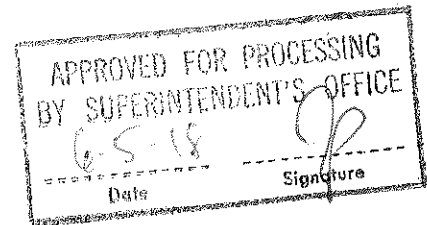


TITLE: AUTHORIZATION TO AWARD BID #18E17BX310, PHASE 2 SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT KATHERINE ELEMENTARY SCHOOL

Business & Facilities
Consent #5

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Two bids were received on May 17, 2018 for Bid #18E17BX310, Phase 2 Security Fencing & Landscape Improvements at Katherine Elementary School. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

A Bates GC, Inc.

\$435,000

Hughes General Engineering, Inc.

\$371,500

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$371,500 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18E17BX310, Phase 2 Security Fencing & Landscape Improvements at Katherine Elementary School, to Hughes General Engineering, Inc. in the amount of \$371,500.

On a motion # 214 by Trustee C. Smith, seconded by Trustee Snodgrass and carried by a vote of 7-0, the Board of Education approved, by roll-call vote, award of the Phase 2 Security Fencing & Landscape Improvements at Katherine Elementary School to Hughes General Engineering, Inc.

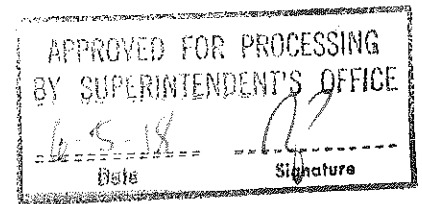
AYES: [Signatures] NOES: [Signature] Absent: [Signature] Abstained: [Signature]

**TITLE: RATIFICATION OF ADDITIONAL SERVICES AGREEMENT NO.
A18.674 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT
AND MEDG CONSULTING ENGINEERS FOR DESIGN OF
ADDITIONAL HVAC SYSTEMS FOR SINALOA MIDDLE SCHOOL**

Business & Facilities
Consent #6

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Mechanical and electrical design for the replacement of HVAC units at the Administration Building and north half of the MPR Building is needed.

Fiscal Analysis

The cost associated with Agreement No. A18.674 is a fixed fee of \$5,400.00. Said Agreement is attached as Exhibit "A". These mechanical and electrical engineering services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 214 by Trustee La Balle, seconded by Trustee Smolin and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Additional Services Agreement No. A18.674 with MEDG Consulting Engineers.

Ayes: Daniel George Smolin La Balle White Noes: 0 Absent: 0 Abstained: 0

**PROJECT ASSIGNMENT AMENDMENT
AGREEMENT NO. A18.674**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and **MEDG Consulting Engineers** ("Engineer") as of May 18, 2018.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Engineering Services ("Agreement") A18.333 generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: **Design mechanical and electrical drawings & specifications for replacing the HVAC equipment at the Administration Building, and at the north side of the Multi-purpose Building at Sinaloa Middle School**, as further described in the attached Proposal from Engineer dated May 17, 2018 (Attachment 1). Engineer shall coordinate with the Structural Engineer retained by the District, as necessary for Structural Engineer's preparation of any documents required under DSA IRA-10, and as necessary for the Structural Engineer's review and approval of and replacement of any rooftop HVAC units. All aspects of the designs shall comply with applicable codes.

2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not yet determined.

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

Basic Services Phases
Preliminary Plans
90%CD's
100%CD's

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

Basic Services Phases	Completion Date
Preliminary Plans	Tuesday, May 22, 2018
90% CD's	Monday, May 28, 2018
100% CD's	Monday, June 04, 2018

[CONTINUED NEXT PAGE]

5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is **Five-Thousand Four-Hundred Dollars (\$5,400.00)**. The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
Preliminary Plans	\$1,400
90% CD's	\$1,800
100% CD's	\$1,800
Construction Administration	\$ 400
Total:	\$5,400

6. Agreement Terms. All terms of Ongoing Agreement A18.333 are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____

Ron Todo

Title: _____

Associate Superintendent
Business and Facilities

MEDG Consulting Engineers

By: _____

Ben Rabizadeh

Title: _____

Operating Manager

Attachment 1



May 17, 2018

Simi Valley Unified School District
 Attn.: Mr. Tony Joseph
 SVUSD Bond Program Manager
 875 Cochran St, Simi Valley, CA 93065
 T 805-306-4500 ext. 4461

MEDG PROPOSAL FOR:

- **HVAC Equipment Replacement at Sinaloa Middle School- Administration and Band room**

Dear Mr. Joseph;

MEDG is pleased to provide *SVUSD* engineering services for above referenced project. The scope of the project includes replacement of 3 slip units for Administration building and 2 Split systems for Band room in Sinaloa Middle School.

Mechanical Engineering (HVAC) Scope:

1. *Provide demolition plan and identify point on disconnect.*
2. *Site visit and verification of existing units condition as required.*
3. *Provide Load calculations for MPR area.*
4. *Provide changes to air distribution for MPR area based on Load Calculation.*
5. *Provide equipment schedules.*
6. *Provide HVAC units design and layout.*
7. *Provide detail for HVAC units.*
8. *Specifications.*
9. *Provide corrections approval*

Electrical Engineering Scope:

1. *Provide demolition plan and identify point on disconnect.*
2. *Site visit and verification of existing service condition as required.*
3. *Prepare power plans including:*
 - a. *Single line diagram, load calculations, panel schedules and construction details.*
 - b. *Power connections to HVAC equipment and locate equipment thermostat.*



4. Specifications.

Excluded Scope:

- a. Plan check fees.
- b. Structural design and calculation.
- c. Design for alternate bid items, construction phasing and similar.

Fees:

MEDG shall perform all work included in scope on Fixed Fee basis for a lump Sum
The breakdown shall be as follows:

Project	Mechanical Electrical		Construction Administration
Sinaloa Middle School & Simi Valley Adult School 601 Royal Ave, Simi Valley, CA 93065	M	\$3,200.00	\$400.00
	E	\$1,800.00	
Grand Total	\$5,000.00		\$5,400.00

Respectfully submitted;

A handwritten signature in black ink, appearing to read "BR", followed by a horizontal line.

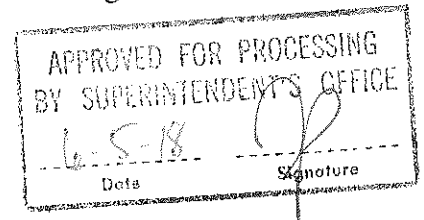
Ben Rabizadeh
 Operating Manager

TITLE: APPROVAL OF AGREEMENT NO. A18.675 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTOR OF RECORD SERVICES FOR VARIOUS SUMMER 2018 PROJECTS

Business & Facilities
Consent #7

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Six HVAC projects require inspection services during the summer break. The inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

Fiscal Analysis

Project

Project Inspection Estimated Cost

Atherwood ES HVAC at Building #5:	\$ 4,000
Apollo HS HVAC at Buildings C1 & C2:	\$ 3,000
Santa Susana ES HVAC Replacement:	\$ 6,000
Sinaloa Middle School HVAC Replacement:	\$ 8,000
Santa Susana High School HVAC:	\$10,000
Simi Valley High School HVAC:	<u>\$10,000</u>
Total of Estimated Amounts:	<u>\$41,000</u>

Said Agreement is attached as Exhibit "A". These services are based on a billing rate of \$74.00 per hour, and will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.675 for construction phase inspection services with the firm of Stephen Payte, DSA Inspections Inc.

On a motion # 214 by Trustee LaBelle, seconded by Trustee Snell and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A18.675 with Stephen Payte DSA Inspections, Inc.

Ayes: LaBelle Snell White Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.675

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **June 6, 2018**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector required by DSA for the **HVAC Projects at Santa Susana High School and at Simi Valley High School**, and for inspection of non-DSA HVAC equipment replacement projects at **Atherwood Elementary School, Apollo HS, Santa Susana Elementary School, and Sinaloa Middle School**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. As noted on the six attached proposals from Inspector Firm dated May 15, 2018 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Project Inspector(s) for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$74 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an estimated total amount of **Forty-One Thousand Dollars (\$41,000.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established **Seventy-Five (75) calendar days** for the Contractor(s) to complete construction of the various projects ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at

EXHIBIT "A"

the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By: _____
Stephen K. Payte
Title: Vice President

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A18.675 FOR PROJECT INSPECTOR SERVICES
PROJECT(s): Summer, 2018 HVAC Projects

Project Inspector	DSA Certification No.	Hourly Billing Rate (Classes 3 & 2 indicated below)	
As required by DSA a Class 3 inspector will be provided. Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6046	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$74.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$111.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$148.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Business & Facilities, Consent #7

EXHIBIT "A"

Proposal for Inspection Services

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

May 15, 2018

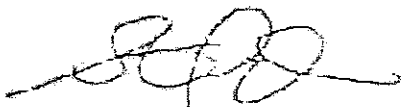
Proposal for Inspection Services for Atherwood Elementary School HVAC non-DSA project as described below:

- (1) Class 3 DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour, for an estimated 4 hours per week for the duration of the given project.

**Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

We greatly appreciate the opportunity to continue working with your District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 4128 • Quartz Hill, CA 91356

Telephone: (661) 718-2893 • FAX: (661) 718-2272 • Email: info@dsainspections.com

www.DSAInspections.com

Proposal for Inspection Services

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

May 15, 2018

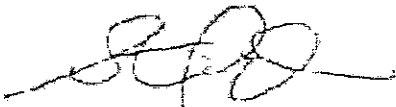
Proposal for Inspection Services for Apollo HS non-DSA HVAC project as described below:

- (1) Class 3 DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour, for an estimated 4 hours per week for the duration of the given project.

**Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

We greatly appreciate the opportunity to continue working with your District.

Thank you.



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

EQ. Box 3128 | Quartz Hill, CA 91356

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com

www.DSAInspections.com

Proposal for Inspection Services

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

May 15, 2018

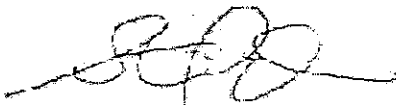
Proposal for Inspection Services for Santa Susana Elementary non-DSA HVAC project as described below:

(1) Class 3 DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour, for an estimated 4 hours per week for the duration of the given project .

**Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

We greatly appreciate the opportunity to continue working with your District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



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DSA INSPECTIONS, INC.

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www.DSAInspections.com

Proposal for Inspection Services

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

May 15, 2018

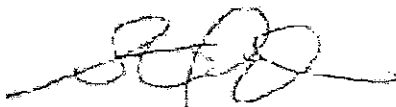
Proposal for Inspection Services for Sinaloa Middle School non-DSA HVAC project as described below:

(1) Class 3 DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour, for an estimated 8 hours per week for the duration of the given project .

**Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

We greatly appreciate the opportunity to continue working with your District.

Thank you.



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

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www.DSAInspections.com

Proposal for Inspection Services

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

May 15, 2018

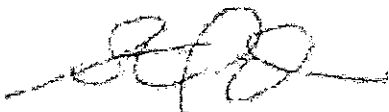
Proposal for Inspection Services for Santa Susana HS HVAC project (A#03-118359) as described below:

(1) Class 3 DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour, for an estimated 15 hours per week for the duration of the given project.

**Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

We greatly appreciate the opportunity to continue working with your District.

Thank you.



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 1123 - Camarillo, CA 93605

Telephone: (661) 718-2893 FAX: (661) 718-2872 Email: info@dsainspections.com

www.DSAInspections.com

Proposal for Inspection Services

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

May 15, 2018

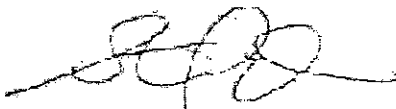
Proposal for Inspection Services for Simi Valley HS HVAC project (A#03-118347) as described below:

(1) Class 3 DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour, for an estimated 15 hours per week for the duration of the given project .

**Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

We greatly appreciate the opportunity to continue working with your District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 1128 | Quartz Hill, CA 93586

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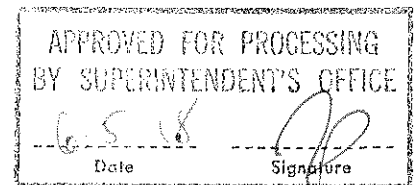
www.DSAinspections.com

TITLE: RATIFICATION OF AGREEMENT NO. A18.671 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CALIFORNIA CODE CONSULTANTS, INC. FOR INSPECTION OF SUMMER 2018 CONSTRUCTION PROJECTS

Business & Facilities
Consent #8

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Inspection of the summer 2018 construction projects is needed.

On December 12, 2017, the Board of Education approved the list of selected firms for on-call inspection services, which includes the firm of California Code Consultants, Inc.

Fiscal Analysis

The cost associated with Agreement No. A18.671 is an estimated fee of \$52,960.00. Said Agreement is attached as Exhibit "A". These inspection services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 214 by Trustee LaBelle, seconded by Trustee Smoller and carried by a vote of 3/0, the Board of Education ratified, by roll-call-vote, Agreement A18.671 with California Code Consultants, Inc. for inspection of summer 2018 construction projects.

Ayes: Daniel Blaze Smoller White White Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.671

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and California Code Consultants, Inc.** ("Inspector Firm") as of **May 16, 2018**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.445** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

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

1. Assigned Project Description. The Assigned Project is Project Inspection services on various Measure X projects as further described herein.

2. **Provide Project Inspector required by DSA for the following projects:**

Sinaloa Middle School Monument Sign Project, DSA #03-117611.
(Class 3 Inspector Required)

Justin Early Learner's Academy Shade Structures Project, DSA #03-118905.
(Class 3 Inspector Required)

Katherine Elementary School Phase II Security Fencing & Landscaping, DSA #03-118906.
(Class 2 Inspector Required)

3. **Provide Project Inspector required by the District for the following projects:**

Roofing Replacement Project at Vista and Knolls Elementary Schools. \$8,460 Estimated Fee.
2018 Paving, Phase I.
2018 Paving, Phase II.

4. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

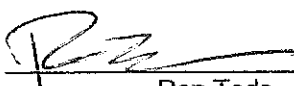
5. Project Inspectors. The Inspector Firm designates the Project Inspector(s) identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment. Exhibit 1 consists of three separate proposals dated May 8, 2018, May 4, 2018 and May 9, 2018 respectively.

Inspection of Various Measure X Summer 2018 Projects
Agreement A18.671 California Code Consultants
May 16, 2018

6. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated fee of Fifty-Two Thousand Nine-Hundred Sixty Dollars (\$52,960.00)** ("Assigned Project Contract Price") based on a straight time rate of \$90.00 per hour for Frank Coughlin, and a straight time rate of \$85.00 per hour for Mark Smith. Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services.
7. Term of PAA. The District has established between **fifty (50) calendar days and ninety-five (95) calendar days** for the contractors to complete construction of the various projects identified in this PAA ("Construction Time"). The Assigned Project Contract Price is based on the Construction Durations of the Assigned Project. If a project's construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.
8. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

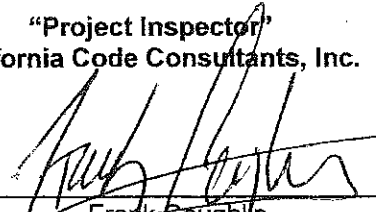
The District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: 
 Ron Todo

Title: Associate Superintendent, Business
 & Facilities

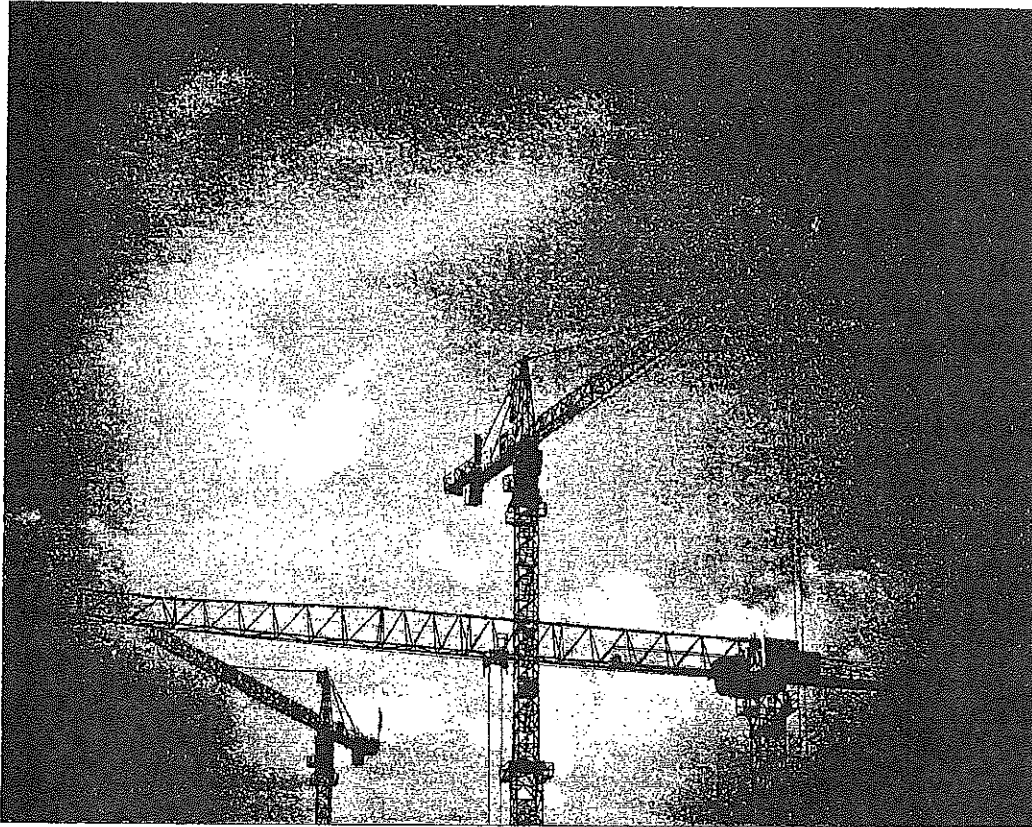
"Project Inspector"
California Code Consultants, Inc.

By: 
 Frank Coughlin
 CEO

Title:

Exhibit 1

CALIFORNIA CODE CONSULTANTS INC.



Project Proposal

Prepared for: Tony Joseph, Bond Program Manager, Simi Valley Unified School District

Prepared by: Frank Coughlin, C.E.O., California Code Consultants Inc.

May 8, 2018

CALIFORNIA CODE CONSULTANTS INC.

EXECUTIVE SUMMARY

Objective

To provide project inspection and document compliance for the Sinaloa Middle School Monument Sign at Sinaloa MS Bid # 18C8IBX2994/ A# 03- 117611 for Simi Valley Unified School (SVUSD).

Solutions

California Code Consultants Inc. (CCC) proposes it's services to include the following:

- Review project documents and plans.
- Make daily site visits.
- Provide SVUSD with daily reports listing contractors on site, number of personnel on site, A brief description of the work being performed, any pertinent information relating to the project and job site photos to document progress.
- Coordinate and schedule with the testing lab retained by SVUSD to have required testing performed.
- Coordinate timely upload of interim and final verified reports from the project professionals to keep the job cards up to date.
- Upload all required document to the DSA Project Box.
- Attend project progress meetings.

CALIFORNIA CODE CONSULTANTS INC.

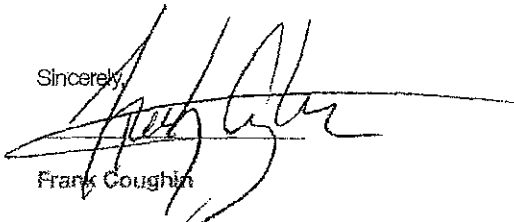
Project Fees

California Code Consultants Inc proposes to provide its services to the Simi Valley Unified School District at a rate of \$90.00 per hour. Hours will be billed in **two hour minimums**. Overtime work will be billed at a rate of time and one half. No overtime work shall be performed without prior district approval.

Assuming a 47 work day schedule a fee of \$8,460.00 should be assumed excluding any overtime or weekend work.

See below Exhibit 1 for hourly pricing breakdown.

Sincerely,



Frank Coughlin

California Code Consultants Inc.

805-732-4044 Frank@Cai-Code.com

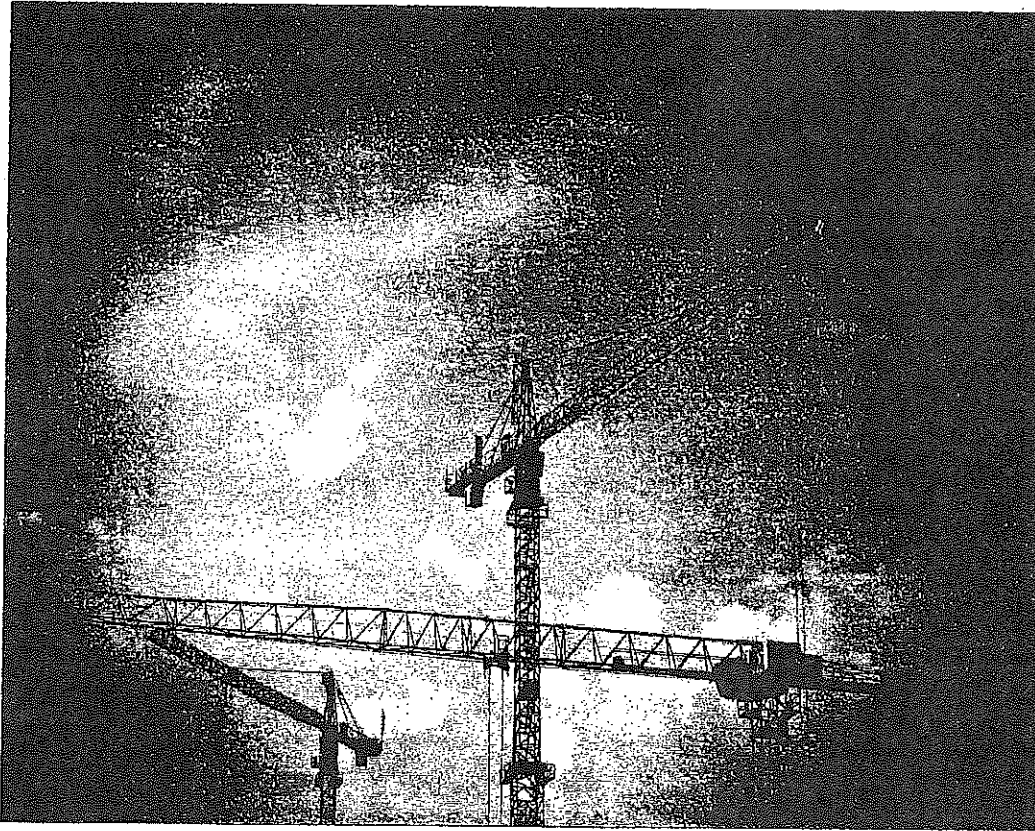
DSA Class 1 IOR Cert # 5482

SIM VALLEY UNIFIED SCHOOL DISTRICT

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES
PROJECT: Sinaloa MS Monument Sign

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Frank Coughlin	5482	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	90.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	135.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	170.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

CALIFORNIA CODE CONSULTANTS INC.



Project Proposal

Prepared for: Tony Joseph, Bond Program Manager, Simi Valley Unified School District
Prepared by: Frank Coughlin, C.E.O., California Code Consultants Inc.
May 4, 2018

CALIFORNIA CODE CONSULTANTS INC.**EXECUTIVE SUMMARY****Objective**

To provide project inspection and document compliance for the following projects for Simi Valley Unified School district (SVUSD):

- Justin First Learner Academy, Construction of 3-Shade Structures, A # 03-118905
- Katherine Elementary School, Security Fencing & Landscape Improvements A # 03- 118906
- 2018 Paving Phase 1
- 2018 Paving Phase 2

Solutions

California Code Consultants Inc. (CCC) proposes it's services to include the following:

- Provide and appropriately licensed project inspector
- Review project documents and plans.
- Make daily site visits.
- Provide SVUSD with daily reports listing contractors on site, number of personnel on site, A brief description of the work being performed, any pertinent information relating to the project and job site photos to document progress.
- Provide all DSA required forms and documents uploaded to the DSA job Box.
- Attend project progress meetings as needed.
- Schedule and coordinate all DSA required testing with the testing lab approved by DSA and retained by SVUSD.

CALIFORNIA CODE CONSULTANTS INC.

Project Fees

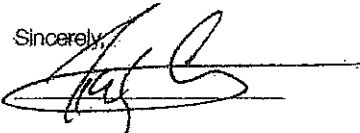
California Code Consultants Inc proposes to provide it's services to the Simi Valley Unified School District at a rate of \$85.00 per hour. Hours will be billed in four and eight hour minimums. Overtime work will be billed at a rate of time and one half. No overtime work shall be performed without prior district approval.

The time commitment shall be submitted to DSA as a part time project with a commitment of 4 hours per working day. Additional hours may be required depending on site conditions and needs.

Assumed 53 working days would require site visits. Based upon this a fee of \$36,040.00 should be assumed.

See below Exhibit 1 for hourly pricing breakdown.

Sincerely,


Frank Coughlin

California Code Consultants Inc.

805-732-4044 Frank@Cal-Code.com

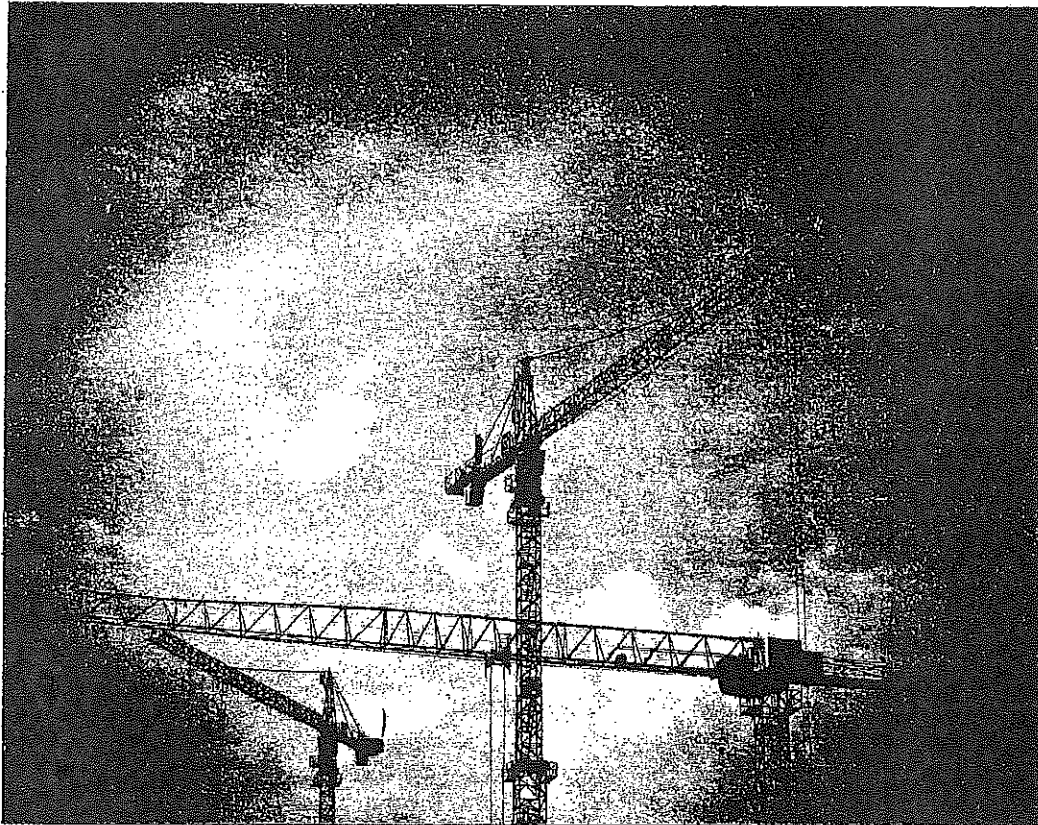
DSA Class 1 IOR Cert # 5482.

SUN VALLEY UNIFIED SCHOOL DISTRICT

**EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES
PROJECT: Justin Shade Structures, Katherine Security Fencing, 18 Asphalt 1 & 2**

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Mark Smith	4786	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	127.50
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	170.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

CALIFORNIA CODE CONSULTANTS INC.



Project Proposal

Prepared for: Tony Joseph, Bond Program Manager, Simi Valley Unified School District

Prepared by: Frank Coughlin, C.E.O., California Code Consultants Inc.

May 9, 2018

CALIFORNIA CODE CONSULTANTS INC.

EXECUTIVE SUMMARY

Objective

To provide project inspection and document compliance for the Roofing replacement at Knolls & Vista Elementary Schools for Simi Valley Unified School (SVUSD).

Solutions

California Code Consultants Inc. (COCI) proposes it's services to include the following:

- * Review project documents and plans.
- * Make daily site visits.
- * Provide SVUSD with daily reports listing contractors on site, number of personnel on site, A brief description of the work being performed, any pertinent information relating to the project and job site photos to document progress.
- * Attend project progress meetings.

CALIFORNIA CODE CONSULTANTS INC.

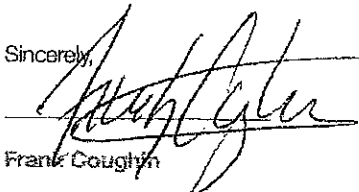
Project Fees

California Code Consultants Inc proposes to provide it's services to the Simi Valley Unified School District at a rate of \$90.00 per hour. Hours will be billed in **two hour minimums**. Overtime work will be billed at a rate of time and one half. No overtime work shall be performed without prior district approval.

Based upon 47 week day schedule a fee of \$8,460.00 should be assumed.

See below Exhibit 1 for hourly pricing breakdown.

Sincerely,



Frank Coughlin

California Code Consultants Inc.

805-732-4044 Frank@Cal-Code.com

DSA Class 1 IOR Cert # 5482

SIMI VALLEY UNIFIED SCHOOL DISTRICT

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES
PROJECT: Roofing Replacement at Vista & Knolls

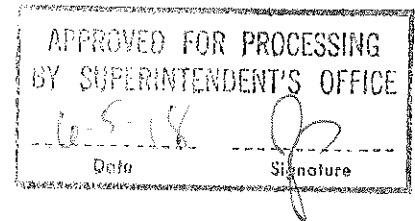
Project Inspector	DSA Certification No.	Hourly Billing Rate	
Frank Coughlin	5482	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	90.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	135.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	170.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

TITLE: RATIFICATION OF AGREEMENT NO. A18.672 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ORION STRUCTURAL GROUP, INC. FOR STRUCTURAL ENGINEERING FORMPR AUDIO-VISUAL EQUIPMENT INSTALLATIONS

Business & Facilities
Consent #9

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

The District will be installing new audio-visual equipment at multi-purpose rooms throughout the elementary schools, and structural engineering is needed for proper support of the new equipment. Orion Structural Group, Inc. can provide these services.

Fiscal Analysis

The cost associated with Agreement No. A18.672 is an estimated fee of \$1,200.00. Said Agreement is attached as Exhibit "A". These structural engineering services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 214 by Trustee LaBelle, seconded by Trustee Smoller and carried by a vote of 8-0, the Board of Education ratified, by roll-call-vote, Agreement A18.672 with Orion Structural Group, Inc. for structural engineering services for audio-visual equipment installations at the District's multi-purpose rooms.

Ayes: Daniel Blum Smoller LaBelle W. Smith Noes: Absent: Abstained:

PROJECT ASSIGNMENT AMENDMENT
AGREEMENT A18.672

**FOR STRUCTURAL EVALUATION OF MOUNTING FOR NEW AUDIO-VISUAL EQUIPMENT AT
MULTI-PURPOSE ROOMS THROUGHOUT THE DISTRICT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Orion Structural Group, Inc. ("Engineer") as of May 16, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A18.129 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Perform structural analysis and provide mounting details for installation of new audio-visual equipment at multi-purpose rooms throughout the District per the attached Proposal (Exhibit "1") from Engineer dated May 11, 2018. Provide drawings and details for properly securing and mounting new audio-visual equipment. Communicate and correspond with the District, Project Inspector, and DSA as necessary or required.
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not yet defined.
3. Assigned Project Basic Services. The Basic Services for the Assigned Project are:
 - Evaluation of record structural drawings for the various types of multi-purpose rooms where the new audio-visual equipment will be installed.
 - Evaluation of the field conditions associated with the proposed audio-visual equipment installations, and the mounting associated with the new equipment.
 - Provision of drawings and details for mounting and installing the new audio-visual equipment at each multi-purpose room.
4. Assigned Project Schedule. The Engineer shall expeditiously proceed and make continued progress with the evaluations, with a target completion date of May 28, 2018 for provision of the initial details, and June 15, 2018 for provision of the final details for installing the new audio-visual equipment. The Engineer shall notify the District if additional time is needed.
5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is an estimated fee of **One-Thousand Two-Hundred Dollars (\$1,200.00) based on an hourly billing rate of \$150.00 per the attached Proposal dated May 11, 2018.** Engineer shall notify the District in advance of exceeding the estimated fee. The hourly billing rate shall include all of consultant's costs.
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

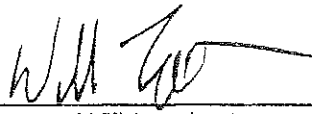
The District and Engineer have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent
Business & Facilities

"Engineer"
Orion Structural Group, Inc.

By:  _____
Will Lambert

Title: California Structural Engineer, License #5430

Exhibit 1



Orion Structural Group, Inc.
223 East Thousand Oaks Blvd., Suite 304
Thousand Oaks, CA 91360
Phone: (805) 750 - 8136 Fax: (805) 494-0418

Proposal for Structural Engineering Services

May 11, 2018

Client:

Pedro Avila
Director of Facilities and Planning
Simi Valley Unified School District

Re: SVUSD Projector Mounting
Multiple Schools in Simi Valley Unified School District

Scope:

Provide structural engineering for mounting the projector to the ceilings of classrooms in multiple schools at SVUSD. District will provide info for projector and mounting heights. Different types of metal deck and wood framed construction are anticipated.

Fee:

Hourly at \$150/hr not to exceed \$1,200 without written consent

Orion Structural Group Inc.

A handwritten signature in dark ink, appearing to read "Will Lambert", is written over a horizontal line.

Will Lambert, SE
California Structural Engineer License # 5430

I acknowledge having read this letter and the proposal contained therein and agrees to its terms and conditions. I hereby authorized you to commence on this project.

Client Approval

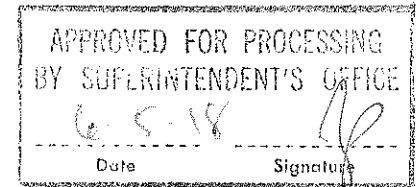
By: _____ Date: _____

**TITLE: APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR
CLASSROOM BEAUTIFICATION PHASE II**

Business & Facilities
Consent #13

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

As the District continues to upgrade classrooms with new furniture, the Educational Services Department has identified 80 classrooms across various grade levels, with different needs, considered Classroom Beatification Phase II. Sites included are Arroyo Elementary, Knolls Elementary, Mountain View Elementary, and Wood Ranch Elementary.

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

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$648,177.68	US Communities R-TC-18004
Safco	\$4,777.18	NIPA TCPN R142211
Hon (Crest Office)	\$55,640.69	NIPA TCPN R142208
School Specialty	\$103,627.59	NIPA TCPN R141608
Culver Newlin	\$32,709.12	Hawthorne S.D. 13-14-1
Lakeshore Learning Materials	\$68,570.64	PACE P00173
CDW-G	\$3,055.55	NJPA 100614
Total	\$916,558.45	
Allowance 5%	\$45,827.00	
Total with 5% Allowance	\$962,385.45	

Fiscal Analysis

The expenditure for the furniture vendors detailed above, considered Classroom Beatification Phase II, will be funded with Measure X Bond funds.

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

Recommendation

It is recommended that the Board of Education approve the purchase of classroom furniture for Classroom Beautification Phase II.

On a motion # 24 by Trustee LaBelle, seconded by Trustee Snodgrass and carried by a vote of 5-0, the Board of Education approved, by roll-call-vote, the purchase of classroom furniture for Classroom Beautification Phase II.

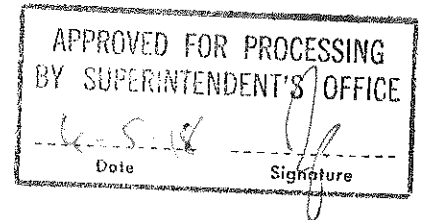
Ayes: LaBelle, Snodgrass, LaBelle, LaBelle, LaBelle Noes: 0 Absent: 0 Abstained: 0

**TITLE: AUTHORIZATION TO AWARD BID #18E24BX312, JUSTIN ELA
PLAYGROUND SHADE STRUCTURE**

Business & Facilities
Consent #20

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Three bids were received on May 24, 2018 for Bid #18E24BX312, Justin ELA Playground Shade Structure. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

Ardalan Construction Company, Inc.
NR Development, Inc.
Pacific Tennis Courts, Inc.

\$208,000
\$156,500
\$155,555

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$155,555 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18E24BX312, Justin ELA Playground Shade Structure, to Pacific Tennis Courts, Inc. in the amount of \$155,555.

On a motion # 214 by Trustee Lozelle, seconded by Trustee Smith and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Justin ELA Playground Shade Structure to Pacific Tennis Courts, Inc.

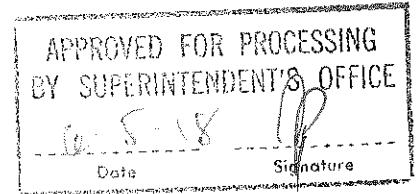
AYES: Donaldson Lozelle Smith White NOES: 0 Absent: 0 Abstained: 0

TITLE: RATIFICATION OF AGREEMENT NO. A18.684 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CALIFORNIA CODE CONSULTANTS, INC. FOR INSPECTION OF SECURITY FENCING AND LANDSCAPE IMPROVEMENTS PROJECTS

Business & Facilities
Consent #21

June 5, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Inspection of the security fencing and landscape improvements projects is needed. On December 12, 2017, the Board of Education approved the list of selected firms for on-call inspection services, which includes the firm of California Code Consultants, Inc.

Fiscal Analysis

The cost associated with Agreement No. A18.684 is an estimated fee of \$31,960.00. Said Agreement is attached as Exhibit "A". These inspection services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 214 by Trustee W. Balle, seconded by Trustee Smoller and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement A18.684 with California Code Consultants, Inc. for inspection services for security fencing and landscape improvements projects.

Ayes: Smoller Balle White Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.684

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and California Code Consultants, Inc.** ("Inspector Firm") as of **May 25, 2018**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.445** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

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

1. Assigned Project Description. The Assigned Project is Project Inspection services on Measure X security fencing & landscape improvements projects as further described herein.
2. Provide Project Inspector required by the District for the following security fencing & landscape improvements projects:
 Atherwood ES Security Fencing & Landscape Improvements, Bid No. 18D24BX296
 Katherine ES Phase I Security Fencing & Landscape Improvements, Bid No. 18D5BX298
 Garden Grove ES Security Fencing & Landscape Improvements, Bid No. 18D4BX297
 White Oak ES Security Fencing & Landscape Improvements, Bid No. 18D5BX299
 Wood Ranch ES Security Fencing & Landscape Improvements, Bid No. 18D5BX300
3. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
4. Project Inspectors. The Inspector Firm designates the Project Inspector identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment. Exhibit 1 consists of a proposal dated May 21, 2018.
5. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated fee of Thirty-One Thousand Nine-Hundred Sixty Dollars (\$31,960.00)** ("Assigned Project Contract Price") based on a straight time rate of \$85.00 per hour for Doug Morris. Billings for payment of the Assigned Project Contract Price

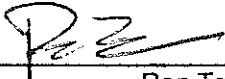
Inspection of Security Fencing and Landscape Improvements Projects
 Agreement A18.684 California Code Consultants
 May 25, 2018

shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services.

6. Term of PAA. The District has established approximately eighty (80) calendar days for the contractors to complete construction of the various projects identified in this PAA ("Construction Time"). The Assigned Project Contract Price is based on the Construction Durations of the Assigned Project. If a project's construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.
7. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

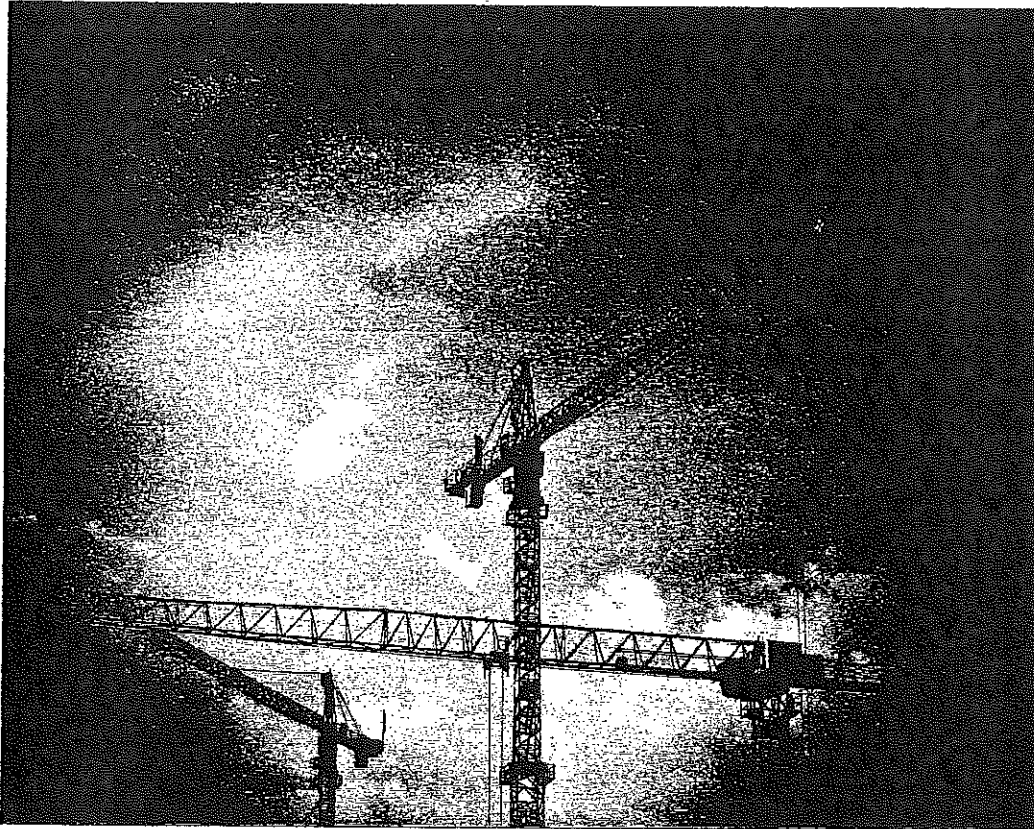
By: 
 Title: Associate Superintendent, Business
 & Facilities

"Project Inspector"
California Code Consultants, Inc.

By: 
 Title: CEO

Exhibit 1

CALIFORNIA CODE CONSULTANTS INC.



Project Proposal

Prepared for: Tony Joseph, Bond Program Manager, Simi Valley Unified School District

Prepared by: Frank Coughlin, C.E.O., California Code Consultants Inc.

May 21, 2018

CALIFORNIA CODE CONSULTANTS INC.

EXECUTIVE SUMMARY

Objective

To provide project inspection and document compliance for the Security Fencing and Landscaping Improvements at the following sites: Atherwood ES, Katherine ES, Garden Grove ES, White Oak Es & Wood Ranch ES for Simi Valley Unified School (SVUSD).

Solutions

California Code Consultants Inc. (CCCI) proposes it's services to include the following:

- Review project documents and plans.
- Make daily site visits.
- Provide SVUSD with daily reports listing contractors on site, number of personnel on site, A brief description of the work being performed, any pertinent information relating to the project and job site photos to document progress.
- Attend project progress meetings.

CALIFORNIA CODE CONSULTANTS INC.

Project Fees

California Code Consultants Inc proposes to provide it's services to the Simi Valley Unified School District at a rate of \$85.00 per hour. Hours will be billed in four and eight hour minimums. Overtime work will be billed at a rate of time and one half. No overtime work shall be performed without prior district approval.

Assuming a 47 work day schedule and a maximum of 8 hours per day a maximum fee of \$31,960.00 should be assumed excluding any overtime or weekend work.

See below Exhibit 1 for hourly pricing breakdown.

Sincerely,



Frank Coughlin

California Code Consultants Inc.

805-732-4044 Frank@Cal-Code.com

DSA Class 1 IOR Cert # 5482

SANTA VALLEY UNIFIED SCHOOL DISTRICT

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES
PROJECT: Security Fencing & Landscape at Atherwood ES, Katherine ES
Garden Grove ES, White Oak ES & Wood Ranch ES.

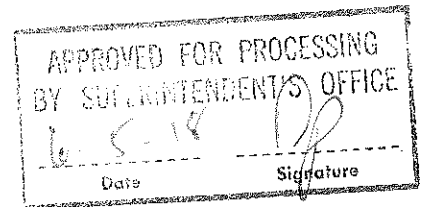
Project Inspector	DSA Certification No.	Hourly Billing Rate
Doug Morris	N/A	Straight Time Mondays-Fridays (8 hour work day)
		85.00
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		127.50
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays
		170.00
		Straight Time Mondays-Fridays (8 hour work day)
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays
		Straight Time Mondays-Fridays (8 hour work day)
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays

TITLE: APPROVAL OF AGREEMENT NO A18.686 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK SEIF CLARK, INC. FOR ONGOING HAZARDOUS MATERIALS CONSULTANT SERVICES

Business & Facilities
Consent #27

June 5, 2018

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 Clark Seif Clark, Inc. 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 A18.686 (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 A18.686 with the firm of Clark Seif Clark, Inc.

On a motion # 24 by Trustee La Balle, seconded by Trustee Smoller and carried by a vote of _____, the Board of Education approved, by roll-call-vote, Ongoing Hazardous Materials Consultant Services Agreement A18.686 with the firm of Clark Seif Clark, Inc.

Ayes: La Balle Smoller White Noes: 0 Absent: 0 Abstained: 0

AGREEMENT NO. A18.686

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 Clark Seif Clark, Inc. ("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 _____ and an expiration date of _____. 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:

Franco Seif, M.S., P.E., CAC
President, CEO
Clark Seif Clark, Inc.
21732 Devonshire Street, Suite B
Chatsworth, CA 91311

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

"Hazardous Materials Consulting Firm"

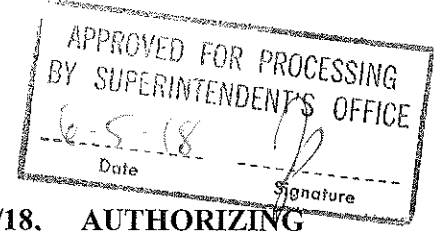
CLARK SEIF CLARK, INC.

By: _____
Ron Todo

By: _____
Franco Seif

Title: Associate Superintendent of
Business & Facilities

Title: President / CEO



TITLE: ADOPTION OF RESOLUTION NO. 67-17/18, AUTHORIZING TECHNOLOGY CONTRACT FOR UPGRADE OF TWO-WAY RADIO COMMUNICATION SYSTEM UNDER PUBLIC CONTRACT CODE SECTION 20118.2; DELEGATION OF AUTHORITY TO CONTRACT FOR UPGRADE OF TWO-WAY RADIO COMMUNICATION SYSTEM UNDER EDUCATION CODE §17604

Business & Facilities
Action #1

June 5, 2018
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent of Business & Facilities

Background Information

In order to improve district-wide communication, enhancing security and safety, the District needs to upgrade its two-way radio communication systems.

As a highly specialized technology project, Public Contract Code section 20118.2 allows a school district to use a competitive negotiation process rather than a competitive bid process, so as to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of the associated contract.

Competitive negotiation includes preparing a Request for Proposals (RFP) which is then submitted to an adequate number of qualified sources permitting reasonable competition consistent with the nature and requirement of the procurement. Notice of the RFP is published at least twice in a newspaper of general circulation. The RFP identifies all significant evaluation factors, including price, and their relative importance. Staff uses reasonable procedures in the technical evaluation of proposals received, the identification of qualified sources, and the selection for the award of the contract. Award is made to the qualified respondent whose proposal meets the evaluation criteria and will be the most advantageous to the district with price and all other factors considered. The district, at its discretion, may reject all proposals and request new proposals.

On motion # 216 by Trustee Borg, seconded by Trustee La Belle and carried by a vote of 5/0, the Board of Education approved, by a roll-call vote, Resolution No. 67-17/18, authorizing: (i) upgrade of the District's two-way radio communication system through competitive negotiation under Public Contract Code section 20118.2; and (ii) delegating authority to the Superintendent or such District employee designated by the Superintendent to enter into the contract for the Two-Way Radio System Upgrades to the vendor/contractor submitting the RFP response that is in the best interests of the District and consistent evaluation criteria established in the RFP.

Ayes: Daniel Borg James La Belle Mike Noes: 0 Absent: 0 Abstained: 0

Education Code §17604 authorizes the Board of Education, by majority vote, to delegate authority to enter into contracts on behalf of the District, provided that any contract entered pursuant to the delegation of authority permitted under Section 17604 is not an enforceable obligation of the District until such a contract is subsequently approved or ratified by the Board of Education. The Two-Way Radio System Upgrades are essential for District safety and security operations. Installation of the Two-Way Radio System Upgrades during the summer break is necessary to: (i) avoid disruption of on-going academic activities; and (ii) complete the Two-Way Radio System Upgrades before start of the Fall, 2018 semester.

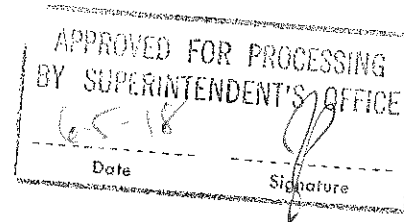
The June 26, 2018 Board meeting is the last scheduled meeting of the Board of Education before the start of the Summer, 2018 break. There is insufficient time for District staff to issue the RFP, evaluate RFP responses and provide a recommendation for award of the Two-Way Radio System Upgrades contract for the June 26, 2018 Board meeting. By delegation of authority to enter into the Contract for the Two-Way Radio System Upgrades, upon completing evaluation of RFP Responses, the Two-Way Radio System Upgrades can be completed by March 30, 2019..

Recommendation

It is recommended that the Board of Education determine that an upgrade of the District's two-way radio communication system qualifies as a technology procurement which may include computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus. After such determination, it is recommended that the Board of Education authorize the upgrade of the District's two-way radio communication system through competitive negotiation.

It is further recommended that the Board of Education delegate authority to the Superintendent or such District employee the Superintendent may designate, pursuant to Education Code §17604, to enter into the contract for Two-Way Radio System Upgrades to the vendor/contractor submitting a Response to the RFP that is in the best interests of the District and consistent with evaluation factors established in the RFP. Notwithstanding authority to enter into a contract for Two-Way Radio System Upgrades, the contract entered into is not an enforceable obligation of the District until the Board of Education subsequently approves or ratifies such contract.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 67-17/18**



**AUTHORIZING TECHNOLOGY CONTRACT FOR UPGRADE OF TWO-WAY RADIO
COMMUNICATION SYSTEM UNDER PUBLIC CONTRACT CODE SECTION 20118.2**

BE IT RESOLVED by the Board of Education of the Simi Valley Unified School District:

WHEREAS, due to the highly specialized and unique nature of the technology, telecommunications, related equipment, software, and services, and in order to allow for the introduction of new technological changes into the operations of school districts, Public Contract Code section 20118.2 allows a school district to use a competitive negotiation process rather than a competitive bid process, so as to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of technology, telecommunications, related equipment, software, and services contracts; and

WHEREAS, the Simi Valley Unified School District ("District") desires to purchase, acquire, and implement an upgrade of the District's two-way radio communication system ("Project"); and

WHEREAS, the Project is not a contract for construction services and the procurement is not for a product that is available in substantial quantities to the general public; and

WHEREAS, the Board of Education of the District deems it to be beneficial to the District, and for the efficient and effective administration thereof, to proceed with procurement of the Project through competitive negotiation meeting the requirements of Public Contract Code section 20118.2.

NOW, THEREFORE, the Board of Education of the District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true and correct.

Section 2. That based upon all available information, the Board of Education hereby finds that the Project meets the requirements of Public Contract Code section 20118.2(b) as it is a procurement of computers, software, telecommunications equipment, microwave equipment, or other electronic equipment and apparatus, and the Project is not a contract for construction services.

Section 3. That it is in the best interest of the District to proceed with procurement of the Project through the competitive negotiation process set forth in Public Contract Code section 20118.2, subsection (d), and hereby authorizes the District to procure the Project by preparing a request for proposals (RFP) and identifying all significant evaluation factors, including, price, and their relative important, submitting the RFP to an adequate number of qualified sources, and publishing the RFP at least twice in a newspaper of general circulation at least 10 days before the date for receipt of the proposals.

SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 67-17/18
Page 2 of 2

Section 4. That the Project shall be awarded to the qualified respondent whose proposal meets the District's technical evaluation factors and will be most advantageous to the District considering price and all other significant factors.

Section 5. That the District's Superintendent or designee is authorized to take all steps and any other action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution and to protect the interests of the District.

PASSED AND ADOPTED by the Board of Education of the Simi Valley Unified School District at the meeting on June 5, 2018, by the following vote:

Daniel White
AYES: *Blough*
Smiley
Loeb
White

NOES:

6

ABSENT:

0

ABSTAIN:

0

Motion # 216 Blough/Ha. Seale 5/0

Daniel White

Daniel White
President of the Board of Education

Dr. Jason Peplinski

Dr. Jason Peplinski, Superintendent
Secretary to the Board of Education