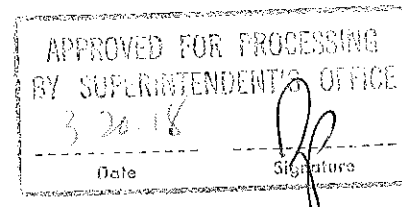


TITLE: APPROVAL OF AGREEMENT NO A18.557 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE SINALOA MIDDLE SCHOOL SHADE STRUCTURE PROJECT

Business & Facilities
Consent #6

March 20, 2018
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. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Sinaloa Middle School Shade Structure Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A18.557 with NV5 West, Inc. is for an estimated total cost of **\$31,077.50** (Exhibit "A") for materials testing and inspection for the Sinaloa Middle School Shade Structure Project. These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.557 with NV5 West, Inc. for testing laboratory-of-record services for the Sinaloa Middle School Shade Structure Project.

On a motion # 165 by Trustee Daniel, seconded by Trustee Smith and carried by a vote of 6, the Board of Education approved, by roll-call-vote, Agreement No. A18.557 with NV5 West, Inc.

Ayes: Daniel Smith Lozano White Noes: 6 Absent: 0 Abstained: 0

Exhibit A

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A18.557

SINALOA MIDDLE SCHOOL SHADE STRUCTURE PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of March 21, 2018.

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 LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Sinaloa Middle School Shade Structure Project for an estimated total cost of \$31,077.50 per the attached Proposal dated November 20, 2017.**
2. **Assigned Project Form 103** (for projects requiring DSA review and approval). DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for this Assigned Project. The pricing for each test or inspection shall not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, 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:




Title:

ASSOC. SUDT, BUS & FAC

"LOR"
NV5 WEST, INC.

By:



Title:

VICE PRESIDENT

NV5

Simi Valley Unified School District
875 E. Cochran Street
Simi Valley, CA 93065

November 20, 2017
Proposal No: 2017.06.0251
DSA No.: 03-117466
File No.: 56-34

ATTENTION: Anthony Joseph

SUBJECT: Proposal for Materials Testing and Inspection Services for the Sinaloa
Middle School Shade Structure, 601 Royal Ave., Simi Valley, CA

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soil:			
Soil Technician (Including nuclear gauge)	\$ 100 hr	56	\$ 5,600.00
Maximum Density (soil)	\$ 185 ea	2	\$ 370.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	850	\$ 552.50
Concrete:			
Mix Design Review (if required)	\$ 230 ea	1	\$ 230.00
Concrete Batch Plant Inspection	\$ 100 hr	20	\$ 2,000.00
Concrete Inspection / Technician - (cast cylinders)	\$ 100 hr	12	\$ 1,200.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	25	\$ 550.00
Concrete cylinder pickup	\$ 9.5 ea	25	\$ 237.50
Reinforcing Steel:			
Reinforcing Steel Bend tests (#5 & 8)	\$ 50 ea	4	\$ 200.00
Reinforcing Steel Tensile tests (#5 & 8)	\$ 55 ea	4	\$ 220.00
Reinforcing Steel sampling	\$ 100 hr	4	\$ 400.00
Masonry:			
Masonry Placement Inspection	\$ 100 hr	24	\$ 2,400.00
Grout Batch Plant Inspection	\$ 100 hr	4	\$ 400.00
Mortar compression tests (sets of 3 ea.)	\$ 30 ea	9	\$ 270.00
Grout compression tests (sets of 4 ea.)	\$ 30 ea	4	\$ 120.00
Mortar & Grout sample pickup	\$ 9.5 ea	11	\$ 104.50
Block sampling (if required)	\$ 100 hr	4	\$ 400.00
Masonry Unit acceptance test (includes absorption, compression, moisture content & unit weight tests) (if required)	\$ 585 set	2	\$ 1,170.00
Masonry Coring Drill Rig + operator	\$ 290 hr	4	\$ 1,160.00
Masonry core shear test	\$ 105 ea	2	\$ 210.00
Masonry Prisms (1 set 5)	\$ 150 ea	5	\$ 750.00
Masonry Prism pickup (per set of prisms)	\$ 45 ea	5	\$ 225.00

NV5 West, Inc.

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

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

EXHIBIT "A"

Proposal - Sinaloa Middle School Shade Structure

November 22, 2017

Structural Steel:

Shop Welding Inspection (incls. Mat. ID, obtain welder certs & WPS)	\$	86	hr	8	\$	688.00
Field Welding Inspection (incls. metal decking inspection)	\$	100	hr	56	\$	5,600.00

Miscellaneous:

Epoxy Inspection	\$	100	hr	4	\$	400.00
Pull Test (expansion anchors & drilled anchors)	\$	100	hr	4	\$	400.00
Asphalt Laydown (including nuclear gauge)	\$	100	hr	8	\$	800.00
Maximum Density	\$	220	ea	1	\$	220.00
Engineering	\$	160	hr	20	\$	3,200.00
DSA (LVR-291 & GVR-293)	\$	395	ea	2	\$	790.00
TOTAL:					\$	31,077.50

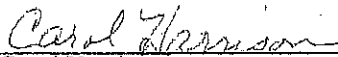
Assumptions:

- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

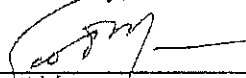
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,

NV5 West, Inc.


 Carol Harrison
 Marketing Manager

Reviewed By,


 Scott Moors
 Vice President

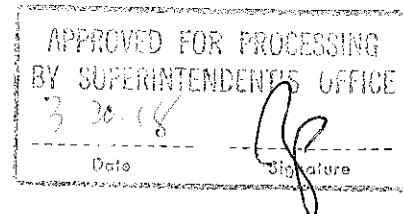
Attachments: Terms & Conditions
 2017 Fee Schedule

**TITLE: RATIFICATION OF PURCHASE OF NEW HVAC UNITS FOR
BUILDING NO. 5 AT ATHERWOOD ELEMENTARY SCHOOL
FROM TRANE US**

Business & Facilities
Consent #7

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On March 11, 2014, the Board of Education authorized Resolution No. 74-13/14 which allows for specifying the make, model, and brand HVAC units which fit the existing conditions encountered at each school. The mechanical engineer has identified Trane HVAC units for replacing the rooftop units at Building No. 5 at Atherwood Elementary School. The District may purchase the Trane HVAC units through a US Communities Contract.

Fiscal Analysis

The total cost, excluding taxes, for purchase and delivery of new Trane HVAC units for Building No. 5 at Atherwood Elementary School is \$52,922.00 as further described in the attached proposal dated February 26, 2018 (Exhibit "A").

A separate contract will be bid out for removal of the old units, and installation of the new units.

This project will be funded by Measure X.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 165 by Trustee Daniel, seconded by Trustee Snodgrass and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, purchase of new Trane HVAC units for Building No. 5 at Atherwood Elementary School.

Ayes: Daniel Snodgrass Roberts White Noes: 0 Absent: 0 Abstained: 0

**TRANE****Proposal**

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2016 Trane All rights reserved

Prepared For:**Job Name:** Atherwood Elementary School**Bid Date:** February 6, 2018**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Factory**Date:** February 26, 2018**Proposal Number:** W2-185655-3**Engineer:** MEDG (VP/ELR)**Per USC Contract:** 15-JLP-023**Payment Terms:** Net 30 Days**USC Quote No:** 35-128428-18-002

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval per mechanical plans dated 10/26/17.

Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	AC-1, AC-2	2	20 Ton Packaged Unitary Gas/Elec	YHD240G3RLB

Product Data - Packaged Gas/Electric Rooftop Units**Item:** A1 **Qty:** 2 **Tag(s):** AC-1, AC-2

Gas/Electric

High efficiency

Downflow

208-230/60/3

Reliatel

Gas Heat - Low

Two speed fan standard motor

Standard panels/Pleated Filters Merv 8

Human Interface

Adaptor Curb (Fld)

Mod. Economizer & Mod. PE, dry bulb (Fld)

CO2, Wall Mount Sensor (Fld)

1st year Labor warranty

The following items are excluded:

- Electrical Disconnect Switch (Fused and Non-Fused)
- Oversized Motors
- Copper fins or Coil Coatings
- Farr 30/30 Filters and Filter Gauges
- Hinged Access Doors
- **Smoke Detectors**
- External Support for Power Exhaust
- Air flow Measuring
- Isolation
- **Thermostat**, Timeclock or Bypass Timers
- Control Interfaces and Control Sensors
- Start Up Supervision
- Any items not included above

Note:

- All (Fld) options are field installed by contractor
- The HVAC Contractor is responsible for the delivery coordination, receiving and installation of equipment.

Total Net Price (Excluding Sales Tax) \$52,922**DEDUCT: To Exclude 1st Year Labor Warranty (Excluding Sales Tax) <\$1,211 >**

Tax Status: Taxable <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
Exempt <input type="checkbox"/>	

Sincerely,

- Trane U.S. Inc. dba Trane

3253 E Imperial Highway

Brea, CA 92821

Phone: (714) 983-0505

Fax:

This proposal is subject to your acceptance of the attached Trane terms and conditions.

Per Terms and Conditions of US Communities Contract: 15-JLP-023**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

4. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

5. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

6. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

7. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

8. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their

Business & Facilities, Consent #7

relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

10. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

12. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

13. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

15. Invoicing and Payment. Equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

16. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

17. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

Business & Facilities, Consent #7

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0614)

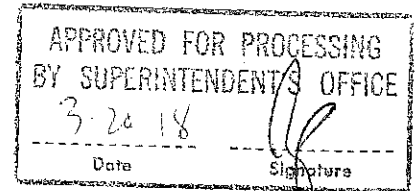
Supersedes 1-26.130-4(0214)

TITLE: RATIFICATION OF AWARD OF BID #18B22IBX292, FENCING AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #8

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

At the March 20, 2018 Board Meeting, through the approval of Resolution No. 04-12/13, Board authorized informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), delegating authority to award informal contracts up to the prescribed CUPCCAA monetary limit to the Board's designee.

On March 5, 2018, the Associate Superintendent of Business & Facilities awarded Bid No. 18B22IBX292, Fencing at Simi Valley High School, to Izurieta Fence Company, Inc. as the responsible bidder submitting the lowest responsive bid proposal

Two bids were received on February 26, 2018, for Bid No.18B22IBX292, Fencing at Simi Valley High School.

Construction Company Name

Bid Amount

Fence Factory

\$97,945.00

Izurieta Fence Company, Inc.

\$97,887.00

Additional Information is available in the Bond Office.

Fiscal Analysis

The total amount of this project, \$97,887.00, will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education ratify the award of Bid No. 18B22IBX292, Fencing at Simi Valley High School, to Izurieta Fence Company, Inc. in the amount of \$97,887.00.

On a motion # 16.5 by Trustee Donald, seconded by Trustee Swall and carried by a vote of 3/2, the Board of Education ratified, by roll-call vote, award of Bid No. 18B22IBX292, Fencing at Simi Valley High School, to Izurieta Fence Company, Inc.

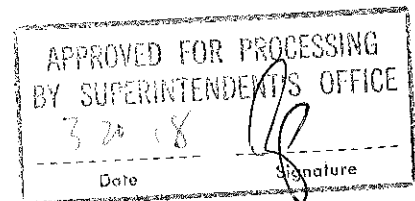
AYES: Donald Swall Labadie White NOES: 0 Absent: 0 Abstained: 0

**TITLE: RATIFICATION OF PURCHASE OF NEW HVAC UNITS FOR
SANTA SUSANA ELEMENTARY SCHOOL FROM LENNOX
INDUSTRIES**

Business & Facilities
Consent #9

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On March 11, 2014, the Board of Education authorized Resolution No. 74-13/14 which allows for specifying the make, model, and brand HVAC units which fit the existing conditions encountered at each school. The mechanical engineer has identified Lennox HVAC units for replacing the rooftop units throughout most of the site at Santa Susana Elementary School. The District may purchase the Lennox HVAC units through a PACE cooperative agreement.

Fiscal Analysis

The total cost, excluding taxes, for purchase and delivery of new Lennox HVAC units for Santa Susana Elementary School is \$84,128.00 as further described in the attached proposal dated February 27, 2018 (Exhibit "A").

A separate contract will be bid out for removal of the old units, and installation of the new units.

This project will be funded by Measure X.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 167 by Trustee Daniel, seconded by Trustee Smith and carried by a vote of 5, the Board of Education ratified, by roll-call-vote, purchase of new HVAC units for Santa Susana Elementary School from Lennox Industries under the PACE cooperative agreement.

Ayes: Daniel Smith White Noes: 6 Absent: 6 Abstained: 6



Project Quotation

Project Information

Project Name: Santa Susana Elementary, Final Price Per PACE Agreement P000143 pricing

Project Number: 3000753753

Project Location: SIMI VALLEY, CA 92584, US

Customer Information

Company Name: Simi Valley Unified Sch Dist

Company Address: 875 COCHRAN ST

Company Location: SIMI VALLEY, CA 93065-1934

Contact:

Phone: 805-306-4500

Fax: 805-520-6679

Engineer Information

Company Name: J & S Consultants

Company Address: 175 E OLIVE AVE STE 304

Company Location: BURBANK, CA 91502-1821

Contact:

Phone: 818-841-0303

Fax: 818-841-8531

We are pleased to provide the attached project quotation. The total quotation price is specific to the bill of materials listed on the quotation. If you have any questions or need additional information, please feel free to call our office.



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REPLACEMENT™**

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Continuous Comfort
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Lennox Industries Inc. – Project Quotation

Project Name: Santa Susana Elementy

Project Location: SIMI VALLEY, CA 92584, US

Qty	Description	Material
AC 2-23		
22	KGB060S4... PKGGE/5TON/BTO	KGB060S4-PKG
	- 1.0 Hp Std. Efficiency Blower Motor	(Factory)
	- Constant Air Volume Belt Drive	(Factory)
	30 Amp Disconnect	(Factory)
	- Drive Kit 3	(Factory)
	- 2in MERV4 Std Filters	(Factory)
	- 65KBTU 1-Stage Aluminized Steel	(Factory)
	- Low NOx Emission	(Factory)
	- Unit Orientation Downflow	(Factory)
	- Unit Refrigerant - R410a	(Factory)
	- 440V/460V/480V 3Phase	(Factory)
22	C1CURB71A-1 DNFLOW HYBRID CURB 14"	11F51
22	CS7500 COMM'L PROGRAMMABLE THERMOSTAT	13H15
22	C1DAMP11A-2 - ENERGENCE/LANDMARK OAD	15D18
22	C1GARD51AT1 MESH HAIL/COIL GUARD	13T03
88	FLT 101356-04 20X20X2 PLEATED MERV 13	52W39
88	CRP WIND SEISMIC RESTR BRKTS	X6523

Lennox Industries Inc. – Project Quotation

Notes:

- The purchase of goods, products, parts, and supplies is governed by Lennox's terms and conditions of sale, which are printed on our shipping and will call documents. This quotation is contingent upon the Buyer/Contractor meeting all of Lennox Industries standard terms and conditions including satisfactory credit arrangements. Payment terms subject to credit review. Buyer/Contractor must provide a tax exemption certificate to claim exemption from taxes.
- No equipment may be returned without first obtaining Lennox's written authorization. Returns for standard stocked, configured (CTO), and build-to-order (BTO) products may be subject to a restocking charge. SALES OF SPECIAL ORDER SALES ARE FINAL AND RETURNS WILL NOT BE ACCEPTED.
- If all or any portion of a special order or configured/CTO product(s) is cancelled after production confirmation but prior to delivery, the buyer/contractor will incur a cancellation charge.
- This quotation includes a complete list of included equipment. Anything not listed on this quote is not included and must be added at an additional cost.
- It is Buyer/Contractor's responsibility to verify the accuracy of the products ordered and received (including model number, voltage, tonnage, etc.) Buyer/Contractor must ensure that all installed equipment complies with all applicable governing building codes, laws and regulations.
- Buyer/Contractor will not sell any Lennox product(s) online through a third party website (e.g., EBay, Craig's List, Amazon, etc.). The Buyer/Contractor acknowledges that the warranty associated with the Lennox products may be voided or no longer in effect as a result of online sales. In addition to any damages that Lennox may be entitled to for breach of this provision, Buyer/Contractor will also indemnify and hold harmless Lennox from any action, default or breach that occurs between Buyer/Contractor and any third party as a result of a third party sale.
- Unless otherwise specifically stated herein, the amount of any mitigation fee or similar fee required for products installed in the South Coast Air Quality Management District or the San Joaquin Valley Air Pollution Control District will be added to the price quoted or the purchase price and Buyer agrees to pay the same to Lennox or hold Lennox harmless there from.
- Title and risk of loss will pass to Buyer/Contractor upon shipment.
 - Excludes any items not listed above
 - Alternate: If Smoke detectors are required add \$85.00 per each

Company Name: Simi Valley Unified Sch Dist

PROJECT TOTAL SELL PRICE (Tax Not Included): \$84,128.00

Quote valid from: 02/27/2018

Quote pricing firm to: 03/29/2018

Any use or disclosure of this information to anyone other than the identified Lennox customer, or any use of equipment provided pursuant to this quote for anyone other than the identified Lennox customer, is a breach of the terms under which this information and/or equipment was provided to you, for which you may incur legal liability to Lennox.

TO PLACE AN ORDER, PLEASE FAX THIS QUOTE TO YOUR LENNOX SALES OFFICE OR NATIONAL ACCOUNT DEPARTMENT, COMPLETE WITH THE FOLLOWING INFORMATION:

Orders without accurate delivery dates will not be processed.

Purchase Order:	Customer Acct Number:
Ship To:	Delivery Date Units:
	Delivery Date Curbs:
	Delivery Date Accessories:
	Voltage Verified:

Customer Signature _____

Commercial Territory Manager (If Applicable) _____

Commercial District Manager (If Applicable) _____

Lennox Industries Inc. – Project Quotation

Information Below Must Be Completely Filled Out For Any Quote Sold Over \$25,000

Date:	02/27/2018	Job Name:	Santa Susana Elementy
Quote:	4000887185	Address:	875 COCHRAN ST SIMI VALLEY, CA 93065-1934
PO Number:			
Office/Group:		Total:	\$84,128.00 *plus applicable taxes*
Customer:		Terms:	

Customer

Sold To	Owner
Name: Simi Valley Unified Sch Dist	Name:
Address: 875 COCHRAN ST SIMI VALLEY, CA 93065-1934	Address:
Phone: 805-306-4500	Phone:
Fax: 805-520-6679	Fax:
Contact:	Contact:

Contractor

General Contractor	Subcontractor's Contract Party (if other than GC)
Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Contact:	Contact:

Other

Construction Lender (Private Work)	General Contractor's Bonding Company
Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Contact:	Contact:

Office Use Only

Pre-lien Notice: _____
 Approved: _____

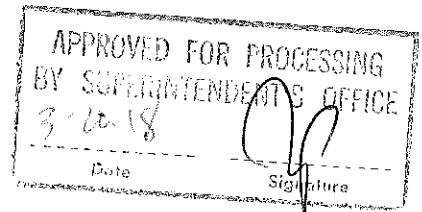
Ship Date: _____
 Special Instructions: _____

TITLE: RATIFICATION OF AGREEMENT NO. A18.566 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR DESIGN OF IRRIGATION AND PLANTING PLANS FOR TOWNSHIP ELEMENTARY SCHOOL

Business & Facilities
Consent #11

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Improvements to the irrigation systems and landscaping are needed at Township Elementary School. Jordan, Gilbert & Bain Architects, Inc. can provide landscape architect services for the preparation of irrigation and planting plans.

Fiscal Analysis

The cost associated with Agreement No. A18.566 is a fixed fee of \$16,862.50. Said Agreement is attached as Exhibit "A". These landscape architectural services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 165 by Trustee Daniel, seconded by Trustee Smell and carried by a vote of 5-0, the Board of Education ratified, by roll-call-vote, Agreement A18.566 with Jordan, Gilbert & Bain Landscape Architects, Inc. for landscape architect services for Township Elementary School.

Ayes: Daniel Boose Smell Forst White Noes: 0 Absent: 0 Abstained: 0

Exhibit "A"

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A18.566
 TO
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Jordan, Gilbert & Bain Landscape Architects, Inc. Landscape Architect ("Architect") as of March 9, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A17.423 for On-Going Landscape Architect Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Township Elementary School Irrigation & Planting Plans** per the attached Proposal (Attachment 1) from Architect dated January 25, 2018.

2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not identified at the time of execution of this agreement.

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

Basic Services Phases - Plans Preparation
Planting Plans with Details
Irrigation Systems Plans with Details
Specifications for the planting and irrigation systems.

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

Design Disciplines
Design Consultants
As required.

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

Basic Services Phases	Completion Date
Planting Plans with Details	Friday, March 09, 2018
Irrigation Systems Plans with Details	Friday, March 09, 2018
Specifications for the planting plans and irrigation systems.	Friday, March 09, 2018

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Sixteen-Thousand Eight-Hundred Sixty-Two Dollars and Fifty Cents (\$16,862.50). The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:


Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Planting Plans with Details	\$7,588.00	45%
Irrigation Systems Plans with Details.	\$7,588.00	45%
Specifications for the planting plans and irrigation systems.	<u>\$1,686.50</u>	<u>10%</u>
Total Contract Price:	\$16,862.50	100%

7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in the Architect'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.

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

District
Simi Valley Unified School District

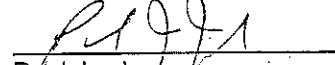
By:


Ron Todo

Title: Associate Superintendent, Business & Facilities

Architect
Jordan, Gilbert & Bain Landscape Architects

By:


Paul Jordan

Title: President

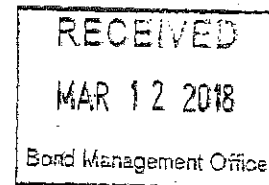
**REQUEST FOR PURCHASE ORDER FOR LANDSCAPE ARCHITECTURAL
SERVICES – JANUARY 25, 2018**

PROJECT: TOWNSHIP ELEMENTARY SCHOOL
LANDSCAPE AND IRRIGATION RENOVATION PROJECT
4101 TOWNSHIP AVENUE
SIMI VALLEY, CA 93063

LANDSCAPE ARCHITECT: JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVENUE
VENTURA, CALIFORNIA 93001

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065

ATTENTION: PEDRO AVILA / TONY JOSEPH



A. PROJECT OVERVIEW

This request is for Professional Landscape Architectural Services for the preparation of Planting and Irrigation Plans for the renovation of the landscape areas throughout the campus.

B. SCOPE OF WORK

1. Planting Plan with Details
2. Irrigation Plan with Details
3. Specifications for the Planting and Irrigation Work
4. New booster pump with details.
5. New auto control system for entire campus.

C. FEES

1. Principal Landscape Architect Time – 104.5 hour @ \$145/hrs.....\$ 15,152.50
2. Associate Landscape Architect Time – 14.25 hours @ \$120/hrs.....\$ 1,710.00

Total Fee\$ 16,862.50

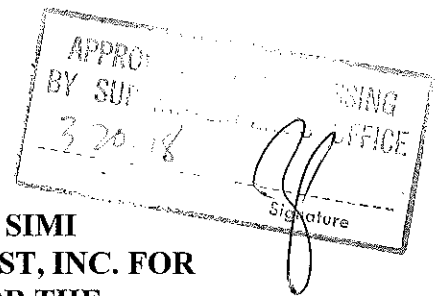
D. REIMBURSABLE EXPENSES

1. Printing Expenses

BY:

DATE January 25, 2018

JOHN J. BAIN, III, LANDSCAPE ARCHITECT #3193
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.



TITLE: APPROVAL OF AGREEMENT NO A18.569 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE SANTA SUSANA HIGH SCHOOL BUS LOOP AND LANDSCAPE IMPROVEMENTS PROJECT

Business & Facilities
Consent #12

March 20, 2018
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. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Santa Susana High School Bus Loop and Landscape Improvements Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A18.569 with NV5 West, Inc. is for an estimated total cost of **\$9,263.00** (Exhibit "A") for materials testing and inspection for the Santa Susana High School Bus Loop and Landscape Improvements Project. These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.569 with NV5 West, Inc. for testing laboratory-of-record services for the Santa Susana High School Bus Loop and Landscape Improvements Project.

On a motion # 165 by Trustee Daniel, seconded by Trustee Smith and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A18.569 with NV5 West, Inc.

Ayes: Daniel Blough Smith LaBelle White Noes: 0 Absent: 0 Abstained: 0

Exhibit A.

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A18.569

SANTA SUSANA HIGH SCHOOL BUS LOOP AND LANDSCAPE IMPROVEMENTS PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of March 21, 2018.

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 LOR Services as enumerated herein.

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


1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Santa Susana High School Bus Loop and Landscape Improvements Project for an estimated total cost of \$9,263.00 per the attached Proposal dated March 2, 2018 (Attachment 1).**
2. **Assigned Project Form 103** (for projects requiring DSA review and approval). DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for this Assigned Project. The pricing for each test or inspection shall not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, 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:

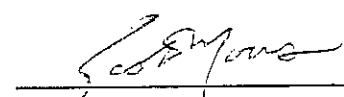
Title:


3/21/18 ASSOC. SVPT.

"LOR"
NV5 WEST, INC.

By:

Title:


VICE PRESIDENT

NV5

Simi Valley Unified School District
875 E. Cochran Street
Simi Valley, CA 93065

March 2, 2018
Proposal No.: 2018.06.0033
DSA No.: 03-118480
File No.: 56-H6

ATTENTION: Anthony Joseph

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Santa Susana
H.S. Bus Loop and Landscape Improvements, 3570 E. Cochran St.,
Simi Valley, CA (Bid No. 18A4BX288)**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

Soil:

	Rate	Units	Total
Soil Technician (including nuclear guage)	\$ 100 hr	20	\$ 2,000.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage (68 roundtrip)	\$ 0.65 mi	300	\$ 195.00

Concrete:

Concrete Batch Plant Inspection (if required)	\$ 100 hr	8	\$ 800.00
Concrete Inspection / Technician - (cast cylinders)	\$ 100 hr	12	\$ 1,200.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	15	\$ 330.00
Concrete cylinder pickup	\$ 9.5 ea	15	\$ 142.50
Non-Shrink Grout Inspection (handrails - if required)	\$ 100 hr	4	\$ 400.00
Non-Shrink grout compression tests (set of 3)	\$ 96 set	1	\$ 96.00
Non-Shrink grout sample pickup (set of 3)	\$ 28.5 set	1	\$ 28.50

Reinforcing Steel:

Reinforcing Steel Bend tests	\$ 50 ea	1	\$ 50.00
Reinforcing Steel Tensile tests	\$ 55 ea	1	\$ 55.00
Reinforcing Steel sampling	\$ 100 hr	2	\$ 200.00

Structural Steel:

Shop Welding Inspection (incl. Mat. ID, obtain welder certs & WPS)	\$ 86 hr	6	\$ 516.00
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Miscellaneous:

Asphalt Laydown Inspection (including density tests)	\$ 100 hr	8	\$ 800.00
Bulk Specific Gravity - Asphalt (Hveem)	\$ 220 ea	1	\$ 220.00
Extraction & Gradation - Asphalt	\$ 235 ea	1	\$ 235.00
Engineering	\$ 160 hr	10	\$ 1,600.00

TOTAL: \$ 9,263.00

NV5 West, Inc.

1868 Palma Drive, Suite A, Ventura, CA 93003
Phone: (805) 656-6074

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

Proposal - Santa Susana H.S. Bus Loop Landscape Improvements


March 2, 2018

Assumptions:

- 1 California prevailing wages apply.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule of Fees and prevailing wage rates.

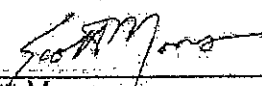
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



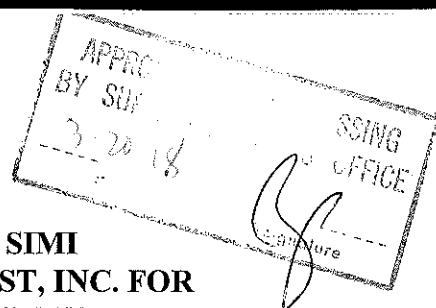
Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors
Vice President

Attachments: Terms & Conditions
 2018 Fee Schedule



TITLE: APPROVAL OF AGREEMENT NO A18.570 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE ROYAL HIGH SCHOOL SHADE STRUCTURES PROJECT

Business & Facilities
Consent #13

March 20, 2018
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. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Royal High School Shade Structures Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A18.570 with NV5 West, Inc. is for an estimated total cost of **\$23,124.00** (Exhibit "A") for materials testing and inspection for the Royal High School Shade Structures Project. These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.570 with NV5 West, Inc. for testing laboratory-of-record services for the Royal High School Shade Structures Project.

On a motion # 16.1 by Trustee Daniel, seconded by Trustee Swallen and carried by a vote of 3/0, the Board of Education approved, by roll-call-vote, Agreement No. A18.570 with NV5 West, Inc.

Ayes: Daniel Swallen Whelan Noes: 0 Absent: 0 Abstained: 0

Exhibit A

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A18.570

ROYAL HIGH SCHOOL SHADE STRUCTURES PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of March 21, 2018.

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 LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Royal High School Shade Structures Project for an estimated total cost of \$23,124.00 per the attached Proposal dated March 2, 2018 (Attachment 1).**
2. **Assigned Project Form 103** (for projects requiring DSA review and approval). DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for this Assigned Project. The pricing for each test or inspection shall not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, 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:

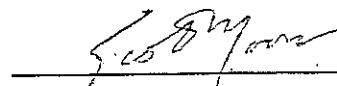


Title:

ASSOC SVPT, ASSOC SVPT

"LOR"
NV5 WEST, INC.

By:



Title:

VICE PRESIDENT

NV5

Simi Valley Unified School District
 875 E. Cochran Street
 Simi Valley, CA 93065

March 2, 2018
 Proposal No.: 2018.06.0038
 DSA No.: 03-117467
 File No.: 56-H6

ATTENTION: Anthony Joseph

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Royal H.S.
 Shade Structures, 1402 Royal Ave., Simi Valley, CA (Bid No. 18B6BX289)**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

Soil:

	Rate	Units	Total
Soil Technician (including nuclear guage)	\$ 100 hr	40	\$ 4,000.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	400	\$ 260.00

Concrete:

Mix Design Review (if required)	\$ 230 ea	0	\$ -
Concrete Batch Plant Inspection	\$ 100 hr	12	\$ 1,200.00
Concrete Inspection / Technician - (cast cylinders)	\$ 100 hr	12	\$ 1,200.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	15	\$ 330.00
Concrete cylinder pickup	\$ 9.5 ea	15	\$ 142.50
Non-Shrink Grout Inspection (handrails - if required)	\$ 100 hr	4	\$ 400.00
Non-Shrink grout compression tests (set of 3)	\$ 96 set	1	\$ 96.00
Non-Shrink grout sample pickup (set of 3)	\$ 28.5 set	1	\$ 28.50

Reinforcing Steel:

Reinforcing Steel Bend tests (#4 & 8)	\$ 50 ea	2	\$ 100.00
Reinforcing Steel Tensile tests (#4 & 8)	\$ 55 ea	2	\$ 110.00
Reinforcing Steel sampling	\$ 100 hr	2	\$ 200.00

Structural Steel:

Shop Welding Inspection (incls. Mat. ID, obtain welder certs & WPS)	\$ 86 hr	32	\$ 2,752.00
Field Welding Inspection	\$ 100 hr	40	\$ 4,000.00
Metal Decking Inspection	\$ 100 hr	24	\$ 2,400.00
Metal Studs Inspection (if required)	\$ 100 hr	8	\$ 800.00
Ultrasonic Testing / Mag Particle Testing (shop)	\$ 100 hr	8	\$ 800.00
Ultrasonic Testing / Mag Particle Testing (field)	\$ 100 hr	8	\$ 800.00

NV5 West, Inc.

1868 Palma Drive, Suite A, Ventura, CA 93003
 Phone: (805) 656-6074

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EXHIBIT "A"

Proposal - Royal H.S. Shade Structures

March 2, 2018

Miscellaneous:


Pull Test (dowels & drilled anchors)	\$	100	hr	4	\$	400.00
Engineering	\$	160	hr	12	\$	1,920.00
DSA (LVR-291 & GVR-293)	\$	395	ea	2	\$	790.00
TOTAL:					\$	23,124.00

Assumptions:

- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule of Fees and prevailing wage rates.

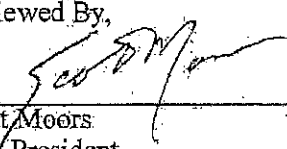
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



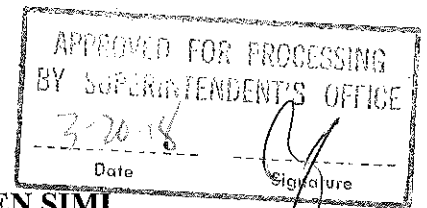
Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors
Vice President

Attachments: Terms & Conditions
 2018 Fee Schedule



TITLE: APPROVAL OF AGREEMENT NO A18.571 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE SANTA SUSANA ELEMENTARY SCHOOL BUS LOOP AND PARKING IMPROVEMENTS PROJECT

Business & Facilities
Consent #14

March 20, 2018
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. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Santa Susana Elementary School Bus Loop and Parking Improvements Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A18.571 with NV5 West, Inc. is for an estimated total cost of **\$11,859.50** (Exhibit "A") for materials testing and inspection for the Santa Susana Elementary School Bus Loop and Parking Improvements Project. These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.571 with NV5 West, Inc. for testing laboratory-of-record services for the Santa Susana Elementary School Bus Loop and Parking Improvements Project.

On a motion # 165 by Trustee Daniel, seconded by Trustee Swollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A18.571 with NV5 West, Inc.

Ayes: Daniel Swollen Labella Phelan Noes: 0 Absent: 0 Abstained: 0

Exhibit A

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A18.571

SANTA SUSANA ELEMENTARY SCHOOL BUS LOOP & PARKING IMPROVEMENTS PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of March 21, 2018.

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 LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Santa Susana Elementary School Bus Loop & Parking Improvements Project for an estimated total cost of \$11,859.50 per the attached Proposal dated March 5, 2018.**
2. **Assigned Project Form 103** (for projects requiring DSA review and approval). DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for this Assigned Project. The pricing for each test or inspection shall not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, 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: _____

Title: _____

"LOR"
NV5 WEST, INC.

By:  _____

Title: VICE PRESIDENT

NV5

Simi Valley Unified School District
875 E. Cochran Street
Simi Valley, CA 93065

March 5, 2018
Proposal No: 2018.06.0039
DSA No.: 03-118660
File No.: 56-34

ATTENTION: Anthony Joseph

SUBJECT: - Proposal for Materials Testing and Inspection Services for the Santa Susana
E.S. Bus Loop & Parking Improvements, 4300 Apricot Rd., Simi Valley, CA,
(Bid No. # 18C22BX293)

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

Soil:

	Rate	Units	Total
Soil Technician (including nuclear guage)	\$ 100 hr	40	\$ 4,000.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00

Concrete:

Concrete Batch Plant Inspection (if required)	\$ 100 hr	8	\$ 800.00
Concrete Inspection / Technician - (cast cylinders)	\$ 100 hr	8	\$ 800.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	15	\$ 330.00
Concrete cylinder pickup	\$ 9.5 ea	15	\$ 142.50

Miscellaneous:

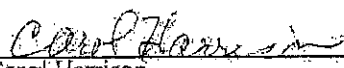
Asphalt Laydown Inspection (including density tests)	\$ 100 hr	32	\$ 3,200.00
Mileage	\$ 0.65 mi	680	\$ 442.00
Engineering	\$ 160 hr	6	\$ 960.00
DSA (LVR-291 & GVR-293)	\$ 395 ea	2	\$ 790.00
TOTAL:			\$ 11,859.50

Assumptions:

- 1 Estimate is from DSA approved plans and specifications,
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule of Fees and prevailing wage rates.

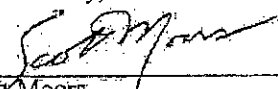
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Attachments: Terms & Conditions
2018 Fee Schedule

Reviewed By,


Scott Moors
Vice President

NV5 West, Inc.
1868 Palma Drive, Suite A, Ventura, CA 93003
Phone: (805) 656-6074

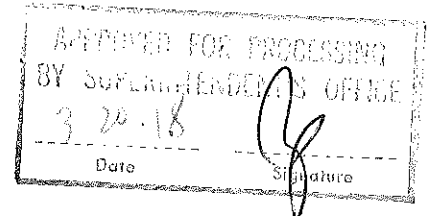
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TITLE: APPROVAL OF AGREEMENT NO A18.572 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE SINALOA MIDDLE SCHOOL MONUMENT SIGN PROJECT

Business & Facilities
Consent #15

March 20, 2018
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. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Sinaloa Middle School Monument Sign Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A18.572 with NV5 West, Inc. is for an estimated total cost of **\$10,975.00** (Exhibit "A") for materials testing and inspection for the Sinaloa Middle School Monument Sign Project. These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.572 with NV5 West, Inc. for testing laboratory-of-record services for the Sinaloa Middle School Monument Sign Project.

On a motion # 145 by Trustee Daniel, seconded by Trustee Snell and carried by a vote of 4-2, the Board of Education approved, by roll-call-vote, Agreement No. A18.572 with NV5 West, Inc.

Ayes: Daniel Snell Lakite White Noes: 1 Absent: 0 Abstained: 0

Exhibit A

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A18.572

SINALOA MIDDLE SCHOOL MONUMENT SIGN PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of March 21, 2018.

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 LOR Services as enumerated herein.

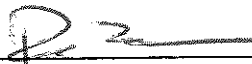
NOW THEREFORE, the District and LOR and agree as follows:

1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Sinaloa Middle School Monument Sign Project for an estimated total cost of \$10,975.00 per the attached Proposal dated March 5, 2018.**
2. **Assigned Project Form 103** (for projects requiring DSA review and approval). DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for this Assigned Project. The pricing for each test or inspection shall not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, 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:

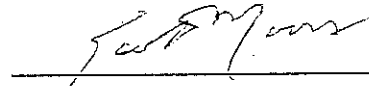


Title:

ASSOC. SVPT.

"LOR"
NV5 WEST, INC.

By:



Title:

VICE PRESIDENT

NV5

Simi Valley Unified School District
 875 E. Cochran Street
 Simi Valley, CA 93065

March 5, 2018
 Proposal No: 2018.06.0037
 DSA No.: 03-117611
 File No.: 56-34

ATTENTION: Anthony Joseph

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Sinaloa M.S.
 Monument Sign, 601 Royal Ave., Simi Valley, CA (Bid No. 18C81BX294)**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soil:			
Soil Technician (including nuclear gauge)	\$ 100 hr	4	\$ 400.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	200	\$ 130.00
Concrete:			
Concrete Batch Plant Inspection (if required)	\$ 100 hr	3	\$ 300.00
Concrete Inspection / Technician - (cast cylinders)	\$ 100 hr	3	\$ 300.00
Concrete compression tests (5 cyls. per set)	\$ 22 ea	5	\$ 110.00
Concrete cylinder pickup	\$ 9.5 ea	5	\$ 47.50
Reinforcing Steel:			
Reinforcing Steel Bend tests (#4 & 5)	\$ 50 ea	2	\$ 100.00
Reinforcing Steel Tensile tests (#4 & 5)	\$ 55 ea	2	\$ 110.00
Reinforcing Steel sampling	\$ 100 hr	2	\$ 200.00
Masonry:			
Masonry & Veneer Inspection	\$ 100 hr	24	\$ 2,400.00
Grout Batch Plant Inspection	\$ 100 hr	4	\$ 400.00
Mortar compression tests (sets of 3 ea.)	\$ 30 ea	9	\$ 270.00
Grout compression tests (sets of 4 ea.)	\$ 30 ea	4	\$ 120.00
Mortar & Grout sample pickup	\$ 9.5 ea	13	\$ 123.50
Block sampling (if required)	\$ 100 hr	4	\$ 400.00
Masonry Unit acceptance test (includes absorption, compression, moisture content & unit weight tests)	\$ 585 set	1	\$ 585.00
Masonry Coring Drill Rig + operator	\$ 290 hr	4	\$ 1,160.00
Masonry core shear test	\$ 105 ea	2	\$ 210.00

NV5 West, Inc.

1868 Palma Drive, Suite A, Ventura, CA 93003
 Phone: (805) 656-6074

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EXHIBIT "A"

Proposal - Sinaloa M.S. Monument Sign

March 5, 2018

Structural Steel:

Shop Welding Inspection (incls. Mat. ID, obtain welder certs & WPS)	\$	86	hr	4	\$	344.00
Field Welding Inspection (if required)	\$	100	hr	4	\$	400.00

Miscellaneous:

Epoxy Inspection dowels (new to existing concrete)	\$	100	hr	4	\$	400.00
Engineering	\$	160	hr	8	\$	1,280.00
DSA (LVR-291 & GVR-293)	\$	395	ea	2	\$	790.00
TOTAL:					\$	10,975.00

Assumptions:

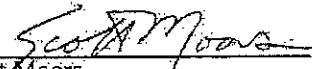
- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule of Fees and prevailing wage rates.

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.


 Carol Harrison
 Marketing Manager

Reviewed By,


 Scott Moors
 Vice President

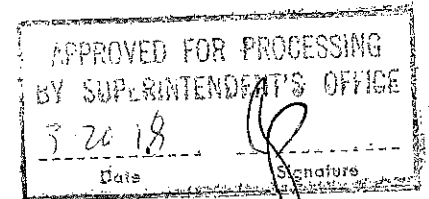
Attachments: Terms & Conditions
 2018 Fee Schedule

TITLE: AUTHORIZATION TO AWARD BID #18C7BX291, SINALOA MIDDLE SCHOOL SHADE STRUCTURE (RE-BID)

Business & Facilities
Consent #16

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Six bids were received on March 7, 2018, for Bid #18C7BX291, Sinaloa Middle School Shade Structure (Re-Bid). The recommended low bidder is indicated in bold type.

<u>Contractor</u>	<u>Bid Proposal</u>	<u>Alternate</u>	<u>Total Bid Proposal</u>
Ardalan Construction Co., Inc.	\$1,049,000	\$ 25,500	\$1,074,500
Chalmers Construction Services	\$1,162,000	\$ 15,000	\$1,177,000
Environmental Construction	\$1,055,306	\$ 55,770	\$1,111,076
GMZ Engineering, Inc.	\$1,000,000	\$ 40,000	\$1,040,000
The Nazerian Group	\$ 974,123	\$ 50,000	\$1,024,123
United Construction & Landscape	\$1,176,000	\$ 58,000	\$1,234,000

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$1,024,123 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18C7BX291, Sinaloa Middle School Shade Structure (Re-Bid) to The Nazerian Group in the amount of \$1,024,123.

On a motion # 165 by Trustee Daniel, seconded by Trustee Smith and carried by a vote of , the Board of Education approved, by roll-call vote, award of the Sinaloa Middle School Shade Structure (Re-Bid) to The Nazerian Group.

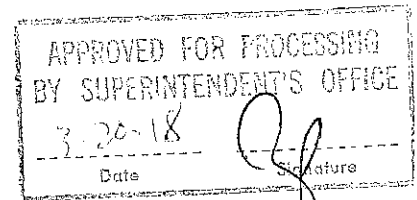
AYES: [Signatures] NOES: 0 Absent: 0 Abstained: 0

**TITLE: AUTHORIZATION TO AWARD BID #18C9BX290, SIMI VALLEY USD
STRUCTURED CABLING PROJECT**

Business & Facilities
Consent #17

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Nine bids were received on March 12, 2018 for Bid #18C9BX290, Simi Valley USD Structured Cabling Project. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

AAA Network Solutions Inc.	\$1,100,067.43
Empire Cabling, Inc.	\$1,499,000.00
Extenda Networks	\$1,138,747.54
GA Technical Services Inc.	\$ 999,908.12
PCC Network Solutions	\$1,633,323.77
Telenet VoIP, Inc.	\$1,373,296.68
T & B Communications, Inc.	\$1,029,221.68
Vector USA	\$1,749,238.81
X-Act Technology Solutions	\$1,218,992.00

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$999,908.12 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18C9BX290, Simi Valley USD Structured Cabling Project, to GA Technical Services Inc. in the amount of \$999,908.12.

On a motion # 165 by Trustee Daniels, seconded by Trustee Smoller and carried by a vote of 5, the Board of Education approved, by roll-call vote, award of the Simi Valley USD Structured Cabling Project to GA Technical Services Inc.

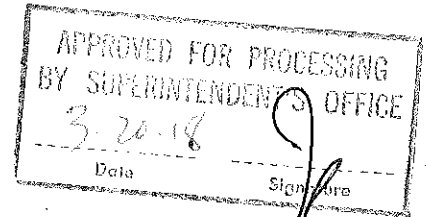
AYES: Daniels Smoller White NOES: 0 Absent: 1 Abstained: 0

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, EXTERIOR PAINTING 2017
PHASE II, BID NO. 17D27B265**

Business & Facilities
Consent # 19

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On May 9, 2017 the Board of Education authorized the award of Bid #17D27B265 to US National Corporation in the amount of \$198,200.00 for exterior painting of Arroyo, Park View and Santa Susana Elementary Schools along with interior painting of 18 classrooms at Berylwood Elementary School.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" which describes the changes, their related costs and justification for Change Order No. 1.

Fiscal Analysis

Change Order No. 1 represents an increase to the original contract by \$19,800.00 or 9.99%. The revised contract amount including Change Order No. 1, will be \$218,000.00.

This project is funded with Measure X Bond funds.

Recommendation:

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

On a motion # 165 by Trustee Daniel, seconded by Trustee Snell
and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change
Order No.1, for the Exterior Painting 2017 Phase II project.

Ayes: Daniel Snell Levy White Noes: 0 Absent: 0 Abstain: 0

Exterior Painting 2017 Phase II
17D27B265
Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
Allowance Balance	Unused allowance balance returned to District	\$ (2,000.00)	
COP 2	Arroyo- Replace and paint various portable skirtings, paint "K" lunch table and bench, paint storage container and color change at doors	\$ 6,800.00	District Requested
COP 3	Park View- Replace and paint various portable sidings, paint storage container, repair and paint wall where plumber removed sinks and AC enclosure	\$ 9,350.00	District Requested
COP 4	SSES- Repair various wood beams and fascia boards, repair MPR doors and hinges, install CA Distigished School sign.	\$ 5,650.00	Unforeseen Condition
TOTAL OF CHANGE ORDER NO. 1		\$ 19,800.00	

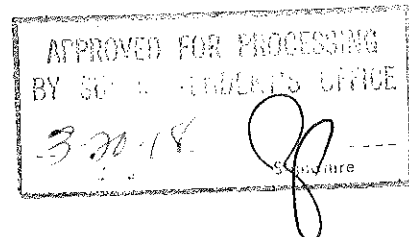
The original contract sum was:..... \$ 198,200.00
Change by previously authorized Change Order(s)..... \$ -
The contract sum prior to this change..... \$ 198,200.00
The contract sum will be increased by this Change Order by..... \$ 19,800.00 9.99%
The new contract sum including this Change Order will be..... 218,000.00
The contract days will be increased by..... 0 days
The date of completion as of the date of this Change Order therefore is..... 8/15/2017

TITLE: APPROVAL OF AGREEMENT NO A18.580 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND PUBLIC AGENCY LAW GROUP

Business & Facilities
Consent #23

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

The Bond Management Office occasionally requires the services of legal counsel regarding the bidding and construction of Measure X funded projects. Public Agency Law Group is experienced with the Public Contract Code and how it relates to the District's construction projects.

Fiscal Analysis

Ongoing Agreement A18.580 with Public Agency Law Group (Exhibit "A") is for a period of 5-years. Expenditures for these legal services will be on an as-needed basis and will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.580 with Public Agency Law Group.

On a motion # 165 by Trustee Daniel, seconded by Trustee Shelley and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A18.580 with Public Agency Law Group.

Ayes: Daniel
Shelley
Roberta
White Noes: 0 Absent: 0 Abstained: 0

RETAINER AGREEMENT A18.580

This Retainer Agreement is entered into by and between Simi Valley Unified School District ("District") and Public Agency Law Group ("Counsel"), this 1st day of March, 2018, with regard to the following recitals:

WHEREAS, the District is engaged from time to time in the development, design, bidding, construction, maintenance of various physical facilities, real property transactions, and other general business and public contract matters.

WHEREAS, Counsel has special skills, knowledge, experience and expertise in the area of public purchasing, public contracts, public works construction law, general business and related matters.

WHEREAS, the District has determined that it is in its best interests to retain Counsel as legal counsel to represent, advise and counsel the District in purchasing, construction, general business and related matters, as may be assigned by the District from time to time;

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

1. The District retains Counsel as legal counsel, and as an independent contractor, to represent the District and to provide legal advice, counseling and related legal services in connection with matters, as may be assigned or requested by the District from time to time.
2. Counsel shall be compensated for professional services rendered under this Agreement at the following hourly rates:

Sherman Wong	\$285
Debby Watson	\$275
Catherine Kim	\$235

Unless otherwise agreed by Counsel and the District in connection with particular tasks assigned Counsel under this Agreement, Counsel's billings under this Agreement shall be in increments of one-tenth (0.1) of an hour. The foregoing billing rates are subject to annual increases in an amount of not more than three percent (3%) of the prior billing rate.

3. In addition to attorneys' fees pursuant to Paragraph 2, the District will be billed for costs incurred by Counsel in providing services under this Agreement, including but not limited to photocopying, long distance telephone, fax, on-line legal research, and authorized travel. In addition, should any matter assigned to Counsel under this Agreement proceed to litigation, the District will be billed litigation-related costs, such as filing fees, service fees and deposition costs. These costs, including any other costs advanced by Counsel, shall be billed to the District in Counsel's monthly statements and such costs shall be paid by the District in accordance with Paragraph 4 of this Agreement.
4. Counsel shall submit monthly statements to the District for fees and costs for services performed under this Agreement. The District shall make payment to Counsel within thirty (30) days after receipt of such statements. Such monthly statements shall indicate the services performed, the individual(s) performing the services and shall provide an accounting of work time spent for which payment is requested under this Agreement.
5. Counsel and the District reserve the right, in their respective discretion, to terminate this Agreement at any time upon ten (10) days prior written notice to the other party. In the event that Counsel shall be attorney of record in any pending litigation matter at the time that the District shall exercise its right to terminate this Agreement, this Agreement shall not be deemed terminated until Counsel shall have had an opportunity to obtain leave of court to withdraw from any court proceeding in which Counsel is attorney of record for the District. In the event of termination of this Agreement, Counsel shall provide the District with all materials, documents and work product related to services performed by Counsel under this Agreement.

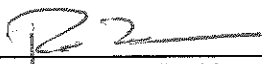
EXHIBIT "A"

6. The experience, skill and expertise of Counsel are of essence to this Agreement. Counsel shall not assign, whether by assignment or novation, this Agreement or delegate its duties hereunder, in whole or in part, or any right or interest hereunder without the prior written consent of the District.
7. During the Term of this Agreement, Counsel shall obtain and maintain the following insurance coverages:
- | | |
|--------------------------------|---|
| General Liability Insurance | One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate |
| Automobile Liability Insurance | One Million Dollars (\$1,000,000) combined single limit |
| Workers Compensation Insurance | In accordance with laws |
| Employers Liability | One Million Dollars (\$1,000,000) |
| Professional Liability | One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate |
8. Unless earlier terminated pursuant to the provisions hereof, the Term of this Agreement shall be sixty (60) months, commencing on the date set forth above.
9. The District's Superintendent and/or Associate Superintendent of Business & Facilities or employee of the District as may be designated by the District's Superintendent or Associate Superintendent of Business & Facilities shall have the authority to exercise the District's rights under this Agreement and to assign matters to counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

Simi Valley Unified School District

By:


Dr. Jason Peplinski, *Per Tado*
Superintendent *ASSOC. SVPT.*

3/21/18
Date

Public Agency Law Group

By:


Sherman Wong, Principal

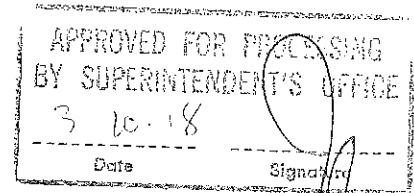
3/13/2018
Date

**TITLE: ACTION TO APPROVE THE PURCHASE OF DIGITAL
TELEPHONES THROUGH MEASURE X FUNDING**

Business & Facilities
Action #2

March 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On May 6, 2008, the Board of Education approved installation of a District-wide Integrated Telecommunications System, built upon Dukane/Vodavi equipment standards. Vodavi is now Vertical Communications. In order to continue to realize cost savings associated with E-rate and VOIP, it is necessary to convert all of the District's phones to digital phones, while still utilizing the District's Vertical/Vodavi switching and management system. This requires a conversion from analog to digital phones.

Fiscal Analysis

Required quantities include 471 24-button phones, and 1,386 4-button phones, at a cost not to exceed \$355,772.00, purchased through Vertical Communications using the PEPPM Technology Bidding & Purchasing Program. The expenditure for these digital phones will be funded with Measure X Bond funds.

The Board of Education has adopted Resolution No. 01-17/18, Participating in Bids/Contracts of Other Public Corporations and Agencies Throughout the 2017-2018 Fiscal Year, at the August 15, 2017 Board Meeting.

Recommendation

It is recommended that the Board of Education approve the purchase of digital phones using the PEPPM Technology Bidding & Purchasing Program.

On a motion # 168 by Trustee Daniel, seconded by Trustee Bryce and carried by a vote of 10, the Board of Education approved, by roll-call-vote, the purchase of digital phones using the PEPPM Technology Bidding & Purchasing Program.

Ayes: Daniel Bryce Frank White Noes: 0 Absent: 0 Abstained: 0