoing Services Agreement A18.686 for hazardous materials consultant services with the firm of Clark Seif Clark, Inc. Services are needed for construction phase testing and monitoring associated with the Knolls ES Renovations to Classrooms Project at Building #7.

Fiscal Analysis

The estimated cost for hazardous materials consultant services agreement R20-03698 (Exhibit "A") with the firm of Clark Seif Clark, Inc. is \$7,874.00. The actual cost will be based on hazardous materials consultant services performed.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 116 by Trustee Molough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-03698 with Clark Seif Clark, Inc.

Ayes: J. Braun
LaBelle
Smollen Noes: 0 Absent: 0 Abstained: 0

**AGREEMENT NO. R20-03698
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of August 7, 2019.

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement A18.686 entitled Agreement for On-Going Hazardous Materials Consultant Services ("Agreement") generally establishing terms and conditions for the Hazardous Materials Consultant's services for Projects assigned by the District to the Hazardous Materials Consulting Firm for completion of Hazardous Materials Consultant Services.

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

NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provide Asbestos construction phase monitoring for abatement removal of Asbestos flooring at Knolls Elementary School Rooms 41, 42, 43, and 44 at Building #7. The abatement work is scheduled to take place during the Spring Break between March 23 and March 27, 2020.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:
Perform monitoring and testing as necessary for proper abatement removal and disposal of ACM floor tile, mastic and base, and as necessary for compliance with applicable regulations. Provide assistance with any notifications required with authorities having jurisdiction.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated February 14, 2020.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Seven-Thousand eight-Hundred Seventy-Four Dollars (\$7,874.00) ("Assigned Project Contract Price")**. Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Twenty (20) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the

District's review and assessment.

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

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

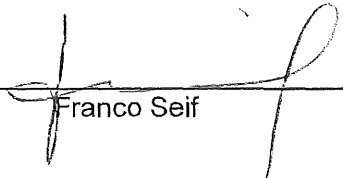
"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: 

Ron Todo

Title: Associate Superintendent
Business & Facilities

"Hazardous Materials Consulting Firm"
CLARK SEIF CLARK, INC.

By: 

Franco Seif

Title: President / CEO



Attachment 1

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

February 14, 2020

Mr. Marc Cunningham
Simi Valley Unified School District

Re: **Knolls Elementary School**
6334 Katherine Road
Simi Valley, CA 93063

Dear Mr. Cunningham:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform abatement supervision/asbestos air clearance services at the above-referenced property. Per our communication with you via email on February 14, 2020, we have acquired the technical requirements for this fee proposal. It is our understanding that the scope of work includes the removal of asbestos-containing floor tile and mastic in rooms 41, 42, 43, and 44, Building #7. The abatement should last 5 days, starting March 23 and ending March 27, 2020. The work shall be performed as per agreement number A18.686 between Simi Valley Unified School District and CSC.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$7,874.00. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

In order for CSC to proceed with this work, we require your written authorization.

FEE PROPOSAL

Table 1 – Estimated Cost

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Project Manager	\$130.00/Hour	4	\$520.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	48	\$4224.00
Clerical	\$65.00/Hour	2	\$130.00
PCM Air - 8 Hr TAT	\$25.00/Sample	20	\$500.00
TEM Air - 24 Hr TAT	\$125.00/Sample	20	\$2500.00

Total Estimated Costs **\$7,874.00**

Expedited (RUSH) Sample Turn Around

- o Next Day Priority Analysis Billed at 150% of Standard Fee
- o Same Day Priority Analysis Billed at 200% of Standard Fee

Labor Overtime

- o Over 8 Hours Per Shift Billed at 150% of Standard Fee
- o Weekend Work Billed at 150% of Standard Fee

CSC, Inc.

PO Box 4299, Chatsworth, CA 91313 * TEL 818-727-2553 * FAX 818-727-2556
csc@csceng.com - www.csceng.com

Knolls Elementary School
6334 Katherine Road
Simi Valley, CA 93063
Project ID: 1028834

Page 2 of 2

SCOPE OF WORK

The scope of work the following:

- Review asbestos abatement contractor's submittals;
- Perform 5 days of on-site monitoring of abatement contractor;
- Document contractor's activities and develop daily logs;
- Collect daily background PCM air samples during the abatement;
- Collect final TEM air clearance as required by AHERA, total 5 indoor samples in each classroom; and
- Provide the SVUSD with a final closeout report.

TERMS & CONDITIONS

As stipulated in agreement number A18.686 between Simi Valley Unified School District and CSC.

Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

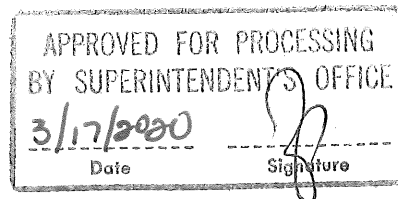
Sincerely,



Franco A. Seif, PE
Principal

CSC, Inc.

PO Box 4299, Chatsworth, CA 91313 * TEL 818-727-2553 * FAX 818-727-2556
csc@csceng.com - www.csceng.com



TITLE: APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR CRESTVIEW ELEMENTARY SCHOOL THROUGH MEASURE X FUNDING

Business & Facilities
Consent #8

March 17, 2020
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

As the District continues to upgrade classrooms with new furniture, the Educational Services Department has identified 22 classrooms at Crestview Elementary School. Installation is being planned for late July 2020.

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

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$246,901.89	US Communities R-TC-18004
KI	\$22,207.48	CACB14518G FCCC-CSU
Safco	\$4,084.13	NIPA TCPN R142211
Hon/Bluespace	\$35,655.85	NIPA TCPN R142208
School Specialty	\$43,770.54	OMNIA R190503
Culver Newlin	\$19,804.55	Torrance USD 10-04.09.19
Lakeshore Learning Materials	\$21,665.33	PACE P00173
CDW-G	\$5,079.36	Irvine 19/20-01
School Outfitters	\$16,567.04	TIPS 170302 (Multiple Vendor Award)
Total	\$415,736.17	
Allowance 7.5%	\$31,180.21	
Total with 7.5% Allowance	\$446,916.38	

Fiscal Analysis

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

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of classroom furniture for Crestview Elementary School.

Ayes: Juban
LaBelle
Smollen Noes: 0 Absent: 0 Abstained: 0

**TITLE: APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR
 CRESTVIEW ELEMENTARY SCHOOL THROUGH MEASURE X
 FUNDING**

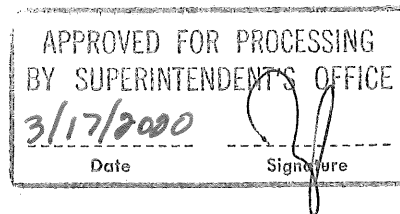
Business & Facilities
Consent #8

March 17, 2020
Page 2 of 2

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

Recommendation

It is recommended that the Board of Education approve the purchase of classroom furniture for Crestview Elementary School.



**TITLE: APPROVAL OF AGREEMENT NOS. A20.089 AND R20-03756
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
PREMIER INSPECTION SERVICES FOR ONGOING INSPECTION
SERVICES AND FOR DSA CLOSEOUT SERVICES**

Business & Facilities
Consent #14

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required to obtain DSA final certification for 4 portable buildings as part of obtaining plan check approval to construct a new classroom building at Royal High School. The firm of Premier Inspection Services is on the list of inspection firms approved by the Board of Education on December 12, 2017, and has the qualifications and experience required for these services.

Fiscal Analysis

Agreement No. A20.089 (Exhibit A) is a no-cost master services agreement for provision of inspection services required by DSA. Agreement No. R20-03756 (Exhibit B) is for providing DSA closeout services for 4 portable buildings at Royal High School for an estimated total fee of \$7,200.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement Nos. A20.089 and R20-03756 for ongoing inspection services, and for DSA closeout services for 4 portable buildings at Royal High School with the firm of Premier Inspection Services.

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement Nos. A20.089 for ongoing inspection services and R20-03756 for DSA closeout services with the firm of Premier Inspection Services.

Ayes: Jubae Noes: 0 Absent: 0 Abstained: 0
La Belle
Smollen

AGREEMENT A20.089 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into March 18, 2020 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District")** and **Premier Inspection Services ("Inspector Firm")**; the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

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

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

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

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

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

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

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

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

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

1. Project Inspector Services

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

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

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

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

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

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

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

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

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

3. District Responsibilities

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

4. District Payments.

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

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

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

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

5. Insurance; Indemnity

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

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

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

5.7. Indemnity.

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

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

6. Term; Time

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

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services

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

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

8. Miscellaneous

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

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

If to District:

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

If to Inspector Firm:

Shelby Parsons
Co-Owner
Premier Inspection Services
1045 Foothill Boulevard
La Canada, CA 91011

8.8. Disputes.

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

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

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

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

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

9. Definitions.

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

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

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

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

"DISTRICT"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent of Business
& Facilities

"INSPECTOR FIRM"

Premier Inspection Services

By: _____
Shelby Parsons

Title: Co-Owner

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

AGREEMENT R20-03756

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Premier Inspection Services ("Inspector Firm") as of March 18, 2020.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A20.089 for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of DSA closeout services for 4 portable buildings located at Royal High School, DSA A#03-108014.
2. Administrative and Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspector. The Inspector Firm designates Byron Elberts, DSA Class 3 Certification #1985 as the Project Inspector as identified in Exhibits 1 and 2 to this PAA for completion of closeout for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment, and also includes all projected costs related to AB-5, which becomes effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Administrative Services portion for the Assigned Project is an estimated amount of **Three-Thousand Seven-Hundred Fifty Dollars (\$3,750.00)**. The Project Inspector Services for the Assigned Project is an estimated amount of **Three-Thousand Four-Hundred Fifty Dollars (\$3,450.00)**. **The total estimated amount for the services under this agreement is Seven-Thousand Two-Hundred Dollars \$7,200.00** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated March 2, 2020 (Exhibit 2). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to perform closeout services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Administrative or Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Administrative and Project Inspector Services.
5. Term of PAA. The Inspection Firm and District estimate these closeout services to require Sixty (60) calendar days on a part-time basis, for the Inspection Firm to complete the closeout services for DSA certification of the portable buildings. If DSA final certification is not obtained within the Term established above, the Inspection Firm shall request an extension of the Term, without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If DSA final certification is not obtained within the Term established above, and the Assigned Project Contract Price is exhausted, the Assigned Project Contract Price is subject to

adjustment by the District, at the sole discretion of the District.

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

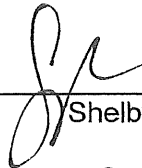
The District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent

"Project Inspector"
Premier Inspection Services

By:  _____
Shelby Parsons

Title: Co-Owner

**EXHIBIT 1 TO AGREEMENT R20-03756
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

PROJECT: CLOSEOUT FOR 4 PORTABLES AT ROYAL HIGH SCHOOL

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Byron Elberts	1985	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	Not applicable
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	Not applicable
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	



Exhibit 2

Premier Inspection Services

March 2, 2020

Mr. Pedro Avila
 Director of Facilities and Planning
 Simi Valley Unified School District
 101 West Cochran
 Simi Valley, CA 93065

RE: Closeout Services of A#03-108014 (Royal HS – Four Relocatable Buildings)

Scope of Services:

Close-out services for the project for the above A# are estimated to require up to 50 hours, at an hourly rate of \$75.00. Invoices are to be billed on a time and material basis. Reimbursable expenses will be billed at actual cost plus 15%. Total services are estimated to be **\$3,750** (any additional costs will be approved by Pedro Avila).


The District is solely responsible for all re-opening fees and any further fees that DSA requires in order to successfully close out each project.

DSA Class 3 project inspections that might be needed will be provided by Premier Inspection Services' inspector Byron Elberts (DSA Certification #1985) at an hourly rate of \$85.00. Total IOR services are estimated not to exceed 40 hours, NTE amount to be **\$3,400**.

Fee Breakdown is as follows:

<u>Classification</u>	<u>Hourly Cost</u>	<u>NTE Amount</u>
Administrative Services	\$75.00/Hour	\$3,750
DSA Class 3 IOR Services	\$85.00/Hour	\$3,400

Shelby Parsons will be your primary contact person for this submittal. If you have any questions, please do not hesitate to contact me directly at my cell (818) 279-1492, fax (818) 864-6543, or shelby@preminspect.com



 Shelby Parsons, Co-Owner

03/02/2020

 Date

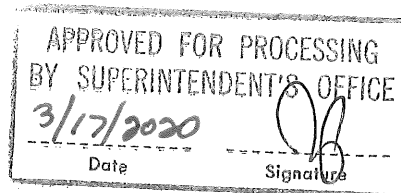
 Simi Valley Unified School District

 Date



Teaming To Build A Better And Safer Tomorrow

1045 Foothill Boulevard, La Cañada, CA 91011 P (818) 952-8144 F (818) 864-6543 www.preminspect.com



TITLE: APPROVAL OF AGREEMENT NO. R20-03718 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR THE MPR BUILDING AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #15

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Geotechnical engineering services are required for the construction of renovations to the MPR Building at Simi Valley High School. Earth Systems has provided geotechnical engineering services for the design of this project, and can provide geotechnical engineering services during construction.

Fiscal Analysis

The total cost for these geotechnical engineering services for the MPR Building Renovation Project at Simi Valley High School is \$26,400.00. Agreement R20-03718 is attached as Exhibit "A". These services will be funded with Measure X Funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. R20-03718 for geotechnical engineering services required by the DSA (Division of State Architect) for assessment and reporting on the geologic and soils conditions at the proposed location(s) for the renovation of the MPR Building at Simi Valley High School with the firm of Earth Systems.

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-03718 with Earth Systems for geotechnical engineering for renovations to the MPR Building at Simi Valley High School.

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

La Belle
Smollon

AGREEMENT NO. R20-03718 FOR CONSULTANT SERVICES

AGREEMENT made as of the 18th day of March, 2020,

between the District:

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

and the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services at Simi Valley High School** identified on the attached Proposal from Consultant dated February 19, 2020, (Attachment "A" to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

- 1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.6 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.7 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.8 **Basic Services Schedule.** Work to be completed on an as needed basis expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Work is set to begin on or about March 23, 2020 with a completion date on or about November 1, 2020.

CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is an estimated fee of Twenty-Six Thousand Four-Hundred Dollars (\$26,400.00) per the attached Proposal (Attachment "A") dated February 19, 2020.
- 1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.
- 1.11 **Additional Services.** No Additional Services are authorized under this agreement.
- 1.12 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

- 1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.

- 1.14 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 1.16 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 1.17 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

- 1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.
- 1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:
- | | |
|----------------------|-----------------------------------|
| Workers Compensation | In accordance with applicable law |
| Employers Liability | \$1,000,000 |

SIMI VALLEY UNIFIED SCHOOL DISTRICT

3

Geotechnical Engineering Consulting Services

Agreement R20-03718 Earth Systems – Simi Valley HS MPR Renovation

Commercial General Liability (including coverage for bodily injury, death, and property damage)

Per Occurrence \$1,000,000

Aggregate \$2,000,000

Professional Liability

Per Occurrence \$1,000,000

Motor Vehicle Liability

Per Occurrence \$1,000,000

- 1.20 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 1.22 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 1.23 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 1.24 **Indemnity.**
- 1.24.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of

Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

- 1.24.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

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

TERMINATION; SUSPENSION

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

Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

- 1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

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

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

Simi Valley Unified School District
 101 W Cochran Street
 Simi Valley, CA 93065
 Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Earth Systems
 1731-A Walter Street
 Ventura, CA 93003
 Attn.: Patrick Boales, Engineering Geologist

- 1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 1.37 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 1.38 **Disputes.**
- 1.38.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration

proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

- 1.38.3 **Government Code Claims.** Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 1.39 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 1.40 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 1.41 **Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 1.42 **Consultant Contact Information.**

Consultant Contact Name: Patrick Boales
 Business Phone: 805-642-6727 Fax: 805-642-1325
 E-mail: pboales@earthsystems.com
 Federal Tax ID Number or SSN: 95-4709565
**Consultant must provide a W-9 (attached)*

Are you or any of your employees current or former employee of the District?

☐ Yes ☒ No

If yes, state the date you last worked? _____

Are you related to any employee (s) of the District? ☐ Yes ☒ No

If yes, please identify the individuals (s): _____

- 1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved this Agreement and the provisions hereof.

- 1.44 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 1.45 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT:

By: _____
Ron Todo, Associate Superintendent
Business & Facilities

EARTH SYSTEMS:

By: Patrick Boales
Patrick Boales, Senior Vice-President

ATTACHMENT B
FINGERPRINT CERTIFICATE

I, Patrick Boales, am the Senior Vice President of Earth Systems Pacific. I declare, state, and certify all of the following:

(Print Name) (Title) (Entity/Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 details three (3) methods for ensuring the safety of pupils as described below.
 - A. Installation of a physical barrier.
 - B. Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - C. Surveillance of contractor's employees by school personnel.

The District requires Entity/Contractor to be able to comply with method (B) above. As such, Entity/Contractor must have a California Department of Justice issued ORI number under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove individual identified from District sites.

Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.

Entity/Contractor





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/Contractor having an ORI number, the District may allow Entity's/Contractor'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, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; 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/Contractor and I understand that if the District determines that Entity/Contractor 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.
4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. 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/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor'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/Contractor is performing work. If Entity/Contractor is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance, cannot be achieved, then Entity/Contractor shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity/Contractor has remedied the issues which may lead to Unsupervised Contact with students.

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

Executed at _____ this _____ day of _____, 20____.

(City and State)

(Signature)

(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

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

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



Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

February 19, 2020

Proposal No.: VEN-20-02-022

Simi Valley Unified School District
Attention: Anthony Joseph
1755 Blackstock Avenue
Simi Valley, CA 93065

Project: Simi Valley High School Multipurpose Building Additions
5400 Cochran Street
Simi Valley, California
Subject: Proposal to Provide Geotechnical Engineering Observation and Testing Services during Construction

INTRODUCTION AND PROJECT DESCRIPTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering observation and testing services, and materials inspection and testing services during the construction of two additions to the existing multipurpose building on the campus of Simi Valley High School located at 5400 Cochran Street in the City of Simi Valley, California.

The project will include construction of additions on opposite sides of the existing multi-purpose building, as part of renovating of the existing building. The addition on the north side of the existing multi-purpose building will be approximately 885 square feet with a canopy along the northern side, and the addition to the south side will be approximately 620 square feet. New construction will also include concrete flatwork and underground utilities.

Proposed Testing and Inspection Services

Based on information provided in the project plans, Earth Systems proposes to perform the geotechnical observation and testing services during the construction phase of the subject project. We understand that NV5 will be the materials testing lab of record.

Compaction Testing

Our technicians will provide compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within fill areas, utility trench backfills, and prepared subgrade. In-place field density tests will be performed in accordance with ASTM D2922 and ASTM D3017 (nuclear gauge). Testing of these materials will be performed in the areas designated on the plans. Test results will be documented in written reports upon completion of compaction operations.

February 19, 2020

-2-

Proposal No.: VEN-20-02-022

Laboratory Testing of Soils and Aggregates

Laboratory testing will be performed on samples of the engineered fill, trench backfill material, aggregate base materials for compliance with the project requirements. Tests will include determination of maximum dry density and optimum moisture content.

Foundation Observations and Premoistening Verification

A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. Reports documenting the findings will be produced.

Project Management, Engineering Review, Consultation, and DSA Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

BASIS FOR CHARGES

The basis of the estimates of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2020, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

As mentioned previously, a detailed construction schedule has not been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. Our estimated costs are based on the understanding that all of the on-site services proposed herein are subject to Prevailing Wage law.

TOTAL ESTIMATE FOR PROJECT:**\$26,400.00**

The Client will be notified when the actual fees reach 90 percent of the estimated amount, and authorization for additional funds, if needed, will be requested prior to exceeding the estimated budget.

TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide

EARTH SYSTEMS

February 19, 2020

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Proposal No.: VEN-20-02-022

sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

February 19, 2020

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Proposal No.: VEN-20-02-022

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

February 19, 2020

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Proposal No.: VEN-20-02-022

Upon acceptance of this proposal, please sign and date a and return a signed copy to Earth Systems Pacific, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,
EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Anthony P. Mazzei
Geotechnical Engineer No. 2823/ Managing Principal

Client Signature



Patrick V. Boales
Engineering Geologist No. 1346/Sr. Vice President

Client Name and Title (in print)

Date

Note: Please provide accounts payable information if different than contact person.

Enclosure: January 1, 2020 Fee Schedule

Copies: 1 – Anthony Joseph, SVUSD (via email)
1 - Proposal File



Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

FEE SCHEDULE

Effective January 1, 2020

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

HOURLY CHARGES FOR PERSONNEL

Word Processing and Reproduction	\$50.00	Laboratory Technician	\$100.00
Technician - Field/Lab (non PW)	\$87.00	Drafter	\$100.00
Group I for Prevailing Wage projects	\$103.00	Staff Professional	\$150.00
Special Inspector (non PW)	\$95.00	Project Professional	\$170.00
Group II for Prevailing Wage projects	\$117.00	Senior Professional	\$190.00
Special Inspector Group III	Per Quote	Principal Professional	\$220.00

BASIS OF CHARGES

1. Field technician services for non-prevailing wage projects on regular work days will be subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services and all prevailing wage project services will be subject to a 4-hour minimum charge, and billed in 4-hour increments. Hourly charges will accumulate on a portal-to-portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. A 2-hour cancellation charge will apply if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
2. The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Nuclear gauge charge: \$12.50/hour.
4. Mileage zone charge (portal to portal): \$20 within 10 miles, \$40 within 20 miles, \$60 within 30 miles, \$80 within 40 miles, \$100 within 50 miles. For more remote sites, a quote can be provided.
5. Subcontractors (except Special Inspectors) and other expenses will be charged at cost plus 20 percent.
6. Out of town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
7. Minimum report charge: \$150.00.
8. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
9. Fees for depositions, hearings, or and court appearances (as Expert Witness) are listed on a supplemental fee schedule.
10. Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of \$75 per project will be assessed twice a month.
11. Payments using a credit card will be assigned a 3% convenience fee.

FEE SCHEDULE

(Effective January 1, 2020)

SUBCONTRACTED SERVICES

Subcontracted services are to be billed at cost plus 20%. Subcontracted services include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses. Subcontracted services do not include subcontracted Special Inspectors, who will be billed at the rates shown on Page 1 of this Fee Schedule

SPECIAL FIELD SERVICES

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations, and other special tests can be quoted on an individual basis.

ENVIRONMENTAL SERVICES

Rates for environmental sampling, safety, and testing equipment can be provided on request. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 20%. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

SOILS LABORATORY FEES

Atterberg Limits/Plasticity Index (ASTM D 4318):	\$250.00
California Bearing Ratio, 3 points (ASTM D 1883)	\$750.00
California Impact (CT 216)	\$250.00
Consolidation, one dimensional (ASTM D 2435)	\$250.00
Consolidation, timed, per point	\$85.00
Corrosivity Tests (EPA 300)	\$200.00
Direct Shear, per point, 3 points minimum (ASTM D 3080)	\$125.00
Expansion Index Test (ASTM D 4829)	\$200.00
Hydrocollapse Potential Test (ASTM D 5333)	\$125.00
Long Hydrometer Analysis, assumed specific gravity, with 200 wash (ASTM D 422, CT 203)	\$300.00
Maximum Density and Optimum Moisture:	
4" Mold (ASTM D 1557)	\$260.00
6" Mold (ASTM D 1557)	\$310.00
Moisture and Unit Weight Determination, from ring samples (ASTM D 2937)	\$40.00
Moisture Only (ASTM D 2216)	\$30.00
Permeability Tests, constant head, falling head (EPA 9100)	Per Quote
R-Value (ASTM D 2844, CT 301)	\$420.00
Sand Equivalent (ASTM D 2419, CT 217)	\$135.00
Short Hydrometer, assumed specific gravity, with 200 wash (ASTM D 422)	\$200.00
Sieve Analysis with 200 wash (ASTM D 1140, CT 202)	\$200.00
Sieve Analysis without 200 wash, Aggregate Base or Sub-base	\$135.00
Sieve Analysis of Oversize Material	Per Quote
Specific Gravity (ASTM D 854)	\$150.00
Unconfined Compressive Strength, untreated (ASTM D 2166)	\$150.00

EARTH SYSTEMS

FEE SCHEDULE

(Effective January 1, 2020)

MATERIALS LABORATORY TESTING FEES

An additional hourly charge (\$100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples. All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of \$25.

AGGREGATE

Abrasion, L.A. Rattler, 100 & 500 revolutions (ASTM C 131, CT 211)	\$210.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206)	\$100.00
Absorption, Fine Aggregate (ASTM C 128, CT 207)	\$150.00
Clay Lumps and Friable Particles in Aggregate (ASTM C 142)	\$110.00
Cleanliness Value of Coarse Aggregate (CT 227)	\$150.00
Crushed Particles, each size (CT 205)	\$150.00
Durability Index, Coarse or Fine Aggregate (ASTM C 3744, CT 229)	\$200.00
Flat and Elongated Particles in Aggregate (ASTM C 4791)	\$110.00
Organic Impurities in Fine Aggregate (ASTM C 40, CT 213)	\$100.00
Potential Reactivity of Aggregate by Chemical Method, each size (ASTM C 289)	Per Quote
Sieve Analysis, washed (ASTM C 117, CT 202)	\$210.00
Soundness, Sodium Sulfate, 5 cycles (ASTM C 88)	\$500.00
Specific Gravity, Coarse Aggregate (ASTM C 127)	\$150.00
Specific Gravity, Fine Aggregate (ASTM C 128)	\$150.00
Uncompacted Void Content, Fine Aggregate, incl. specific gravity (ASTM C 1252, AASHTO T304, CT 234)	\$280.00
Unit Weight of Aggregate (ASTM C 29)	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39)	\$35.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42)	\$75.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2)	\$100.00
Compression Test of Lightweight Concrete (ASTM C 495)	\$45.00
Density of Concrete Cylinders (ASTM C 138)	\$70.00
Density of Hardened Concrete (ASTM C 642)	\$100.00
Shrinkage of Beams, set of 3 (ASTM C 157)	\$410.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523)	\$175.00
Unit Weight of Lightweight Concrete (ASTM C 567)	\$125.00
Disposal/Recycling Fee, per shotcrete panel or beam	\$5.00

MASONRY

Absorption of Block, set of 3 (ASTM C 140)	\$160.00
Compression Test on Block, set of 3 (ASTM C 140)	\$160.00
Compression Test on Grouted Prisms, includes cutting and disposal fee (ASTM C 1314)	\$300.00
Compression Test on Masonry Cores (ASTM C 140)	\$75.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780)	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019)	\$40.00
Moisture Content of Block as received, set of 3 (ASTM C 140)	\$100.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Unit Weight of Block, set of 3 (ASTM C 140)	\$160.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Disposal/Recycling Fee, per untested masonry prism	\$2.00

EARTH SYSTEMS

FEE SCHEDULE

(Effective January 1, 2020)

ASPHALTIC CONCRETE

All fees for asphaltic concrete assume that asphalt mix is made in the field. Please request quotes if mix is to be made at our laboratory.

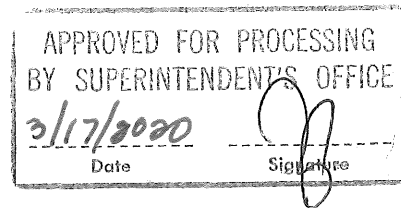
Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308)	\$50.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308)	\$400.00
Extraction of Oil from AC Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172)	\$315.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112)	\$400.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324)	\$750.00
Hazardous Waste Handling Charge for Extracted Oils	\$30.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307)	\$850.00
Ignition Oven Binder Content after initial correction value is determined	\$170.00
Ignition Oven Gradation Correction Value, per mix	Per Quote
Ignition Oven Gradation after initial correction value is determined	\$270.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444)	\$210.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309)	\$150.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366)	\$150.00*

* Fee assumes CT 308 is run concurrently

MISCELLANEOUS TESTING AND EQUIPMENT CHARGES

Anchor Pull Test Equipment	\$100/day
High Strength Bolt, Nut, Washer Testing	Per Quote
Manometer (Liquid Level) Survey Equipment	\$100/day
Nuclear Gauge	\$12.50/hr.
Pachometer (James R Meter)	\$200/day
Pile Load Test Equipment	Per Quote
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615)	\$150.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger	Per Quote
Skidmore Device	\$250/day
Torque Wrench	\$50/day

EARTH SYSTEMS



TITLE: APPROVAL OF AGREEMENT NO. R20-03808 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR A NEW CLASSROOM BUILDING AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #16

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Geotechnical engineering is required for design of a new classroom building for Royal High School. Earth Systems is on the list of geotechnical engineering firms approved by the Board of Education on June 13, 2017 and can provide these services.

Fiscal Analysis

The total cost for these geotechnical engineering services is a fixed fee of \$26,700.00. Agreement R20-03808 is attached as Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement No. R20-03808 for geotechnical engineering services required by the DSA (Division of the State Architect) and CGS (California Geological Survey) for assessment and reporting on the geologic and soils conditions at the proposed location(s) for the new classroom building at Royal High School with the firm of Earth Systems.

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R20-03808 with Earth Systems for geotechnical engineering for a new classroom building at Royal High School.

Ayes: Lubrau Noes: 0 Absent: 0 Abstained: 0
La Belle
Smolton

AGREEMENT NO. R20-03808 FOR CONSULTANT SERVICES

AGREEMENT made as of the 18th day of March, 2020,

between the District:

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

and the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services for the proposed new classroom building at Royal High School** identified on the attached Proposal from Consultant dated March 4, 2020, (Attachment "A" to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services. Items 3 through 10 of the TERMS FOR SERVICES on the attached Proposal from Consultant dated March 4, 2020 are hereby replaced by the terms and conditions of this Agreement.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in

SIMI VALLEY UNIFIED SCHOOL DISTRICT
Geotechnical Engineering Consulting Services

accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

- 1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.6 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.7 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.8 **Basic Services Schedule.** Work to be completed on an as needed basis expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Work shall begin on or about March 19, 2020 with a completion date on or about June 30, 2020.

CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **Fixed Fee of Twenty-Six Thousand Seven-Hundred Dollars (\$26,700.00)** per the attached Proposal (Attachment "A").
- 1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.
- 1.11 **Additional Services.** No Additional Services are authorized under this agreement.
- 1.12 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

- 1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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Geotechnical Engineering Consulting Services

Agreement R20-03808 Earth Systems -- Royal HS New Classroom Building

other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.

- 1.14 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 1.16 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 1.17 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

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

- 1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:
- | | |
|---|-----------------------------------|
| Workers Compensation | In accordance with applicable law |
| Employers Liability | \$1,000,000 |
| Commercial General Liability (including coverage for bodily injury, death, and property damage) | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |
| Professional Liability | |
| Per Occurrence | \$1,000,000 |
| Motor Vehicle Liability | |
| Per Occurrence | \$1,000,000 |
- 1.20 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 1.22 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 1.23 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 1.24 **Indemnity.**
- 1.24.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims,

demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

- 1.24.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

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

TERMINATION; SUSPENSION

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

costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 1.26 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

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

shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

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

Simi Valley Unified School District
101 W Cochran Street
Simi Valley, CA 93065
Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attn.: Patrick Boales, Senior Vice-President

- 1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 1.37 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 1.38 **Disputes.**
- 1.38.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the

foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

- 1.38.3 **Government Code Claims.** Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 1.39 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 1.40 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 1.41 **Marginal Headings; Captions.** Marginal Headings; Captions. The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 1.42 **Consultant Contact Information.**

Consultant Contact Name: Patrick Boales

Business Phone: 805-642-6727 Fax: 805-642-1325

E-mail: pboales@earthsystems.com

Federal Tax ID Number or SSN: 77-0521790

*Consultant must provide a W-9 (attached)

Are you or any of your employees current or former employee of the District?

☐ Yes ☒ No

If yes, state the date you last worked? _____

Are you related to any employee (s) of the District? ☐ Yes ☒ No

If yes, please identify the individuals (s): _____

- 1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved this Agreement and the provisions hereof.
- 1.44 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 1.45 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT:

By: _____
Ron Todo, Associate Superintendent
Business & Facilities

EARTH SYSTEMS:

By: Patrick Boales
Patrick Boales, Senior Vice-President

**ATTACHMENT B
FINGERPRINT CERTIFICATE**

I, Patrick Boales, am the Senior Vice-President of
(Print Name) (Title)

Earth Systems Pacific I declare, state, and certify all of the following:
(Entity/Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 details three (3) methods for ensuring the safety of pupils as described below.
 - A. Installation of a physical barrier.
 - B. **Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.**
 - C. Surveillance of contractor's employees by school personnel.

The District requires Entity/Contractor to be able to comply with method (B) above. As such, Entity/Contractor must have a California Department of Justice issued ORI number under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove individual identified from District sites.

Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.

Entity/Contractor



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/Contractor having an ORI number, the District may allow Entity's/Contractor'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, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; 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/Contractor and I understand that if the District determines that Entity/Contractor 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.
4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. 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/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor'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/Contractor is performing work. If Entity/Contractor is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance, cannot be achieved, then Entity/Contractor shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity/Contractor has remedied the issues which may lead to Unsupervised Contact with students.

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

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

(Signature)

(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

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

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

Attachment A

**Earth Systems**1731. Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

March 4, 2020

Proposal No.: VEN-20-03-004

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

Project: Royal High School Classroom Building
1402 Royal Avenue
Simi Valley, California

Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide the Engineering Geology and Geotechnical Engineering services outlined herein for the proposed classroom building to be located on the campus of Royal High School in Simi Valley, California. The proposed building will encompass approximately 11,520 square feet, and will be located in the northwestern area of the campus. It is our understanding that two potential sites are being considered, and that our study should assess both.

Both potential sites are located within an existing relatively flat parking lot. It is anticipated that grading will be limited to preparing near-surface soils for the proposed new loads, and that no cut slopes, fill slopes, or retaining walls of significant height will be incorporated into the grading design.

Due to typically soft soils within the Royal High School campus it is not certain whether a conventional or deep foundation system will be required for the proposed classroom building; thus, the intent is to gather geotechnical information to evaluate both types.

Both potential sites are within one of the Liquefaction Hazard Zones designated by the California Division of Mines and Geology (1997). As a result, an engineering analysis of liquefaction potential will be a required component of our studies.

The scope of services for the Engineering Geology and Geotechnical Engineering Report would generally include the following:

- A. We will review data provided in previous regional geologic reports for the area, and we will analyze aerial photographs taken of the site in the past. In addition, we will map the surficial geology of the site. The intent of these studies will be to identify potential geologic hazards that could impact the proposed project.
- B. We will prepare for field exploration by visiting the site to mark points of exploration and notify Underground Service Alert of our intent to dig. Earth Systems will not be held

March 4, 2020

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Proposal No.: VEN-20-03-004

responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. The Client will supply Earth Systems with permission to enter the project site. Once utility clearance is obtained and we have coordinated with Royal High School staff regarding appropriate timing, we will begin exploration activities by advancing four cone penetration test (CPT) soundings. Two soundings will be advanced in each potential site location. The planned depth of exploration for each sounding is 55 feet.

- C. We will further explore the subsurface conditions and materials by drilling two borings. One of the two borings will be drilled in each potential building site. (The combination of CPT soundings and borings provides the minimum DSA requirement of three points of exploration within each potential building site.) The planned depth of each borings is about 50 feet. A member of our staff will supervise the field study and log the test borings. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. We currently anticipate that cuttings from the borings may be used to backfill the holes, and any remaining cuttings can be left and/or spread on-site. (Our proposal includes rental fees for the subcontracted drill rig, but does not include fees that may be required to drum cuttings or have them hauled off-site.)
- D. Laboratory testing will be performed on soil samples collected during the field exploration to generate data to be used in analyzing subsurface site characteristics. Tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be used during grading; direct shear testing of remolded samples of bearing soils; consolidation testing of in-situ soils within the influence of anticipated loading; expansion index testing of anticipated bearing soils; grain size and plasticity analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.
- E. Once field and laboratory tests are completed, the data will be organized and analyzed by a member of our professional staff to develop conclusions and recommendations relevant to site development as we understand it.
- F. We will prepare an Engineering Geology and Geotechnical Engineering Report that will be based on our understanding of the proposed project, evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during our studies, discussions pertaining to the engineering properties of soils and rock types encountered on-site, potential geohazards that were identified on the site (if any), and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential

EARTH SYSTEMS

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Proposal No.: VEN-20-03-004

settlements; minimum foundation design criteria; and geohazard mitigation measures that should be implemented into the project (if any).

- G. It should be noted that our scope of services will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject site.

We feel confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, field work should begin in about two weeks (weather and exploratory equipment availability permitting), and the report should be ready for distribution approximately four to six weeks after completion of field work.

Based on the above, we propose to provide the Engineering Geology and Geotechnical Engineering Report on a fixed fee basis for \$26,700.00. We intend to issue a 50% progress invoice for \$13,350.00 upon initiation of field work. The remainder of the total amount will be due and payable upon receipt of the report.

Our reports are intended to address those items required by the Division of the State Architect and California Geological Survey for studies of this nature. However, the reviewing agencies sometimes request that additional studies be performed prior to granting approval of a school project. Additional work required by the appropriate jurisdictional agencies, if any, is not included in the scope and fees proposed herein.

Other additional services, such as plan reviews or construction testing and inspection services, are not included within the scope or fees proposed herein. Such services would be provided on a Time and Materials basis, as calculated from the Fee Schedule in effect when the services are provided.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed

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in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of

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non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

March 4, 2020

6

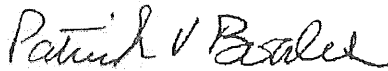
Proposal No.: VEN-20-03-004

Upon acceptance of this proposal, please sign, date, and return a signed copy to Earth Systems Pacific, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED



Patrick V. Boales
Engineering Geologist No. 1346/Sr. Vice-President

Client Signature and Title



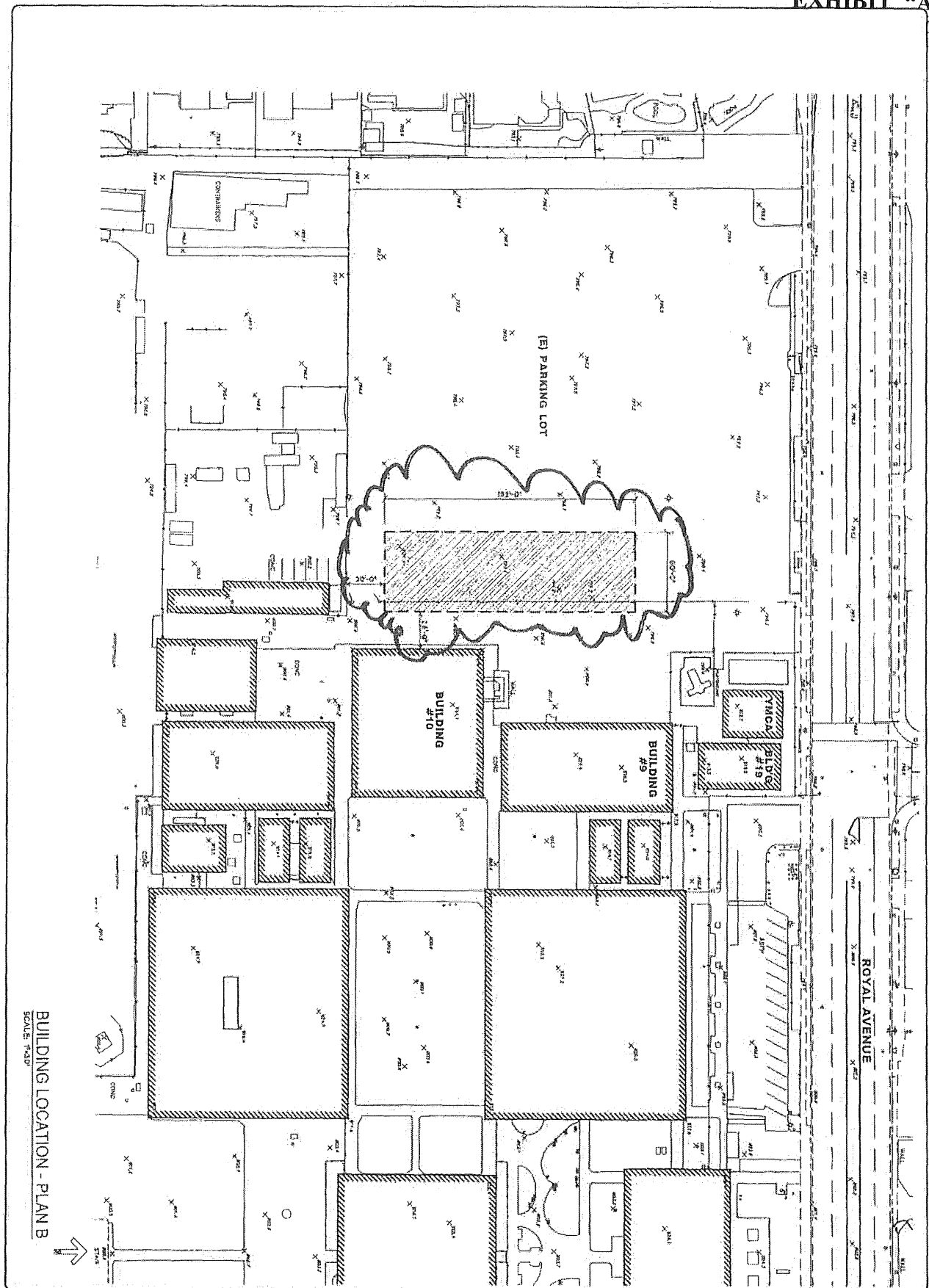
Anthony P. Mazzei
Geotechnical Engineer No. 2823/Managing Principal

Client Name (in print)

Date

Copies: 1 - Mr. Joseph at SVUSD (via email)
1 - Proposal File

EARTH SYSTEMS



BUILDING LOCATION - PLAN B
SCALE 1"=50'

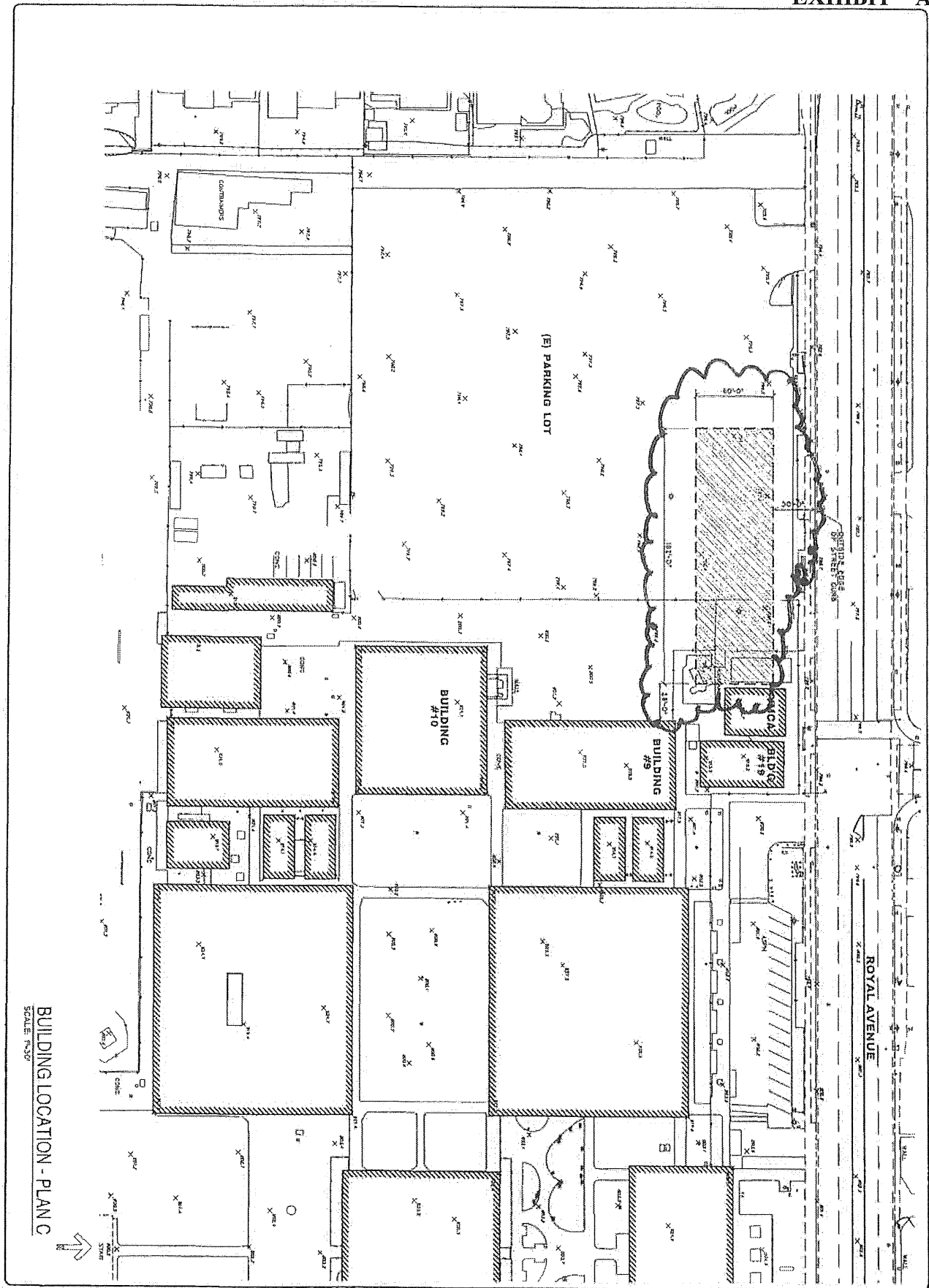
D-1



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT
101 COCHRAN STREET, SIMI VALLEY, CA 93065

PROPOSED BUILDING DIAGRAM
ROYAL HIGH SCHOOL
1402 ROYAL AVENUE
SIMI VALLEY, CA 93065

BUILDING LOCATION - PLAN B



<p>D-1</p> <p>02-26-20</p>	<p>Simi Valley Schools SIMI VALLEY UNIFIED SCHOOL DISTRICT 101 COCHRAN STREET, SIMI VALLEY, CA 93065</p>	<p>PROPOSED BUILDING DIAGRAM ROYAL HIGH SCHOOL 1402 ROYAL AVENUE SIMI VALLEY, CA 93065</p>		<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	REVISION								
		NO.	REVISION											
<p>BUILDING LOCATION - PLAN C</p>														



TITLE: AUTHORIZATION TO AWARD BID #20C5BXM334, ROOFING REPLACEMENT AT SINALOA & VALLEY VIEW M.S. GYMS

Business & Facilities
Consent #17

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Six bids were received on March 6, 2020 for Bid #20C5BXM334, Roofing Replacement at Sinaloa & Valley View M.S. Gyms. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>
Best Contracting Services, Inc.	\$257,500
4 Seasons Roofing, Inc..	\$299,060
Letner Roofing Co.	\$366,464
101 Roofing & Construction	\$511,218
Pueblo Construction	\$405,124
San Marino Roof Co.	\$278,770

Additional information is available in the Bond Management Office.

Fiscal Analysis

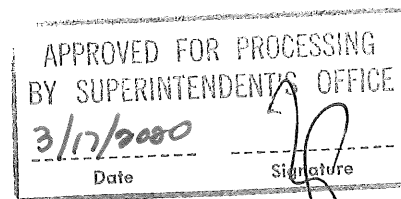
The total amount of this project \$257,500 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #20C5BXM334, Roofing Replacement at Sinaloa & Valley View M.S. Gyms to Best Contracting Services, Inc. in the amount of \$257,500.00.

On a motion # 116 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of Bid #20C5BXM334, Roofing Replacement at Sinaloa & Valley View M.S. Gyms to Best Contracting Services, Inc.

AYES: Jubrae NOES: 0 Absent: 0 Abstained: 0
La Belle
Smollen



TITLE: APPROVAL OF PURCHASE OF MOBILE CLASSROOM FURNITURE FOR HILLSIDE MIDDLE SCHOOL THROUGH MEASURE X FUNDING

Business & Facilities
Consent #18

March 17, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In order to facilitate the interim storage of classroom supplies during the District's continued upgrade of classrooms, the Educational Services Department is requesting approval to purchase the mobile cabinets planned for twenty classrooms at Hillside Middle School.

The following is the expected expenditure. Price includes sales tax and shipping.

VENDOR NAME	EXPENDITURE	PIGGYBACK
Nextgen Furniture, Inc.	\$83,457.88	PEPPM #529461

Fiscal Analysis

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

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

Recommendation

It is recommended that the Board of Education approve the purchase of mobile classroom furniture for Hillside Middle School.

On a motion # 116 by Trustee Blaylock, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of mobile classroom furniture for Hillside Middle School.

Ayes: Jubrique Noes: 0 Absent: 0 Abstained: 0
LaBelle
Smullen