



**TITLE: FUNDING SOURCE FOR VALLEY VIEW MIDDLE SCHOOL
SHADE STRUCTURE PROJECT, BID NO. 17D7B257**

Business & Facilities
Consent # 6

May 15, 2018

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On April 18, 2017, the Board of Education approved award of the Valley View Middle School Shade Structure & ADA Accessibility Project, Bid No. 17D7B257, in the amount of \$629,000. At the time of award, the District had not received proceeds from the sale of Measure X bonds, thus the C4 Bond was identified as the funding source for this project. In June of 2017, proceeds from the sale of bonds for the Measure X program were received, and this project was subsequently funded with Measure X funds. Resolution No. 34-16/17 was adopted by the Board of Education on February 21, 2017 to allow the reimbursement of expenditures incurred on behalf of Measure X projects, from the yet-to-be issued bonds.

Fiscal Analysis

The Valley View Middle School Shade Structure Project construction contract was completed in the final amount of \$685,534.73 including change orders, and was funded with Measure X funds once they became available, in accordance with Resolution No. 34-16/17.

Additional information is available at the Bond Management Office.

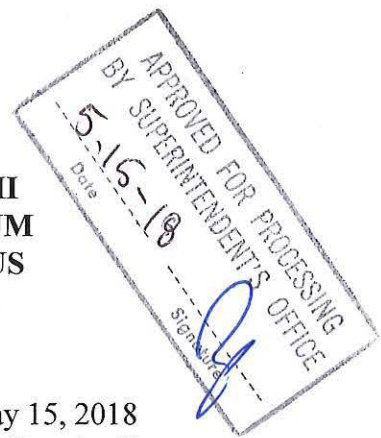
Recommendation

It is recommended that the Board of Education approve the use of Measure X as the funding source for the Valley View Middle School Shade Structure Project.

On a motion # 203 by Trustee Blough, seconded by Trustee Small and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, the use of Measure X funds for the Valley View Middle School Shade Structure Project.

Ayes: Blough
Davidson
Small
White Noes: 0 Absent: L. Bell Abstained: 0

TITLE: APPROVAL OF AGREEMENT NO A18.644 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MILLENNIUM CONSULTING ASSOCIATES FOR ONGOING HAZARDOUS MATERIALS CONSULTANT SERVICES



Business & Facilities
Consent #7

May 15, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 16, 2018 the Board of Education approved the list of selected firms for on-call hazardous materials consultant services for the Measure X Bond Program. The firm of Millennium Consulting Associates is on the approved list and can provide these services, which generally involve testing for lead and asbestos.

Fiscal Analysis

Ongoing Hazardous Materials Consultant Services Agreement A18.644 (Exhibit "A") is a **no-cost master services agreement** establishing the terms and conditions applicable to each project assignment.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Ongoing Hazardous Materials Consultant Services Agreement A18.644 with the firm of Millennium Consulting Associates.

On a motion # 203 by Trustee Blaylock, seconded by Trustee Snodgrass and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Ongoing Hazardous Materials Consultant Services Agreement A18.644 with the firm of Millennium Consulting Associates.

Ayes: Blaylock, Snodgrass, Miller, & Kite Noes: 0 Absent: LaSalle Abstained: 0

AGREEMENT NO. A18.644

FOR ON-GOING HAZARDOUS MATERIALS CONSULTANT SERVICES

This Agreement for Hazardous Materials Consultant Services ("Agreement") is entered into May 16, 2018 by and between SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and Millennium Consulting Associates ("Hazardous Materials Consulting Firm" or "Hazardous Materials Consultant"); the District and the Hazardous Materials Consultant are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, in connection with construction of an Assigned Project, the District will retain Hazardous Materials consulting services.

WHEREAS, in or about October 10, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from Hazardous Materials Consultant firms to provide Hazardous Materials Consultant services on an on-going basis.

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

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

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

WHEREAS, the Hazardous Materials Consulting Firm, and all personnel employed by the Hazardous Materials Consulting Firm to complete Hazardous Materials Consultant Services ("Hazardous Materials Consultants"), are duly qualified and capable of providing and performing the Hazardous Materials Consultant Services set forth herein.

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

AGREEMENT

1. Hazardous Materials Consultant Services

- 1.1. General. The Hazardous Materials Consultant Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Hazardous Materials Consulting Firm. The Hazardous Materials Consultant(s) employed by the Hazardous Materials Consulting Firm who are assigned Hazardous Materials Consultant Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Hazardous Materials Consultant(s) designated for an Assigned Project by the Hazardous Materials Consulting Firm in the PAA for each Assigned Project shall be subject to the approvals required by applicable law, rule or regulation. The Hazardous Materials Consultant(s) designated for an Assigned Project

in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Hazardous Materials Consultant voluntarily ceases employment with the Hazardous Materials Consulting Firm; (ii) employment of a Hazardous Materials Consultant is terminated by the Hazardous Materials Consulting Firm for cause; or (iii) replacement of a Hazardous Materials Consultant is requested by the District.

- 1.2. Hazardous Materials Consulting Firm DIR Registration. Pursuant to Labor Code §1725.5, the Hazardous Materials Consulting Firm is required to be a DIR Registered Contractor. Hazardous Materials Consulting Firm is currently a DIR Registered Contractor, with a DIR registration number of 1000038792 and an expiration date of June 30, 2018. At all times during performance under this Agreement, Hazardous Materials Consulting Firm shall be a DIR registered contractor.
 - 1.3. Hazardous Materials Consultants. For each Assigned Project, the Hazardous Materials Consulting Firm shall provide qualified Hazardous Materials Consultant(s) who are: (i) certified to provide Hazardous Materials Consultant Services; and (ii) capable of providing competent and adequate Hazardous Materials consulting services for the Assigned Project.
2. Hazardous Materials Consultant Services.
- 2.1. Assigned Project Scope of Work. The responsibilities of the Hazardous Materials Consultant for the Assigned Project include one or a combination of the following scope of work as specified in the PAA: (i) Preconstruction Services; (ii) Building Inspection, Sampling and Testing; (iii) Laboratory Testing and Evaluation; (iv) Demolition and Abatement Project Designs and Drawings; (v) Costs Estimates and Schedules; (vi) Demolition and Abatement Bidding Assistance; (vii) Abatement Documentation; (viii) Abatement Inspection Services; (ix) Abatement Oversight and Clearances; (x) Close-Out Documents; and/or (xi) Other Services.
 - 2.1.1. Preconstruction Services. The Hazardous Materials Consultant shall locate any building reports and sampling test data documenting the presence or absence of asbestos containing materials (ACM), lead, PCBs, and any other regulated or hazardous substances which will require abatement considerations above and beyond that of municipal landfill disposal or material recycling. The Hazardous Materials Consultant shall summarize and condense all reliable information to be used for future inspections and investigations.

The Hazardous Materials Consultant shall also locate all available construction or as-built drawings suitable for use in future inspections and abatement planning through research of onsite records, City of Simi Valley Department of Environmental Services Building and Safety Division, and other City archive records as necessary.

In the event that sufficient record drawings cannot be acquired for the abatement and demolition scope of work, the Hazardous Materials Consultant shall engage a Surveyor to perform a building survey to recreate the as-built drawing condition.
 - 2.1.2. Building Inspection, Sampling and Testing. The Hazardous Materials Consultant shall inspect all buildings, utilities, and structures in accordance with Federal NESHAPS protocols as modified by the Ventura County Air Pollution Control District (VCAPCD) Regulations. The Hazardous Materials Consultant shall use ASTM 2356 Inspection Methodology to include all portions of each of the buildings. The Hazardous Materials Consultant shall inspect building interiors, exteriors, roofs, porticos, covered walkways, concrete material, any fixtures or equipment in the structures, and utilities including piping, steamlines and duct banks. The Hazardous Materials Consultant shall use the AHERA protocol to set sampling strategies for

both asbestos containing building materials (ACBM) and asbestos containing construction materials (ACCM). The Hazardous Materials Consultant will retrieve a sufficient number of samples of other hazardous materials including paint coatings, PCB bedding sealants, expansion joint gaskets, etc.

The Hazardous Materials Consultant shall inspect for the presence of suspect ACBM, ACCM, lead coatings, mercury thermostats, fluorescent tubes, PCB ballasts, PCB caulking and bedding sealants, ionization smoke detectors, Freon and other refrigerants, building maintenance chemicals such as paints, lacquers, cleaning agents, Halon, emergency generator lubricants and fuels, hydraulic elevator fluids, and any other hazardous materials that will be subject to regulatory abatement requirements.

The Hazardous Materials Consultant shall perform destructive testing to expose hidden and inaccessible mechanical shafts, plenums, and furred out spaces, and hidden layers of ceiling systems and floor coverings. It is the intent of this task to require all ceiling and floor covering systems to be properly and completely characterized regarding type and number of layers requirement abatement. This task requires selective demolition of window assemblies to the extent beading sealants and caulks are sampled. All roofs compromised of different building materials must be cored to the deck in at least one location. All expansion joints must be explored.

The Hazardous Materials Consultant shall also perform inspection and testing for mold and airborne contaminants on an as-needed basis as directed by the District.

The Hazardous Materials Consultant shall define the various hazardous materials' locations and homogenous areas, condition, measure the quantities, and evaluate hazardous materials found.

- 2.1.3. Laboratory Testing and Evaluation. The Hazardous Materials Consultant shall (i) submit all materials sampled, under chain of custody protocols, to a suitable accredited laboratory for analysis; (ii) review, evaluate and interpret all laboratory results, as well as determine the impact each of the hazardous materials will have on the abatement and demolition work; and (iii) record and document all in section findings in a bound report and submit for review by VCAPCD.
- 2.1.4. Demolition and Abatement Project Designs and Drawings. The Hazardous Materials Consultant shall: (i) design a hazardous materials abatement program following all regulatory requirements and protects the public; (ii) create a detailed pre-demolition survey including, scaled drawings showing the location, types, and quantities of hazardous materials to be abated, removed, or remediated and show on the drawings a suitable number of details and demonstrate the required extent of soft demolition required to access the hazardous materials, and the required sequence of the work; (iii) ensure historical building finishes, fixtures, equipment, and any other materials identified as historical in nature are protected or removed prior to abatement work; and (iv) prepare a Dust Mitigation Plan to comply with California Air Resources Board and Ventura County Department of Public Health requirements as well as any other relevant regulatory requirements.
- 2.1.5. Cost Estimates and Schedules. The Hazardous Materials Consultant shall: (i) develop preliminary abatement schedules for the hazardous material abatement and hard demolition work for both a mechanical deconstruction and implosion methodology; the schedule must comply with a maximum duration provided by the District; (ii) provide an estimate of abatement costs based on the inspection report and laboratory testing for both a mechanical deconstruction and implosion

methodology; and (iii) prepare a conceptual, 80% design development, and final critical path schedule for both a mechanical deconstruction and implosion methodology.

- 2.1.6. Demolition and Abatement Bidding Assistance. The Hazardous Materials Consultant shall: (i) develop technical recommendations for the scope of the Abatement and Demolition RFP that clearly describes the physical abatement work and associated process to be undertaken by the Contractor of the Assigned Project; (ii) prepare the "Demolition and Abatement Project Designs and Drawings" as defined in Paragraph 2.1.4 above, and any other required documentation for inclusion in the PAA. These documents shall be referred to as the "Abatement Bid Documents"; (iii) assist in conducting a pre-job bid walk; (iv) respond to technical clarification requests; (v) evaluate each of the submitted bids as necessary, and make a recommendation of contract award; and (vi) create bid tabulation for direct comparison between bids.
- 2.1.7. Abatement Documentation. The Hazardous Materials Consultant shall: (i) submit two copies of abatement drawings to the City of Simi Valley Department of Environmental Services Building and Safety Division for plan check and allow for all necessary revisions of plan check comments and resubmissions for permit; and (ii) notify VCAPCD of demolition or renovation, if required, and acquire additional permits and/or licenses with other regulatory agencies as necessary.
- 2.1.8. Abatement Inspection Services. The Hazardous Materials Consultant shall: (i) inspect the hazardous materials abatement work under the management of a Certified Asbestos Consultant (CAC); (ii) attend District/Contractor weekly meetings during abatement; (iii) identify air monitoring requirements for the abatement contractor to perform; (iv) represent the District's interest in meetings with environmental regulatory agencies; (v) review Contractor pre-work submittals relating to abatement of hazardous materials; (vi) verify submitted change order conditions; (vii) create, post and update weekly hazardous materials abatement status graphically showing the areas or floors in containment; (viii) observe and record or otherwise document the Contractor's performance for compliance with the construction documents, and with regulatory mandated practices to ensure the Contractor follows all asbestos safety procedures; (ix) perform site inspections at the substantial completion stage to develop punchlist items requiring correction and process Substantial Completion notices; and (x) perform a final inspection to ensure the satisfactory completion of all punchlist items prior to final project acceptance.
- 2.1.9. Abatement Oversight and Clearances. The Hazardous Materials Consultant shall: (i) monitor initial containment, perform inspection and issue approval; (ii) perform daily containment inspections as necessary; (iii) ensure compliance with contract documents for the Assigned Project; (iv) ensure compliance with Federal EPA regulations, Cal OSHA regulations, and VCAPCD regulations; (v) conduct interior and ambient exterior air monitoring during abatement and building demolition to document asbestos and lead air quality outside the work area; (vi) conduct aggressive clearance testing for asbestos by TEM for each floor or work area; (vii) confirm waste packaging and profiling; and (viii) sign all hazardous waste manifests on behalf of the District.
- 2.1.10. Close-Out Documents. The Hazardous Materials Consultant shall: (i) prepare a final letter of completion documenting the buildings are ready for structural demolition, if it be decided that the structure will be imploded and prepare the required documentation for submission to VCAPCD and other regulatory agencies certifying that the building has no hazardous materials remaining in it; and (ii) compile all

project documentation, organize and develop a final submittal hard copy and pdf electronic file.

- 2.2. Project Meetings. If requested by the District or the Construction Manager, the Hazardous Materials Consultant shall attend the project meetings relating to the Assigned Project.
- 2.3. Project Communications. For each Assigned Project, the Hazardous Materials Consultant shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Hazardous Materials Consultant shall, without adjustment of the Contract Price due the Hazardous Materials Consulting Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.4. Prohibited Actions/Activities. The Hazardous Materials Consulting Firm and Hazardous Materials Consultant for each Assigned Project shall not: (i) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods, techniques, sequences or procedures; and/or (ii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.5. Additional Hazardous Materials Consultant Services. Services not included in the Hazardous Materials Consultant Services are Additional Hazardous Materials Consultant Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Hazardous Materials Consultant Services by adding, deleting or modifying the Hazardous Materials Consultant Services described in herein by written notice to the Hazardous Materials Consulting Firm. If Additional Hazardous Materials Consultant Services are authorized by the District, which are not the result of the Hazardous Materials Consulting Firm's fault or neglect, the Hazardous Materials Consulting Firm will be compensated for authorized Additional Hazardous Materials Consultant Services in accordance with this Agreement and the PAA for the Assigned Project
- 2.6. Hazardous Materials Consulting Firm Standard of Care. The Hazardous Materials Consultant Services and authorized Additional Hazardous Materials Consultant Services; if any, shall be performed and provided by the Hazardous Materials Consulting Firm: (i) using the Hazardous Materials Consulting Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance with applicable laws, rules and regulations. The Hazardous Materials Consulting Firm acknowledges that the Hazardous Materials Consultant Services are to be provided and performed in conjunction with other services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, the Hazardous Materials Consulting Firm acknowledges and agrees that the Hazardous Materials Consultant Services will be provided as required by the progress of the construction of the Assigned Project and that the Hazardous Materials Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Hazardous Materials Consulting Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Hazardous Materials Consultant Services or authorized Additional Hazardous Materials Consultant Services in accordance with the terms of this Agreement and the PAA.

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

3. District Responsibilities

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

4. District Payments.

- 4.1. Contract Price for Assigned Project Hazardous Materials Consultant Services. For each Assigned Project, the District will pay the Hazardous Materials Consulting Firm the Assigned Project Contract Price set forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to the Hazardous Materials Consulting Firm for the Hazardous Materials Consultant Services for such Assigned Project, including the Hazardous Materials Consulting Firm's fee, personnel expenses (including all benefits and burdens), travel for the Hazardous Materials Consulting Firm, the Hazardous Materials Consultant(s) and others providing any part of the Hazardous Materials

Consultant Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Hazardous Materials Consultant to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Hazardous Materials Consultant Services for an Assigned Project.

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

- 4.6. Hazardous Materials Consulting Firm's Payments. The Hazardous Materials Consulting Firm shall promptly pay its employees and others performing or providing Hazardous Materials Consultant Services or authorized Additional Hazardous Materials Consultant Services for an Assigned Project upon receipt of payments from the District. If required by applicable law, rule or regulation, the Hazardous Materials Consulting Firm's payments to personnel providing or performing Hazardous Materials Consultant Services or authorized Additional Hazardous Materials Consultant Services for an Assigned Project shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Hazardous Materials Consultant Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Hazardous Materials Consulting Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

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

Materials Consulting Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

5.5. Policy Endorsements; Evidence of Insurance. The Hazardous Materials Consulting Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

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

5.7. Indemnity.

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

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

6. Term; Time

6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Hazardous Materials Consultant Services or authorized Additional Services to be performed by the Hazardous Materials Consulting Firm in connection with an Assigned Project under a PAA issued prior to the expiration of the Term, the Hazardous Materials Consulting Firm shall continue to diligently perform and complete all such remaining

Hazardous Materials Consultant Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Hazardous Materials Consultant Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.

- 6.2. Time. All of the Hazardous Materials Consultant Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Hazardous Materials Consulting Firm in a prompt and diligent manner as is consistent with professional skill and care. The Hazardous Materials Consultant shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Hazardous Materials Consultant to complete Hazardous Materials Consultant Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Hazardous Materials Consultant's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Hazardous Materials Consultant.

7. Termination; Suspension.

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

- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Hazardous Materials Consulting Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Hazardous Materials Consulting Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Hazardous Materials Consulting Firm's default or the acts or omissions of the Hazardous Materials Consulting Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Hazardous Materials Consulting Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Hazardous Materials Consulting Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Hazardous Materials Consulting Firm, terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Hazardous Materials Consulting Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Hazardous Materials Consulting Firm, or such other time as the District and Hazardous Materials Consulting Firm may mutually agree upon. In such event, the District shall make payment to Hazardous Materials Consulting Firm for Hazardous Materials Consultant Services, authorized Additional Services and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Hazardous Materials Consulting Firm directly attributable to such termination. Except as set forth above, the Hazardous Materials Consulting Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Hazardous Materials Consultant Services.
- 7.4. Hazardous Materials Consulting Firm Suspension of Hazardous Materials Consultant Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Hazardous Materials Consulting Firm, the Hazardous Materials Consulting Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Hazardous Materials Consultant Services relating to such Assigned Project hereunder until payment in full is received. In such event, Hazardous Materials Consulting Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Hazardous Materials Consulting Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Hazardous Materials Consulting Firm shall take action as directed by the District relating to the on-going Hazardous Materials Consultant services and related work product. If requested by the District, the Hazardous Materials Consulting Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Hazardous Materials Consulting Firm relating to the Assigned Project. The Hazardous Materials Consulting Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Hazardous Materials Consulting Firm may, at its sole cost and expense, make reproductions of the materials

delivered to the District.

8. Miscellaneous

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or the Hazardous Materials Consulting Firm.
- 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of the Hazardous Materials Consulting Firm and the District hereunder.
- 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Hazardous Materials Consulting Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
- 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Hazardous Materials Consulting Firm and the District. Neither Hazardous Materials Consulting Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Hazardous Materials Consulting Firm warrant and represent that she/he is authorized to execute this Agreement and bind the Hazardous Materials Consulting Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.
- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

If to Hazardous Materials Consulting Firm:

Jack McCubbin, CAC
Principal-In-Charge
Millennium Consulting Associates
2001 South Barrington Ave., Suite 209
Los Angeles, CA 90025

8.8. Disputes.

- 8.8.1. Continuation of Hazardous Materials Consulting Firm Services. Except in the event of the District's failure to make an undisputed payment due the Hazardous Materials Consulting Firm for an Assigned Project, notwithstanding any disputes between District and the Hazardous Materials Consulting Firm hereunder or in connection with an Assigned Project, the Hazardous Materials Consulting Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Hazardous Materials Consulting Firm to continue to provide and perform Hazardous Materials Consultant Services and authorized Additional Hazardous Materials Consultant Services for Assigned Projects pending a subsequent resolution of such disputes.
- 8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Hazardous Materials Consulting Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Hazardous Materials Consulting Firm commencing binding dispute proceedings.
- 8.8.3. Hazardous Materials Consulting Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Hazardous Materials Consulting Firm's submission of claims to the District. The Hazardous Materials Consulting Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Hazardous Materials Consulting Firm's initiation of any binding dispute resolution procedure or proceeding.
- 8.8.4. Binding Arbitration.
- 8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in controversy between the District and the Hazardous Materials Consulting Firm which are not resolved by non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.
- 8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.
- 8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil

Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

- 8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Hazardous Materials Consulting Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Hazardous Materials Consulting Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Hazardous Materials Consulting Firm has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially conflict with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.
- 8.8.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under this Agreement or a PAA, the damages, if any, recoverable by the Hazardous Materials Consulting Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Hazardous Materials Consulting Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under this Agreement; the Hazardous Materials Consulting Firm expressly waives and relinquishes any recovery of special or consequential damages from the District.

9. Definitions.

- 9.1. Hazardous Materials Consultant. The Hazardous Materials Consultant is the person or entity identified as such in this Agreement and the PAA. The Hazardous Materials Consultant is retained by the District to identify all of the hazardous materials within the assigned Measure X Project(s) and prepare the construction documents for its abatement, removal and management of these materials associated with the construction project. The Hazardous Materials Consultant will provide monitoring services during the construction phase of the project to ensure activities comply with the contract documents and applicable laws and regulations.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspector. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 Project Inspectors and who are employed by the Project Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment, which is the written instrument issued by the District and mutually executed by the District and the Hazardous Materials Consultant which establishes the specific terms and conditions for the Hazardous Materials Consulting Firm's performance and provision of Hazardous Materials Consultant Services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Hazardous Materials Consulting Firm, the Hazardous Materials Consulting Firm shall have no right to provide hazardous materials consulting services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Hazardous Materials Consultant.

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

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

"DISTRICT"
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent of
Business & Facilities

"Hazardous Materials Consulting Firm"
MILLENNIUM CONSULTING ASSOCIATES

Jack McCubbin
By: _____
Jack McCubbin

Digitally signed by Jack McCubbin
DN: cn=Jack McCubbin, o, ou,
email=jmccubbin@mecaenviro.com,
c=US
Date: 2018.04.25 09:40:30 -0700

Title: Principal

**TITLE: APPROVAL OF ADDITIONAL SERVICES AGREEMENT NO. A18.654
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM
DESIGN GROUP**

Business & Facilities
Consent #9

May 15, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Seven projects involving security fencing and landscape improvements will need construction administration services from the architect during construction. These projects were designed by RRM Design Group.

Fiscal Analysis

Project

Construction Administration Services

Justin Early Learners Academy Shade Structures - Agreement No. A18.108:	\$7,380
White Oak ES Security Fencing & Landscape - Agreement No. A18.349:	\$6,000
Atherwood ES Security Fencing & Landscape - Agreement No. A18.350:	\$6,000
Garden Grove ES Security Fencing & Landscape - Agreement No. A18.352:	\$6,000
Crestview ES Security Fencing & Landscape - Agreement No. A18.353:	\$6,800
Katherine ES Phase I and Phase II - Agreement Nos. A18.354 and A18.355:	\$14,200
Wood Ranch ES Security Fencing & Landscape - Agreement No. A18.369:	\$6,000

Total of Not-to-Exceed Amounts: \$52,380

Said Agreement is attached as Exhibit "A". These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Additional Services Agreement A18.654 for construction phase administration services with the firm of RRM Design Group.

On a motion # 203 by Trustee Blaylock, seconded by Trustee Snodgrass and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Additional Services Agreement No. A18.654 with RRM Design Group.

Ayes: Blaylock Snodgrass White Noes: 0 Absent: LaBelle Abstained: 0



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BOND MANAGEMENT PROGRAM**

**ADDITIONAL SERVICES AGREEMENT A18.654
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
RRM DESIGN GROUP**

This Authorization is executed between the SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and RRM DESIGN GROUP ("Consultant") as of May 16, 2018.

Consultant is authorized to provide the following Additional Services to assigned projects for provision of construction phase services, as further described in the attached Proposals from Consultant (Exhibit "A"):

Provide construction-phase support services, DSA processing where applicable, and record drawings for the following assigned projects:

Assigned Project

Additional Services

Justin Early Learners Academy Shade Structures - Agreement No. A18.108:	\$7,380
White Oak ES Security Fencing & Landscape - Agreement No. A18.349:	\$6,000
Atherwood ES Security Fencing & Landscape - Agreement No. A18.350:	\$6,000
Garden Grove ES Security Fencing & Landscape - Agreement No. A18.352:	\$6,000
Crestview ES Security Fencing & Landscape - Agreement No. A18.353:	\$6,800
Katherine ES Phase I and Phase II - Agreement Nos. A18.354 and A18.355:	\$14,200
Wood Ranch ES Security Fencing & Landscape - Agreement No. A18.369:	<u>\$6,000</u>

Total of Not-to-Exceed Amounts: \$52,380

The amounts identified above are not-to-exceed estimated fees for construction phase services. Payment shall be provided only for services actually performed by Consultant. Consultant shall notify the District, and request written approval prior to performing Additional Services which exceed any of the amounts specified above. The terms and conditions of Ongoing Agreement A17.321 for Architectural Services dated February 17, 2017 apply to these Additional Services for each of the above-referenced Assigned Projects.

Compensation:

Compensation for these additional services shall be the stated not-to-exceed fees, which total **Fifty-Two Thousand Three-Hundred Eighty Dollars (\$52,380)**.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

RRM DESIGN GROUP

By: _____
Ron Todo

By: _____
Jeff Ferber

Title: Associate Superintendent Business & Facilities

Title: Principal



ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: Justin Early Learners Academy School Playground Shade Structures	Project Number: 0842-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 24, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated July 27, 2017 (the "Prime Agreement") for the project Justin Early Learners Academy School Playground Shade Structures (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across multiple schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

o California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844

Business & Facilities, Consent #9



Justin Early Learners Academy School Playground Shade Structures

Add. Service Authorization

April 24, 2018

Page 2 of 4

Task X.01: Bidding Support

RRM will assist the District during the bidding stage of the project. We will respond to Requests for Information (RFI) and provide supplemental instructions as required. RRM's project manager will provide a pre-bid walk as part of this task.

Deliverables:

- Pre-bid walk
- RFI responses and supplemental instructions

Fixed Fee:

- \$1,500 (see footnote A)

Task X.02: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 15 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to three times during the construction process.

RRM's architect for this project may need to coordinate with DSA during the construction observation process.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents
- DSA forms to be submitted:
 - 5-PI – Project Inspector Qualification and Approval
 - 102-IC – Construction Start Notice/Inspection Card Request
 - CCD if required (maximum of one)
 - 6-C – Contractor Verified Report
 - 6-AE – Architect/Engineer Verified Report
 - 1-LC – Outdoor Water Use: Self Certification of Landscape Irrigation Installation
 - 168 – Statement of Final Actual Project Cost
- Up to three (3) Landscape Architecture site visits to observe construction process
- Up to one (1) Civil Engineering site visits to observe construction process

Fixed Fee:

- \$3,800 - Landscape Architecture (see footnote A)
- \$1,200 – Architecture (see footnote A)



Justin Early Learners Academy School Playground Shade Structures

Add. Service Authorization

April 24, 2018

Page 3 of 4

Task X.03: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to both phases of the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- Record drawings

Fixed Fee:

- \$880 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates

Fee Footnotes

- Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees
\$7,380



Justin Early Learners Academy School Playground Shade Structures
Add. Service Authorization
April 24, 2018
Page 4 of 4

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL
(All tasks authorized unless otherwise noted.)

ecm\corp\rrm\on-site\0801\0842-01-CL17-Justin-Early-Learners-Playground-Shade\Project-Management\Contracts\Addendums\ASA-ConAdmin-4-24-18-bpd.doc



ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: White Oak Elementary School Landscape and Fencing	Project Number: 0860-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 11, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated September 15, 2017 (the "Prime Agreement") for the project White Oak Elementary School Landscape and Fencing (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Landscape Architecture

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across five schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

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www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844

Business & Facilities, Consent #9



White Oak Elementary School Landscape and Fencing
Add. Service Authorization

April 11, 2018

Page 2 of 3

Task X.01: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 15 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to two times during the construction process.

Deliverables:

- *RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents*
- *Up to two (2) landscape architecture site visits to observe construction process*

Fixed Fee:

- *\$4,800 (see footnote A)*

Task X.02: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- *Record drawings*

Fixed Fee:

- *\$1,200 (see footnote A)*

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates
- DSA review



White Oak Elementary School Landscape and Fencing
Add. Service Authorization

April 11, 2018

Page 3 of 3

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees **\$6,000**

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

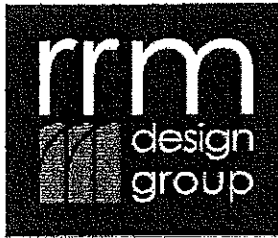
Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL
(All tasks authorized unless otherwise noted.)

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ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: Atherwood Elementary School Landscape and Fencing	Project Number: 0835-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 10, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated September 15, 2017 (the "Prime Agreement") for the project Atherwood Elementary School Security Fencing and Landscape Improvements (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Landscape Architecture

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across five schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

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Business & Facilities, Consent #9



Atherwood Elementary School Landscape and Fencing
Add. Service Authorization

April 10, 2018

Page 2 of 3

Task X.01: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 15 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to two times during the construction process.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents
- Up to two (2) landscape architecture site visits to observe construction process

Fixed Fee:

- \$4,800 (see footnote A)

Task X.02: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- Record drawings

Fixed Fee:

- \$1,200 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates
- DSA review



Atherwood Elementary School Landscape and Fencing
Add. Service Authorization

April 10, 2018

Page 3 of 3

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees **\$6,000**

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL

(All tasks authorized unless otherwise noted.)

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ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: Garden Grove Elementary School Landscape and Fencing	Project Number: 0839-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 10, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated September 15, 2017 (the "Prime Agreement") for the project Garden Grove Elementary School Landscape and Fencing (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Landscape Architecture

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across five schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

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Business & Facilities, Consent #9



Garden Grove Elementary School Landscape and Fencing

Add. Service Authorization

April 10, 2018

Page 2 of 3

Task X.01: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 15 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to two times during the construction process.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents
- Up to two (2) landscape architecture site visits to observe construction process

Fixed Fee:

- \$4,800 (see footnote A)

Task X.02: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- Record drawings

Fixed Fee:

- \$1,200 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates
- DSA review



Garden Grove Elementary School Landscape and Fencing
Add. Service Authorization

April 10, 2018

Page 3 of 3

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees **\$6,000**

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL
(All tasks authorized unless otherwise noted.)

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ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02, X.03
Project Name: Crestview Elementary School Landscape and Fencing	Project Number: 0838-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 10, 2018	

Method:

- ☐ Letter

 ☐ Email authorization attached to parties
☒ Client authorization required

 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)

 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated September 15, 2017 (the "Prime Agreement") for the project Crestview Elementary School Landscape and Fencing (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Landscape Architecture

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across five schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

**Crestview Elementary School Landscape and Fencing
Add. Service Authorization
April 10, 2018
Page 2 of 3**

Task X.01: Bidding Support

RRM will assist the district during the bidding stage of the project. We will respond to Requests for Information (RFI) and provide supplemental instructions as required.

Deliverables:

- *RFI responses and supplemental instructions*

Fixed Fee:

- *\$800 (see footnote A)*

Task X.02: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 15 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to two times during the construction process.

Deliverables:

- *RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents*
- *Up to two (2) landscape architecture site visits to observe construction process*

Fixed Fee:

- *\$4,800 (see footnote A)*

Task X.03: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- *Record drawings*

Fixed Fee:

- *\$1,200 (see footnote A)*

LIMITATIONS OF SCOPE AND EXCLUSIONS

**Cresview Elementary School Landscape and Fencing
Add. Service Authorization**

April 10, 2018

Page 3 of 3

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates
- DSA review

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees	<u>\$6,800</u>
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Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

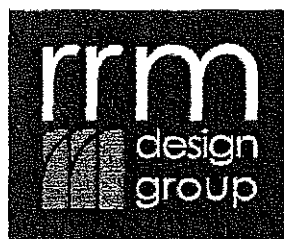
Date

Print Name, Title

Tasks Authorized OPTIONAL

(All tasks authorized unless otherwise noted.)

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ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: Katherine Elementary School Landscape and Fencing Phase 1 & 2	Project Number: 0843-01-CI17
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 24, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated September 15, 2017 (the "Prime Agreement") for the project Katherine Elementary School Landscape and Fencing Phase 1 (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Phase 1 and 2

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across multiple schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

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Business & Facilities, Consent #9



Katherine Elementary School Landscape and Fencing Phase 1 & 2

Add. Service Authorization

April 24, 2018

Page 2 of 4

Task X.01: Bidding Support

RRM will assist the District during the bidding stage of phase 2 of the project (phase 1 has already been awarded). We will respond to Requests for Information (RFI) and provide supplemental instructions as required. RRM's project manager will provide a pre-bid walk as part of this task.

Deliverables:

- Pre-bid walk
- RFI responses and supplemental instructions

Fixed Fee:

- \$1,500 (see footnote A)

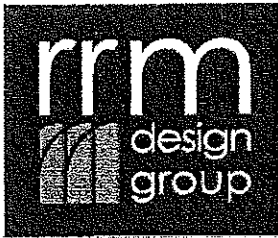
Task X.02: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 20 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to four times during the construction process. RRM's Civil Engineering project manager anticipates up to one visit of their own.

RRM's architect for this project may need to coordinate with DSA during the construction observation process.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents
- DSA forms to be submitted:
 - 5-PI – Project Inspector Qualification and Approval
 - 102-IC – Construction Start Notice/Inspection Card Request
 - CCD if required (maximum of one)
 - 6-C – Contractor Verified Report
 - 6-AE – Architect/Engineer Verified Report
 - 1-LC – Outdoor Water Use: Self Certification of Landscape Irrigation Installation
 - 168 – Statement of Final Actual Project Cost
- Up to four (4) Landscape Architecture site visits to observe construction process
- Up to one (1) Civil Engineering site visits to observe construction process



Katherine Elementary School Landscape and Fencing Phase 1 & 2

Add. Service Authorization

April 24, 2018

Page 3 of 4

Fixed Fee:

- \$6,800 - Landscape Architecture (see footnote A)
- \$2,500 - Civil Engineering (see footnote A)
- \$1,200 - Architecture (see footnote A)

Task X.03: Record Drawings – Phase 1 and 2

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to both phases of the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- Record drawings – phase 1 & 2

Fixed Fee:

- \$2,200 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees
\$14,200



Katherine Elementary School Landscape and Fencing Phase 1 & 2
Add. Service Authorization

April 24, 2018

Page 4 of 4

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL
(All tasks authorized unless otherwise noted.)

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ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01, X.02
Project Name: Wood Ranch Elementary School Landscape and Fencing	Project Number: 0861-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: April 11, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated September 15, 2017 (the "Prime Agreement") for the project Wood Ranch Elementary School Landscape and Fencing (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

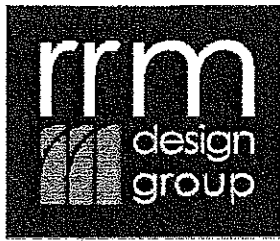
Construction Support – Landscape Architecture

The following construction support tasks are setup to provide the District support for multiple fencing and landscape improvement projects spread across five schools. Given multiple campuses are under construction at the same time, RRM is able to provide efficiencies in construction support. Should these projects be constructed separately, RRM will require a separate contract amendment.

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Task X.01: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details, and prepare preliminary and final punch lists. RRM anticipates up to 15 RFI as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to two times during the construction process.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents
- Up to two (2) landscape architecture site visits to observe construction process

Fixed Fee:

- \$4,800 (see footnote A)

Task X.02: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- Record drawings

Fixed Fee:

- \$1,200 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Cost estimates
- DSA review



Wood Ranch Elementary School Landscape and Fencing
Add. Service Authorization

April 11, 2018
Page 3 of 3

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Total Estimated Additional Fees **\$6,000**

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL
(All tasks authorized unless otherwise noted.)

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TITLE: AUTHORIZATION TO AWARD BID #18E4BX308, ROOFING REPLACEMENT AT VISTA & KNOLLS ELEMENTARY SCHOOLS

Business & Facilities
Consent #18

May 15, 2018

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Two bids were received on May 4, 2018 for Bid #18E4BX308, Roofing Replacement at Vista & Knolls Elementary Schools. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>	<u>Alternate Bid Amount</u>
Best Contracting Services, Inc.	\$915,285	\$95,405
4 Seasons Roofing, Inc.	\$897,636	78,825

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18E4BX308, Roofing Replacement at Vista & Knolls Elementary Schools to 4 Seasons Roofing, Inc., for the scope of work outlined in the base bid as well as the additional scope outlined in the alternate bid for \$78,825, the combined total amount of \$976,461.

On a motion # 203, by Trustee Blong, seconded by Trustee Snodgrass and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Roofing Replacement at Vista & Knolls Elementary Schools to 4 Seasons Roofing, Inc. for the scope of work outlined in the base bid as well as the additional scope outlined in the alternate bid.

AYES: Blong, Snodgrass, White NOES: 0 Absent: La Belle Abstained: 0

TITLE: AUTHORIZATION TO AWARD BID #18E1BX307, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT CRESTVIEW ELEMENTARY SCHOOL

Business & Facilities
Consent #20

May 15, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Three bids were received on May 1, 2018 for Bid #18E1BX307, Security Fencing & Landscape Improvements at Crestview Elementary School. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

A. Bates G.C. Inc.

\$495,000

Ardalan Construction Company, Inc.

\$533,000

Hughes General Engineering, Inc.

\$629,000

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$495,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18E1BX307, Security Fencing & Landscape Improvements at Crestview Elementary School, to A. Bates G.C. Inc. in the amount of \$495,000.

On a motion # 203 by Trustee Blange, seconded by Trustee Snell and carried by a vote of 4/4, the Board of Education approved, by roll-call vote, award of the Security Fencing & Landscape Improvements at Crestview Elementary School to A. Bates G.C. Inc.

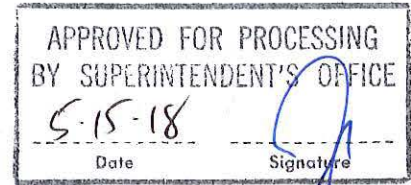
AYES: Blange Snell White NOES: 0 Absent: L. Belle Abstained: 0

TITLE: AUTHORIZATION TO AWARD BID #18E2BX302, 2018 PAVING PHASE I

Business & Facilities
Consent #21

May 15, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Six bids were received on May 4, 2018 for Bid #18E2BX302, 2018 Paving Phase I. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

Ardalan Construction Company, Inc.	\$ 878,500.00
Asphalt, Fabric & Engineering, Inc.	\$ 775,150.00
Geronimo Concrete, Inc.	\$1,123,456.60
Granite Construction Company	\$ 594,590.00
PaveWest, Inc.	\$ 523,160.00
Universal Asphalt Co., Inc.	\$ 530,300.00

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$523,160 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18E2BX302, 2018 Paving Phase I, to PaveWest, Inc. in the amount of \$523,160.

On a motion # 203 by Trustee Blawie, seconded by Trustee Small and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the 2018 Paving Phase I to PaveWest, Inc.

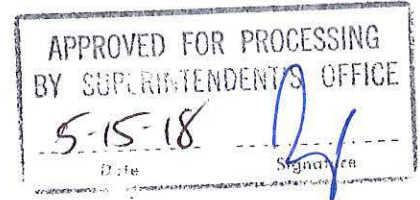
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Brother
White NOES: 0 Absent: Ja Bule Abstained: 0

TITLE: AUTHORIZATION TO AWARD BID #18E3BX303, 2018 PAVING PHASE II

Business & Facilities
Consent #22

May 15, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Five bids were received on May 4, 2018 for Bid #18E3BX303, 2018 Paving Phase II. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

Asphalt, Fabric & Engineering, Inc.	\$ 765,067
Geronimo Concrete, Inc.	\$1,238,840
Granite Construction Company	\$ 647,095
PaveWest, Inc.	\$ 818,214
Universal Asphalt Co., Inc.	\$ 540,000

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$540,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18E3BX303, 2018 Paving Phase II, to Universal Asphalt Co., Inc. in the amount of \$540,000.

On a motion # 203 by Trustee B. Warg, seconded by Trustee Snell and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the 2018 Paving Phase II to Universal Asphalt Co.

AYES: Blox
Daniel
Snell
White NOES: 0 Absent: Le Belle Abstained: 0

**TITLE: AUTHORIZATION OF BLANKET APPROVAL FOR CONTRACT
CHANGE ORDERS NOT TO EXCEED STATUTORY LIMITS
FOR SUMMER SCHOOL CONSTRUCTION WORK**

Business & Facilities
Consent #23

May 15, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Pursuant to Public Contract Code 20118.4, the Board of Education may authorize changes to Public Works Contracts without the formality of securing bids if the cost does not exceed ten percent of the original contract price or the legal bid limit of \$15,000, whichever amount is greater.

Normal practice is to present all contractual changes which fall under these parameters to the Board of Education for approval as they occur. However, the brief time frame allocated for summer work and the summer schedule of board meetings impacts the ability of the Division of Facilities, Bond Management Office, and Purchasing Department to authorize payments for work performed on a timely basis. Payments for work completed as the result of a change order can take six to eight weeks to process because warrants cannot be generated without Board of Education approval. This delay affects the manner in which the General Contractor issues payment to subcontractors, many of which are local businesses, and can affect the quality of bids received in the future.

It is therefore requested that the Board of Education provide blanket authorization to the Division of Facilities, Bond Management Office, and Purchasing Department to process change orders which do not exceed the statutory limits set forth in Public Contract Code 20118.4. This authorization would be granted only for the period of June 27, 2018 to August 6, 2018.

Fiscal Analysis

Change orders, if required, cannot exceed the statutory limit of ten percent of contract value or \$15,000 (whichever amount is greater) under this authorization.

Recommendation

It is recommended that the Board of Education authorize the blanket approval of contractual change orders, not to exceed statutory limits, for summer project work.

On a motion# 203 by Trustee Brough, seconded by Trustee Smullen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Authorization of the Blanket Approval of Contractual Change Orders, Not to Exceed Statutory Limits, for the Summer Project Work.

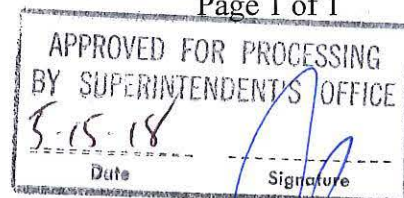
AYES: Brough Daniel Smullen White NOES: 0 Absent: LaBelle Abstained: 0

TITLE: APPROVAL OF CHANGE ORDER NO. 1, HVAC EQUIPMENT REPLACEMENT AT SYCAMORE ELEMENTARY SCHOOL, BID NO. 17E2B273

Business & Facilities
Consent #27

May 15, 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 #17E2B273 to United Mechanical Contractors, Inc. in the amount of \$773,000.00 for replacing HVAC equipment at Sycamore 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 a decrease to the original contract by (\$14,045.41) or -1.82%. The revised contract amount including Change Order No. 1, will be \$758,954.59.

This project is funded by Measure X.

Recommendation:

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

On a motion # 203 by Trustee Bloz, seconded by Trustee Smalls and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Change Order No.1, for the HVAC Equipment Replacement Project at Sycamore Elementary School, Bid No. 17E2B273.

Ayes: Bloz Smalls White Noes: 0 Absent: LaBelle Abstain: 0

Sycamore HVAC Equipment Replacement 17E2B273
Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (14,045.41)	
TOTAL OF CHANGE ORDER NO. 1		\$ (14,045.41)	

The original contract sum was:..... \$ 773,000.00
 Change by previously authorized Change Order(s)..... \$ -
 The contract sum prior to this change..... \$ 773,000.00
 The contract sum will be increased by this Change Order by..... \$ (14,045.41) -1.82%
 The new contract sum including this Change Order will be..... \$ 758,954.59
 The contract days will be increased by..... 0 days
 The date of completion as of the date of this Change Order therefore is..... 8/6/2017