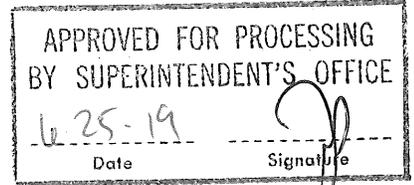


**TITLE: AUTHORIZATION TO AWARD BID #19F14BX326, SIMI INSTITUTE  
NEW MPR BUILDING**

Business & Facilities  
Consent #6

June 25, 2019  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities



**Background Information**

Four bids were received on June 14, 2019 for Bid #19F14BX326, Simi Institute New MPR Building. The recommended low bidder is indicated in bold type.

<b><u>Construction Company Name</u></b>	<b><u>Bid Amount</u></b>
Ardalan Construction Company, Inc.	\$ 548,000
Chalmers Construction Services, Inc.	\$ 658,000
Monet Construction Inc.	\$ 625,000
<b>The Nazerian Group</b>	<b>\$ 543,123</b>

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

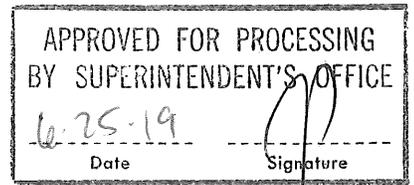
The total amount of this project \$543,123 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #19F14BX326, Simi Institute New MPR Building, to The Nazerian Group in the amount of \$543,123.

On a motion # 181 by Trustee Jubran, seconded by Trustee Smoller and carried by a vote of 3/0/2, the Board of Education approved, by roll-call vote, award of the Simi Institute New MPR Building to The Nazerian Group.

AYES: Jubran Smoller Is Grate NOES: 0 Absent: Blough White Abstained: 0



**TITLE: RATIFICATION OF AGREEMENT NOS. R19-04704, R19-04723, R19-04729 AND R19-04738 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT SERVICES**

Business & Facilities  
Consent #7

June 25, 2019  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On June 5, 2018 the Board of Education approved Ongoing Services Agreement A18.686 for hazardous materials consultant services with the firm of Clark Seif Clark, Inc. Services are needed for construction phase testing and monitoring of various projects during the summer of 2019.

**Fiscal Analysis**

The estimated costs for the hazardous materials consultant services agreements (Exhibits "A", "B", "C", and "D") with the firm of Clark Seif Clark, Inc. are listed below. The actual cost at each school site will be based on hazardous materials consultant services performed.

R19-04704 Garden Grove ES – Remodel of 3 Restrooms:	\$ 6,589
R19-04723 Atherwood ES Building 500 Remodel:	\$13,014
R19-04729 Valley View MS Classrooms Remodel;	\$ 9,769
R19-04738 Knolls ES Kindergarten Remodel:	<u>\$ 7,264</u>
<b>Total this authorization:</b>	<b>\$36,636</b>

These services at Garden Grove ES will be funded with Developer Fees.  
These services at Atherwood ES, Valley View MS, and Knolls ES will be funded by Measure X.  
Additional information is available at the Bond Management Office.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 181 by Trustee Jubran, seconded by Trustee Smoller and carried by a vote of 3/0/2, the Board of Education ratified, by roll-call-vote, Agreement Nos. R19-04704, R19-04723, R19-04729, and R19-04738 with Clark Seif Clark, Inc.

Ayes: Jubran Smoller LaBeale Noes: 0 Absent: Brown White Abstained: 2

**AGREEMENT NO. R19-04704  
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of May 30, 2019.

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

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

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

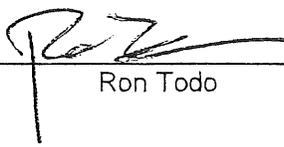
1. Assigned Project Description. The Assigned Project is described as follows: Provide Asbestos sampling and construction phase monitoring for renovation of 3 restrooms at Building "B" at Garden Grove Elementary School. These restrooms are being remodeled as required by DSA as part of the project that will be constructing a new MPR building at the site.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:  
Examination of the demolition and new improvement drawings related to the 3 restrooms undergoing renovation. Pre-construction testing for Asbestos. Construction phase monitoring for proper abatement of lead and Asbestos containing materials. Provision of an abatement work plan and report containing laboratory test results & findings. Closeout report. Other work necessary for provision of these services and for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated May 29, 2019.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Six-Thousand Five-Hundred Eighty-Nine Dollars (\$6,589.00)** ("**Assigned Project Contract Price**"). Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Thirty-Five (35) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for assessment and evaluation of the existing materials, and construction phase monitoring. If the Assigned Project Contract Price is exhausted by the

amount of assessment and testing, monitoring, and reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.

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

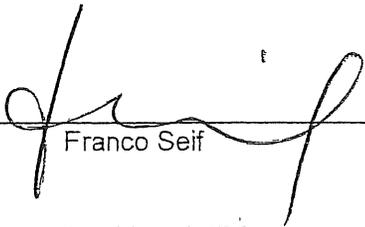
The District and Hazardous Materials Consulting Firm have executed this PAA as of the date set forth above.

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT

By:   
\_\_\_\_\_  
Ron Todo

Title: Associate Superintendent  
Business & Facilities

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

By:   
\_\_\_\_\_  
Franco Seif

Title: President / CEO



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

May 29, 2019

Ms. Malihe Shokouhi  
Simi Valley Unified School District

**Re: Garden Grove Elementary School  
2250 N. Tracy Avenue  
Simi Valley, CA 93063  
Building B, Bathroom Remodel**

Dear Ms. Shokouhi:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a limited bulk asbestos survey and asbestos abatement supervision/asbestos air clearance at the above-referenced property. Per our communication with Mr. Anthony Joseph on May 29, 2019, we have acquired the technical requirements for this fee proposal. It is our understanding that the 3 bathrooms located on the west side of existing Building "B" will undergo renovation as required by DSA. The remodel will impact hazardous materials, such as lead and asbestos. Since suspect asbestos-containing materials (ACM) are not verified in the Tabbara report, it may be necessary to collect bulk samples and provide laboratory analysis of suspect ACM prior to the demolition process. The work will be performed as per agreement number A18.686 between Simi Valley Unified School District and CSC. Please refer to the scope of work hereunder.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$6,589.00. CSC has not seen the subject site. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

IN order to proceed with this work, please provide us with a notice to proceed.

**FEE PROPOSAL**

Table 1 – Estimated Cost

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Principal	\$130.00/Hour	6	\$780.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	48	\$4224.00
Lead surface wipe - 24 Hr TAT	\$20.00/Sample	20	\$400.00
PCM Air - 8 Hr TAT	\$20.00/Sample	15	\$300.00
TEM Air - 24 Hr TAT	\$125.00/Sample	5	\$625.00
Clerical	\$65.00/Hour	4	\$260.00
Total Estimated Costs			<b>\$6,589.00</b>

**Expedited (RUSH) Sample Turn Around**  
o Next Day Priority Analysis Billed at 150% of Standard Fee

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

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

Labor Overtime & Premium overtime; As per contract

### SCOPE OF WORK

The scope of work the following:

- Collect bulk samples of suspect ACM that were not previous identified in the management plan. A total of 20 samples as proposed, but the actual number of samples will depend on the site conditions.
- Provide PLM analysis of the bulk samples and a lab report;
- Review asbestos abatement contractor's submittals;
- Perform 5 days of on-site monitoring of abatement contractor;
- Document contractor's activities and develop daily logs;
- Collect daily background PCM air samples during the abatement;
- Collect final surface wipe samples for lead analysis;
- Collect final TEM air clearance as required by AHERA, total 5 indoor samples in the MPR;
- Provide the SVUSD with a final closeout report.

### TERMS & CONDITIONS

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

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

Sincerely,



Franco A. Seif, PE  
Principal

cc: Simi Valley Unified School District (2<sup>nd</sup> Copy)  
File

**AGREEMENT NO. R19-04723  
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of May 31, 2019.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provide Asbestos and/ or lead sampling and construction phase monitoring for renovation of 10 classrooms at Building 500 at Atherwood Elementary School.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:  
Examination of the new improvement drawings related to the classrooms undergoing renovation. Pre-construction testing for Asbestos and / or lead. Construction phase monitoring for proper abatement / handling of any lead and / or Asbestos containing materials. Provision of a report containing laboratory test results & findings. Closeout report. Other work necessary for provision of these services and for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated May 29, 2019.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Thirteen-Thousand and Fourteen Dollars (\$13,014.00)** ("**Assigned Project Contract Price**"). Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Forty (40) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the maximum anticipated needs of the project for assessment and evaluation of the existing materials, and construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and reporting required, the Assigned Project

Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.

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

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

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT

By:

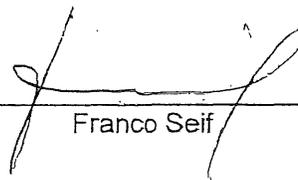


Ron Todo

Title: Associate Superintendent  
Business & Facilities

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

By:



Franco Seif

Title: President / CEO



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

R19-04723

May 29, 2019

Ms. Malihe Shokouhi  
Simi Valley Unified School District

Re: **Atherwood Elementary School**  
**2350 Greenwood Street**  
**Simi Valley, CA 93065**  
**Building 500 Class room Beautification**

Dear Ms. Shokouhi:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a limited bulk asbestos survey and asbestos abatement supervision/asbestos air clearance at the above-referenced property. Per our communication with you on May 29, 2019, we have acquired the technical requirements for this fee proposal. It is our understanding that 10 classrooms will undergo renovation that includes the removal of existing tack board, whiteboards, map rails and any other removable objects hindering the installation of smart boards, mirror monitors, and new tack boards. Also, the rooms will be painted, except room 501. The remodel will impact hazardous materials, such as lead and asbestos. Since suspect asbestos-containing materials (ACM) are not verified in the Tabbara report, it may be necessary to collect bulk samples and provide laboratory analysis of suspect ACM prior to the demolition process. The work will be performed as per agreement number A18.686 between Simi Valley Unified School District and CSC. Please refer to the scope of work hereunder.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$13,014.00. CSC has not seen the subject site. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

In order to proceed with this work, please provide us with a notice to proceed.

**FEE PROPOSAL**

Table 1 – Estimated Cost

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Principal	\$130.00/Hour	6	\$780.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	48	\$4224.00
Pb Wipe - 24 Hr TAT (AAS/ICP)	\$20.00/Sample	25	\$500.00
PCM Air - 8 Hr TAT	\$25.00/Sample	20	\$500.00
TEM Air - 24 Hr TAT	\$125.00/Sample	50	\$6250.00
PLM Bulks - 24 Hr TAT	\$20.00/Sample	25	\$500.00
Clerical	\$65.00/Hour	4	\$260.00

Total Estimated Costs **\$13,014.00**

**CSC, Inc.**

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

**Expedited (RUSH) Sample Turn Around**

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

**Labor Overtime & Premium overtime; As per contract**

**SCOPE OF WORK**

The purpose of an asbestos-containing material (ACM) survey is to conduct an The scope of work the following:

- Collect bulk samples of suspect ACM that were not previous identified in the management plan. A total of 25 samples as proposed, but the actual number of samples will depend on the site conditions.
- Provide PLM analysis of the bulk samples and a lab report;
- Review asbestos abatement contractor's submittals;
- Perform 5 days of on-site monitoring of abatement contractor;
- Document contractor's activities and develop daily logs;
- Collect daily background PCM air samples during the abatement;
- Collect final clearance surface wipe samples for lead analysis;
- Collect final TEM air clearance as required by AHERA, total 5 indoor samples per classroom;
- Provide the SVUSD with a final closeout report.

**TERMS & CONDITIONS**

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

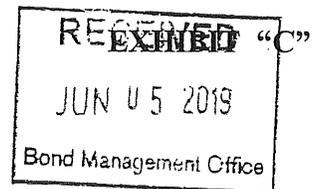
Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,



Franco A. Seif, PE  
Principal

cc: Simi Valley Unified School District (2<sup>nd</sup> Copy)  
File



**AGREEMENT NO. R19-04729  
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of May 31, 2019.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provide Asbestos construction phase monitoring for Asbestos abatement during renovation of the classrooms at Valley View Middle School. Provide other hazardous consultant services as needed for the renovations.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:  
Examination of the new improvement drawings related to the classrooms undergoing renovation. Perform pre-construction testing for Asbestos and / or lead if additional testing is needed. Provide construction phase monitoring for proper abatement of flooring. Provide a report containing laboratory test results & findings. Provide a closeout report. Provide other Hazardous Materials Consultant work necessary for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated May 29, 2019.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Nine-Thousand Seven-Hundred Sixty-Nine Dollars (\$9,769.00)** ("Assigned Project Contract Price"). Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Fifty (50) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and

reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.

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

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

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT

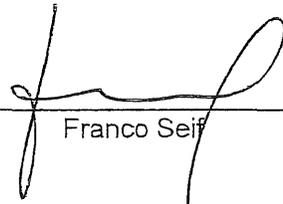
By:

  
\_\_\_\_\_  
Ron Todo

Title: Associate Superintendent  
Business & Facilities

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

By:

  
\_\_\_\_\_  
Franco Seif

Title: President / CEO



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

May 29, 2019

Mr. Jim McGregor  
Simi Valley Unified School District

**Re: Valley View Middle School**  
3347 Tapo Street  
Simi Valley, CA 93063

Dear Mr. McGregor:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a limited bulk asbestos survey and asbestos abatement supervision/asbestos air clearance at the above-referenced property. Per our communication with you May 29, 2019, we have acquired the technical requirements for this fee proposal. It is our understanding that the project requires the removal of asbestos-containing floor tile and mastic in 6 classrooms, 1000 sf each. The work will be performed as per agreement number A18.686 between Simi Valley Unified School District and CSC. Please refer to the scope of work hereunder.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$9,769.00. CSC has not seen the subject site. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

In order to proceed with this work, please provide us with a notice to proceed.

**FEE PROPOSAL**

Table 1 – Estimated Cost

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Principal	\$130.00/Hour	8	\$1040.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	48	\$4224.00
Clerical	\$65.00/Hour	2	\$130.00
PCM Air - 8 Hr TAT	\$25.00/Sample	25	\$625.00
TEM Air - 24 Hr TAT	\$125.00/Sample	30	\$3750.00

Total Estimated Costs **\$9,769.00**

**Expedited (RUSH) Sample Turn Around**

- o Next Day Priority Analysis Billed at 150% of Standard Fee
  - o Same Day Priority Analysis Billed at 200% of Standard Fee
- Labor Overtime & Premium overtime; As per contract

**SCOPE OF WORK**

The scope of work the following:

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

**TERMS & CONDITIONS**

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

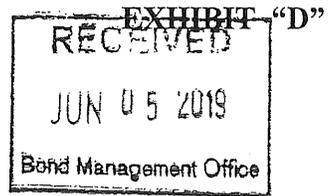
Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,



Franco A. Seif, PE  
Principal

cc: Simi Valley Unified School District (2<sup>nd</sup> Copy)  
File



**AGREEMENT NO. R19-04738  
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of June 3, 2019.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provide Asbestos construction phase monitoring for Asbestos flooring abatement during renovation of the Kindergarten classrooms at Knolls Elementary School. Provide other hazardous consultant services as needed for these renovations.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:  
Examination of the new improvement drawings related to the classrooms undergoing renovation. Perform testing for Asbestos and / or lead if additional testing is needed. Provide construction phase monitoring for proper abatement of flooring. Provide a report containing laboratory test results. Provide a closeout report. Provide other Hazardous Materials Consultant work necessary for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated June 3, 2019.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Seven-Thousand Two-Hundred Sixty-Four Dollars (\$7,264.00)** ("**Assigned Project Contract Price**"). Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Forty (40) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and

reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.

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

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

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

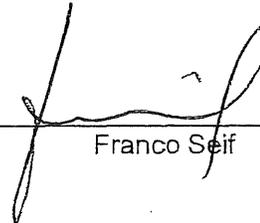
By:

  
\_\_\_\_\_  
Ron Todo

Title: Associate Superintendent  
Business & Facilities

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

By:

  
\_\_\_\_\_  
Franco Seif

Title: President / CEO

R19-04738



Attachment 1

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

June 3, 2019

Mr. Marc Cunningham  
Simi Valley Unified School District

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

Dear Mr. Cunningham:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform abatement supervision/asbestos air clearance inspection at the above-referenced property. Per our communication with you on May 31, 2019, we have acquired the technical requirements for this fee proposal. It is our understanding that the scope of work includes the removal of asbestos-containing floor tile and mastic in 2 classrooms. The abatement is anticipated to take around 5 working days. The work will be performed as per agreement number A18.686 between Simi Valley Unified School District and CSC. Please refer to the scope of work hereunder.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$7,264.00. CSC has not seen the subject site. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

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

**FEE PROPOSAL**

Table 1 – Estimated Cost

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Principal	\$130.00/Hour	8	\$1040.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	48	\$4224.00
Clerical	\$65.00/Hour	2	\$130.00
PCM Air - 8 Hr TAT	\$25.00/Sample	20	\$500.00
TEM Air - 24 Hr TAT	\$125.00/Sample	10	\$1250.00
Lead Wipe Samples – 24 Hr. TAT	\$30/Sample	4	\$120.00
Total Estimated Costs			<b>\$7,264.00</b>

**Expedited (RUSH) Sample Turn Around**

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

**Labor Overtime & Premium overtime; As per contract**

**CSC, Inc.**

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

Knolls Elementary School  
6334 Katherine Road  
Simi Valley, CA 93063  
Project ID: 1028095

The scope of work the following:

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

**TERMS & CONDITIONS**

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

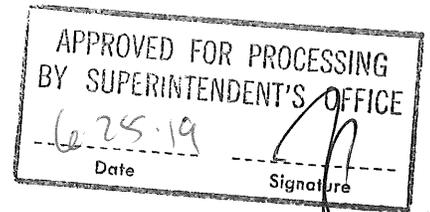
Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,



Franco A. Seif, PE  
Principal

cc: Simi Valley Unified School District (2<sup>nd</sup> Copy)  
File



**TITLE: APPROVAL OF AGREEMENT NO. R19-04561 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS INC. FOR INSPECTION OF THE SIMI INSTITUTE FOR CAREERS & EDUCATION MODULAR MPR BUILDING PROJECT**

Business & Facilities  
Consent #8

June 25, 2019  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires inspection of the construction work for the new modular Multi-Purpose Building at Simi Institute for Careers & Education. The inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

**Fiscal Analysis**

The cost for these inspection services is an estimated amount of \$16,400.00 based on a billing rate of \$82 per hour, as further described in attached Agreement No. R19-04561 (Exhibit "A"). These services will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R19-04561 with the firm of Stephen Payte, DSA Inspections Inc. for inspection of the modular Multi-Purpose Building Project at Simi Institute for Careers & Education.

On a motion # 187 by Trustee Jubon, seconded by Trustee Smolle and carried by a vote of 3/0/2, the Board of Education approved, by roll-call-vote, Agreement No. R19-04561 with Stephen Payte DSA Inspections, Inc.

Ayés: Jubon Smolle W. Belle Noes: 0 Absent: Blomquist White Abstained: 0

## PROJECT ASSIGNMENT AMENDMENT

## AGREEMENT R19-04561

## 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 26, 2019**.

**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 for the Simi Institute for Careers & Education Modular MPR Building Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

---

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated May 10, 2019 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$82.00 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 Sixteen Thousand Four-Hundred Dollars (\$16,400.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector 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 approximately one-hundred forty (140) calendar days for the Contractor to complete construction of the project ("Construction Time"). The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining 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 Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining 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 Remaining 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

**Proposal for Inspection Services**

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

May 10, 2019

Proposal for Inspection Services for Non-DSA project consisting of installation of a new modular MPR building at the Simi Institute for Careers & Education as described below:

- (1) DSA Inspector (Richard "Duncan" McKay) at a rate of \$82.00/hr for the duration of the project, estimated to last 20 weeks and requiring 10 hours per week of inspection.

As always, 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 3128 | Quartz Hill, CA 93586

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

[www.DSAInspections.com](http://www.DSAInspections.com)

**EXHIBIT 2 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R19-04561 FOR PROJECT INSPECTOR SERVICES  
PROJECT: Simi Institute for Careers & Education Modular MPR Building**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$82.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<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 # 8

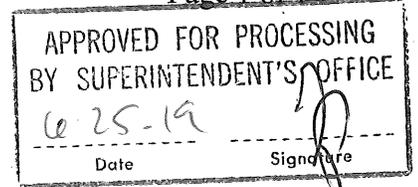
EXHIBIT "A"

**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS;  
MARCH 4, 2019 TO JUNE 14, 2019**

Business & Facilities  
Consent #11

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

June 25, 2019  
Page 1 of 1



**Background Information**

The District adopted the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District’s adoption of CUPCCAA includes authorization for the District’s Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District’s Field Contracts.

Exhibit “A” is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between March 4, 2019 and June 14, 2019.

**Fiscal Analysis**

The total amount for Measure X funded Field Contracts issued under CUPCCAA between March 4, 2019 and June 14, 2019 is **\$563,228.04** as shown on Exhibit “A”.

**Recommendation**

It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit “A”.

On a motion # 181 by Trustee Juban, seconded by Trustee Smoller and carried by a vote of 3/0/2, the Board of Education ratified, by roll-call-vote, all of the Field Contracts summarized in attached Exhibit “A”.

Ayes: Juban Smoller W. G. Sullivan Noes: 0 Absent: Brown Walt Abstain: 0

MEASURE X FIELD CONTRACTS UNDER CUPCAA 3/4/19 - 6/16/19

Req Date	Req #	PO #	Contractor	Total Amt	Description
3/14/2019	R19-03692	P19-03336	FENCE FACTORY	\$ 5,724.80	RHS FENCING FOR SHADE STRUCTURE
3/25/2019	R19-03883	P19-03603	ARDALAN CONSTRUCTION CO., INC.	\$ 39,470.75	KNOLLS CONCRETE ENTRY MONUMENT
3/25/2019	R19-03890	P19-03507	SCOTT & SONS ELECTRIC	\$ 33,723.00	ELECTRICAL FOR MARQUEES AT 7 SCHOOLS
3/26/2019	R19-03904	P19-03508	FENCE FACTORY	\$ 1,392.50	CRESTVIEW ES FENCING
4/3/2019	R19-03990	P19-03655	UNIQUE MOVING INC.	\$ 16,525.00	VVMS MOVING OLD FURNITURE FOR CLASSROOM BEAUT.
4/17/2019	R19-04269	P19-03954	VENCO WESTERN INC.	\$ 15,794.09	CRESTVIEW ES IRRIGATION SYSTEMS
4/18/2019	R19-04302	P19-03963	KELLY CLEANING & SUPPLIES	\$ 1,800.00	VALLEY VIEW MS CLASSROOM CLEANING
4/22/2019	R19-04344	P19-03982	FENCE FACTORY	\$ 31,797.65	SIMI VALLEY HS FENCING PARKING LOT
4/25/2019	R19-04382	P19-04083	R. JENSEN CO.	\$ 24,100.00	MOVE & SETUP TEMP MPR AT GARDEN GROVE
4/30/2019	R19-04434	P19-04176	FENCE FACTORY	\$ 275.00	SANTA SUSANA ES FENCE LATCH REPAIR
5/3/2019	R19-04486	P19-04214	INSTITUTION RECYCLING NETWORK	\$ 5,955.65	ATHERWOOD ES OLD FURNITURE DISPOSAL
5/3/2019	R19-04489	P19-04248	G J SIGNS	\$ 59,362.41	MARQUEE INSTALLATIONS AT 7 SCHOOL SITES
5/6/2019	R19-04506	P19-04250	FENCE FACTORY	\$ 3,115.40	GARDEN GROVE ES FENCING AT TEMP MPR
5/20/2019	R19-04631	P19-04406	KING OFFICE SERVICES	\$ 10,032.00	ATHERWOOD ES MOVING CLASSROOMS
5/20/2019	R19-04633	P19-04379	LIMASOL CONSTRUCTION, INC.	\$ 4,900.00	SIMI VALLEY HS PAINTING TOUCH UP FRONT AND NEW ENTRY
5/20/2019	R19-04634	P19-04380	LIMASOL CONSTRUCTION, INC.	\$ 1,900.00	SIMI VALLEY HS HANDRAILS @ ADMIN. BLDG.
5/22/2019	R19-04665	P19-04504	KAMRAN & CO, INC.	\$ 6,838.99	ROYAL HS TEACHING KITCHEN FIXTURES
5/22/2019	R19-04667	P19-04407	PRECISION PLUMBING-MECHANICAL	\$ 37,022.00	RHS PLUMBING TEACHING KITCHEN
5/29/2019	R19-04706	P19-04509	MACKEY ELECTRIC	\$ 42,744.00	POWER FOR NEW MARQUEES AT 7 SCHOOLS
5/29/2019	R19-04707	P19-04477	SCOTT & SONS ELECTRIC	\$ 12,300.00	RHS ELECTRICAL TEACHING KITCHEN
5/29/2019	R19-04708	P19-04478	SCOTT & SONS ELECTRIC	\$ 13,100.00	GARDEN GROVE ES ELECTRICAL FOR TEMP MPR
5/29/2019	R19-04710	P19-04479	ARDALAN CONSTRUCTION CO., INC.	\$ 19,750.00	SINALOA MS CONCRETE WALK & RAMP AT MONUMENT
5/30/2019	R19-04720	P19-04506	SMARDAN SUPPLY CO	\$ 5,472.90	PURCHASE HYDRATION STATIONS FOR VARIOUS SITES
5/30/2019	R19-04725	P19-04481	4 SEASONS ROOFING, INC.	\$ 698.00	KNOLLS ES ROOF ACCESS FOR CABLING
6/4/2019	R19-04751	P19-04512	LIMASOL CONSTRUCTION, INC.	\$ 9,892.00	ROYAL HS DEMOLITION AT TEACHING KITCHEN
6/6/2019	R19-04774	P19-04540	LIMASOL CONSTRUCTION, INC.	\$ 19,812.00	GARDEN GROVE ES DEMO WALLS AT TEMP MPR
6/6/2019	R19-04781	P19-04588	KING OFFICE SERVICES	\$ 4,464.00	KNOLLS ES KINDERGARTEN MOVE FOR RENOVATIONS
3/12/2019	WIT19-00502	P19-03375	EMPIRE CABLING, INC.	\$ 3,080.55	SANTA SUSANA HS CABLING FOR 2-WAY RADIOS
3/25/2019	WIT19-00533	P19-03643	ARDALAN CONSTRUCTION CO., INC.	\$ 54,589.35	ATHERWOOD ES /SANTA SUSANA HS INSTALL MIRROR MONITORS
3/26/2019	WIT19-00534	P19-03510	SCOTT & SONS ELECTRIC	\$ 30,998.00	KNOLLS ES UNDERGROUND CONDUITS TO MPR AND KINDERGARTEN
4/3/2019	WIT19-00546	P19-03758	SCOTT & SONS ELECTRIC	\$ 35,750.00	ATHERWOOD ES/ SANTA SUSANA HS POWER OUTLETS FOR MIRROR MONITORS
4/24/2019	WIT19-00586	P19-04094	EMPIRE CABLING, INC.	\$ 3,613.00	SINALOA MS CABLING FOR VOIP TELECOM
5/14/2019	WIT19-00614	P19-04334	SCOTT & SONS ELECTRIC	\$ 2,766.00	KNOLLS ES/MT VIEW ES POWER OUTLETS FOR MIRROR MONITORS
5/22/2019	WIT19-00625	P19-04485	EMPIRE CABLING, INC.	\$ 4,469.00	ARROYO ES / JUSTIN ES/ MADERA ES/PARL VIEW ES CABLING
			Total Field Contracts from 3/4/19 to 6/16/19:	\$ 563,228.04	



**TITLE: APPROVAL OF AGREEMENT NO. R19-04770 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE NEW MPR BUILDING PROJECT AT SIMI INSTITUTE FOR CAREERS & EDUCATION**

Business & Facilities  
Consent #13

June 25, 2019  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The District requires the use of a testing laboratory for testing and inspection for proper construction of the foundation and structural items for the new modular MPR building.

**Fiscal Analysis**

Testing Laboratory-of-Record Services Agreement R19-04770 with NV5 West, Inc. is for an estimated cost of \$9,935.00 (Exhibit "A") for materials testing and inspection for the new modular MPR building project.

These services will be funded with Measure X funds.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R19-04770 with NV5 West, Inc. for testing laboratory-of-record services for the new modular MPR building project at Simi Institute for Careers & Education.

On a motion # 181 by Trustee Jubon seconded by Trustee Snolle and carried by a vote of 3/0/2, the Board of Education approved, by roll-call-vote, Agreement No. R19-04770 with NV5 West, Inc.

Ayes: Jubon Snolle W Belle Noes: 0 Absent: Boone White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R19-04770

SIMI INSTITUTE FOR CAREERS & EDUCATION NEW MPR PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of June 26, 2019.

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

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

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

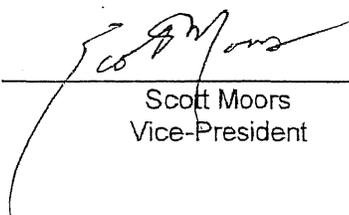
1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the new modular MPR Project at Simi Institute for Careers & Education for an estimated total cost of \$9,935.00 per the attached Proposal dated June 4, 2019.**
2. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for soils, compaction, concrete, foundations, rebar, and construction materials for verification of compliance with the plans, specifications, and applicable building codes and for the proper construction of the Assigned Project.
3. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for each Assigned Project. The pricing for each test or inspection shall be in accordance with the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017, with adjustments to accommodate the 2018 Geotechnical / Material Testing Fee Schedule from LOR.
4. **Agreement Terms.** All terms of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

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

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Ron Todo  
Title: Associate Superintendent  
Business & Facilities

"LOR"  
NV5 WEST, INC.

By:   
\_\_\_\_\_  
Scott Moors  
Title: Vice-President

RA-04770  
**N|V|5**

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

June 4, 2019  
 Proposal No: 2019.06.0121  
 DSA No.: N/A  
 File No.: N/A

ATTENTION: Tony Joseph

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Simi Institute for Careers and Education - New MPR Building, 1880 Blackstock Avenue, Simi Valley, CA**

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

Scope of Work and Cost Estimate

	Rate	Units	Total
<b>Soil:</b>			
Sr. Soils Technician (incls. nuclear gauge)	\$ 104 hr	24	\$ 2,496.00
Maximum Density (soil)	\$ 185 ea	2	\$ 370.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	420	\$ 273.00
Geotechnical Engineer	\$ 160 hr	2	\$ 320.00
<b>Concrete:</b>			
Mix Design Review (if required)	\$ 230 ea	1	\$ 230.00
Concrete Batch Plant Inspection	\$ 104 hr	8	\$ 832.00
Concrete Inspection / Technician - (cast cylinders)	\$ 104 hr	8	\$ 832.00
Concrete compression tests (5 cyls. per set)	\$ 22 ea	10	\$ 220.00
Concrete cylinder pickup	\$ 9.5 ea	10	\$ 95.00
<b>Reinforcing Steel:</b>			
Reinforcing Steel Bend tests (#5)	\$ 50 ea	1	\$ 50.00
Reinforcing Steel Tensile tests (#5)	\$ 55 ea	1	\$ 55.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104 hr	2	\$ 208.00
<b>Structural Steel:</b>			
Shop Welding Inspection (if required)	\$ 88 hr	8	\$ 704.00
Field Welding Inspection	\$ 104 hr	16	\$ 1,664.00
<b>Miscellaneous:</b>			
Anchor installation and testing	\$ 104 hr	4	\$ 416.00
Engineering	\$ 160 hr	6	\$ 960.00
<b>TOTAL:</b>			<b>\$ 9,935.00</b>

**Assumptions:**

- 1 In-Plant Inspection and any materials testing and special inspection at American Modular Systems are NOT a part of this proposal.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule of Fees and prevailing wage rates.

Proposal - Simi Institute New MPR Building

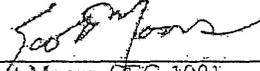
June 4, 2019

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

*Respectfully Submitted,*  
NV5 West, Inc.

Reviewed By,

  
\_\_\_\_\_  
Carol Harrison  
Client Service Manager

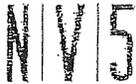
  
\_\_\_\_\_  
Scott Moors, CEO 1901  
Vice President

Attachment:      Terms and Conditions  
                         2018 Fee Schedule

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NV5

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL



**NV5 WEST, Inc.**

CONSTRUCTION QUALITY ASSURANCE + INFRASTRUCTURE + ENERGY + PROGRAM MANAGEMENT + ENVIRONMENTAL

**2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE**

**GENERAL CONDITIONS**

**Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

**Turn-Around-Time** - Standard TAT indicated in superscript.

**RUSH**: 50% surcharge. Sample prioritized over other samples in-queue.

**PRIORITY**: 100% surcharge. Completed as fast as possible per method. See notes regarding TAT at bottom of page 3.

**Project Setup** - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

**Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

**Minimum Charges - Special Inspections**: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

**Technicians**: Minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time charged in 2-hour increments.

**Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

**Per Diem** - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

**Equipment** - NV5 maintains a comprehensive inventory of calibrated field testing equipment. Daily equipment charges apply.

**Overtime Rates** - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40

hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

**Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min.) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

**Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.

**Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related to Client's failure to notify NV5 of predetermined wage requirements.

**Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

**Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

**Escalation** - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

**I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF**

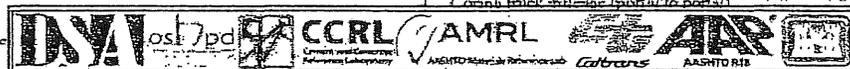
(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

	Standard	Prevailing Wage	Standard
<b>A. Professional Staff</b>			
Principal Engineer/Geologist/Consultant	\$185		
Senior Engineer/Geologist/Consultant (PE, CEG)	\$160		
Project Engineer/Geologist/Consultant	\$135		
Project Manager	\$120		
Staff Engineer/Geologist/Consultant	\$110		
<b>B. Field Sampling, Inspection &amp; Testing</b>			
Special (Deputy) Inspector	\$88	\$104	
(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)			
Public Works Inspector	\$100	\$112	
Roofing/Waterproofing Inspector	\$94	\$104	
Concrete/Asphalt Batch Plant Inspection	\$90	\$104	
Technician* (Soil/Asphalt/Special Testing)	\$90	\$104	
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$108	
<b>C. DSA / OSHPLD Inspection &amp; Testing</b>			
Project Inspector / IOR, DSA Class I	\$110		
Project Inspector / IOR, DSA Class II/III	\$100		
DSA Masonry / Shotcrete Inspection	\$92	\$104	
DSA 5 SI (Inspector Qualifications)	\$75 ea.		
Special Inspection Verified Report (SIVR/VR)	\$225 (min.) ea.		
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.		
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.		
<b>D. Sample Pickup, Delivery, &amp; Mileage</b>			
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$62/hr		
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$93/hr		
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.65/mi		
Mileage - Coring Truck	\$0.75/mi		
Vehicle - Field Truck	\$55/day		
Trip Charge (within 25 radius of Lab; if >25 mi, hourly + mileage)	\$35/trip		

	Prevailing Wage	Standard
<b>E. Support Staff &amp; Special Services</b>		
Laboratory Technician		\$100/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)		\$70/hr
Court Appearance and Depositions (4 hr min)		\$295/hr
Drafting/CADD		\$70/hr
Clerical		\$60/hr

**II. MATERIALS AND EQUIPMENT**

	Rate
<b>A. Equipment</b>	
1. Air Meter (Concrete)	\$45/dy
2. Calibrated Ram (Full test)	\$95/dy
3. Ceiling Wire Dead-Weight Equip.	\$160/dy
4. Coating Thickness Gauge	\$45/dy
5. Concrete Relative Humidity Meter	\$265/dy
6. Concrete Slab Moisture Emission Kit / RH Probe	\$55/ea
7. Floor Flatness (plus labor - 4hr min)	\$575/dy
8. Durometer Gauge (Shore A/D)	\$45/dy
9. Hardness Gauge (Brinell, Rockwell)	\$85/dy
10. Generator	\$70/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
12. Magnetic Particle Equipment & Consumables	\$65/dy
13. Nuclear Gauge	\$35/dy
14. Pachometer (Rebar) Survey Equipment	\$95/dy
15. Schmidt Hammer	\$65/dy
16. Skidmore Wilhelm, per day	\$195/dy
17. Torque Wrench (Large, >100 ft-lb), per day	\$85/dy
18. Torque Wrench (Small), per day	\$20/dy
19. Ultrasonic Equipment & Consumables	\$75/dy
<b>B. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)</b>	
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (portal-to-portal)	\$0.75/mi



NV5  
 NV5 WEST, INC.  
 2018 FEE SCHEDULE

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 <sup>B</sup>	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 <sup>E</sup>	\$ 340
3. Collapse - ASTM D4546 <sup>B</sup>	\$ 165
4. additional Load Increment (Consol./Collapse) - per pt.	\$ 40
5. Direct Shear, remolded sample - ASTM D3080 <sup>D</sup>	\$ 285
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 <sup>D</sup>	\$ 265
7. Expansion Index - ASTM D4829 <sup>B</sup>	\$ 160
8. Permeability, Constant Head - remolded - ASTM D2434, CT 220 <sup>D</sup>	\$ 445
9. pH (soil) - ASTM D4972 <sup>C</sup>	\$ 35
10. Resistivity - ASTM G57 <sup>C</sup>	\$ 60
11. Resistivity (Minimum), includes pH - CTM 643 <sup>C</sup>	\$ 155
12. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 10.00
14. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
15. Soil Classification - ASTM D2488 - Visual-Manual <sup>A</sup>	\$ 45
16. Soluble Chloride (soils) <sup>C</sup>	\$ 80
17. Soluble Sulfate (soils) <sup>C</sup>	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) <sup>A</sup>	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) <sup>A</sup>	\$ 85
3. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202) <sup>A</sup>	\$ 95
4. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202) <sup>A</sup>	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698 <sup>A</sup>	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698 <sup>A</sup>	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718 <sup>A</sup>	\$ 295
4. Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	\$ 75
5. Moisture & Dry Density (ring samples) <sup>A</sup>	\$ 22
6. Moisture determination (aggregate samples) <sup>A</sup>	\$ 35
7. Caltrans Relative Compaction (Wet Density) - CTM 216 <sup>A</sup>	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 <sup>E</sup>	\$ 185
2. Absorption, sand or gravel - ASTM C127, C128 <sup>B</sup>	\$ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 <sup>C</sup>	\$ 410
4. Cement Treated Base (CTB), compact, cure & test <sup>E</sup>	\$ 260
5. Cement Treated Base - compression (make, cure, test - 3 spec)	\$ 565
6. Cement Treated Base - stability	\$ 525
7. Clay lumps and friable particles, per primary size - ASTM C142 <sup>C</sup>	\$ 115
8. Cleanliness Test - CTM 227 <sup>A</sup>	\$ 130
9. Crushed particles, per primary size <sup>C</sup>	\$ 165
10. Durability Index (\$120 per size fraction) - CTM 229 <sup>A</sup>	\$ 215
11. Flat & Elongated Particles (per bin size) - ASTM D4791 <sup>C</sup>	\$ 190
12. Lightweight pieces, per size fraction - ASTM C123 <sup>C</sup>	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 <sup>D</sup>	\$ 380
15. Relative Mortar Strength - CTM 515 <sup>D</sup>	\$ 410
16. Organic Impurities - ASTM C40, CTM 215 <sup>B</sup>	\$ 80
17. Petrographic Analysis of Gravel - ASTM C295 (single grading) <sup>E</sup>	\$ 450
18. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) <sup>E</sup>	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method <sup>D</sup>	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) <sup>E</sup>	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method <sup>E</sup>	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) <sup>E</sup>	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo <sup>E</sup>	\$ 760
24. 'R' Value - ASTM D2888, CT 301 (Treated material by quote) <sup>B</sup>	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) <sup>B</sup>	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) <sup>B</sup>	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 <sup>D</sup>	\$ 365
29. Uncompacted Void Content of Fine Aggregate - AASHTO T304 <sup>B</sup>	\$ 175

30. Unit weight - ASTM C29	\$ 72
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E Dimensional Stone Tests

1. Compressive Strength - ASTM C170 <sup>D</sup>	\$ 95
2. Water Absorption & Density - ASTM C97 (3 required) <sup>D</sup>	\$ 65
3. Modulus of Rupture - ASTM C99 <sup>D</sup>	\$ 115
4. Flexural Strength - ASTM C880 <sup>D</sup>	\$ 130

(Comp., Modulus of Rupture & Flex. Str. require 3 samples ea. in wet & dry conditions // & L to right.)  
 (All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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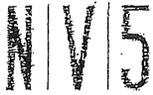
B Concrete

1. Concrete compression: 6x12 cylinders - ASTM C39 <sup>A</sup>	\$ 26
2. Concrete compression: 4x8 cylinders - ASTM C39 <sup>A</sup>	\$ 22
3. Concrete cylinder pickup: 6x12 (>25mi radius of Lab add hourly pickup rate)	\$ 12.50
4. Concrete cylinder pickup: 4x8 (>25mi radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test - ASTM C42 <sup>C</sup>	\$ 45
7. Concrete Trial Batch (includes 6 compression tests)	\$765
8. Concrete Mix Design Review (excludes testing & revisions)	\$230
9. Concrete mix proportion revision	\$150
10. Density of concrete cylinder (unit weight) <sup>C</sup>	\$64
11. Drying shrinkage - ASTM C157 (set of 3, 5 ages) <sup>E</sup>	\$495
12. End preparation of cores, diamond sawing, per cut	\$15
13. Flexural beam pick-up (>25mi radius of Lab add hourly pickup rate)	\$38 ea
14. Flexural strength, 6"x6" beam - ASTM C78 & C293 <sup>A</sup>	\$80
15. Shotcrete/Gunite core compression test (not including coring)	\$35
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
17. Shotcrete/Gunite panel pick-up (>25mi radius of Lab add hourly pickup rate)	\$38
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight insulating concrete compress, 4 req. - ASTM C495	\$50
20. Lightweight insulating concrete - unit weight (oven dry)	\$95
21. Modulus of elasticity, 4"x8" cylinder - ASTM C469 <sup>D</sup>	\$215
22. Petrographic analysis of hardened concrete - ASTM C856 (per core) <sup>E</sup>	\$950
23. Poisson's Ratio on 6"x12" cylinders - ASTM C469 <sup>D</sup>	Per Quote
24. Splitting tensile - ASTM C496 <sup>D</sup>	\$175
25. Non-Shrink (Dry-Pack) Grout - 2"x2"x2", set of 3	\$96

C Masonry

1. Absorption - brick, 5 required - ASTM C67 <sup>D</sup>	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140 <sup>D</sup>	\$ 54
3. Compressive strength, brick, 5 required - ASTM C67 <sup>D</sup>	\$ 45
4. Compression - masonry core <sup>C</sup>	\$ 45
5. Compression - masonry prisms 8"x8" - ASTM C1314 (other sizes by quote - may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required - ASTM C140 <sup>D</sup> (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions - masonry unit, 3 required <sup>D</sup>	\$ 42
8. Compression test, grout specimens	\$ 30
9. Compression test, mortar specimens	\$ 50
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence, first unit @ \$125, each additional @	\$ 54
12. Linear shrinkage, masonry unit, 3 required - ASTM C426 <sup>E</sup>	\$ 98
13. Masonry Prism Pickup (ea.)	\$ 45
14. Masonry Unit Acceptance Test - ASTM C140 <sup>D</sup> (includes absorption, compression, dimensions, unit weight)	\$ 585
15. Mortar Aggregate Ratio - ASTM C780 (A4) <sup>B</sup>	\$ 245
16. Modulus of rupture, brick, 5 required - ASTM C67 <sup>D</sup>	\$ 42
17. Moisture content - masonry unit (as received), 3 req'd - ASTM C140 <sup>D</sup>	\$ 42
18. Shear test on masonry core - CBC 2105A.4 <sup>B</sup>	\$ 105
19. Tensile test on masonry block	\$ 190
20. Unit weight, masonry unit, 3 required - ASTM C140 <sup>D</sup>	\$ 45
21. Visual Examination & Photo-document Core - CBC 2105A.4 <sup>B</sup>	\$ 45

Standard Turn-Around-Times (where applicable TAT indicated in superscript):  
 A - 3 working days    B - 5 working days    C - 7 working days  
 D - 10 working days    E - >10 working days  
 TAT indicates testing time under typical conditions and is subject to change.



NV5 WEST, INC.  
2018 FEE SCHEDULE

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

<u>A. General Testing</u>			
1. Processing mill certification (each size & head)		\$20 ea.	
2. Rockwell or Brinell Hardness, average of three readings		\$35 ea.	
3. Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>		\$215	
<u>B. Reinforcing Steel</u>			
1. Deformation, reinforcing steel <sup>C</sup>		\$60	
2. Pre-stress, strand or wire, tensile & elongation <sup>D</sup>	Per Quote		
3. Proof test on post-tension assembly	Per Quote		
4. Bend Test (rebar) <sup>C</sup>		\$50	
5. Tensile test (rebar), up to & including #8 <sup>C</sup>		\$55	
6. Tensile test (rebar) #9, #10, #11 <sup>D</sup>		\$95	
7. Tensile test (rebar) #14, #18 <sup>D</sup>		\$215	
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>		\$215	
<u>C. Structural Steel</u>			
1. Cutting & machining charges	cost + 15%		
2. Bend test, structural, all sizes		\$75	
3. Tensile test, structural, <4" cross-section (cutting & machining extra)*		\$75	
4. Tensile test, structural, >4" cross-section (cutting & machining extra)*		\$125	
5. Flattening test of pipe		\$65	
<i>*Tensile and yield by percent offset, add \$85</i>			
<u>D. High Strength Bolts</u>			
1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) <sup>D</sup>		\$ 335	
2. Bolts - proof load (non-DSA) <sup>D</sup>		\$ 45	
Bolts - ultimate load <sup>D</sup>		\$ 65	
Bolts - hardness <sup>D</sup>		\$ 35	
3. Nuts - proof load <sup>D</sup>		\$ 45	
Nuts - hardness <sup>D</sup>		\$ 35	
4. Washers - hardness <sup>D</sup>		\$ 35	
<u>E. Welding Procedure and Welder Qualification Tests</u>			
	<i>Coupon thickness (mild steel only)</i>	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend		\$65	
4. Nick break	\$45 ea.	\$35	
5. Side, face or root bend	\$28 ea.	\$35	
6. Tensile	\$40 ea.	\$50	
7. Welder Qualification Records		\$115	
<i>Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.</i>			
<i>*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.</i>			
<i>**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.</i>			

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote	
2. Density of Sprayed Fireproofing		\$85
3. Roof Tile Strength		\$95
4. Roof Tile Absorption		\$75
5. Roof Cut Tests (total weight only)		\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote	
7. Universal Testing Machine (Hourly)		\$210
8. Ground Rod Test (plus travel)		\$175

VII. ASPHALT & ASPHALTIC CONCRETE

<u>A. Emulsions And Slurry Seals</u>	
1. Consistency test - ASTM D3910 <sup>A</sup>	\$95
2. pH determination <sup>B</sup>	\$75
3. Oven cook off (% residue) <sup>A</sup>	\$100
4. Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) <sup>A</sup>	\$270
<u>B. Asphaltic Concrete, Aggregate And Mixes</u>	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 <sup>A</sup>	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 202 <sup>A</sup>	\$235
Solvent Extraction Method - ASTM D2172 <sup>B</sup>	\$395
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 <sup>A</sup>	\$155
Solvent Extraction Method - ASTM D172 <sup>B</sup>	\$305
5. Film stripping - CTM 302 <sup>C</sup>	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* - AASHTO T312 <sup>B</sup>	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* - AASHTO T312 <sup>B</sup>	\$500
<i>* Add \$110 for Asphalt Rubber</i>	
8. Hamburg Wheel Track - AASHTO T324 <sup>B</sup>	\$1,450
9. Ignition Oven Correction Factor - CTM 382 <sup>E</sup>	\$650
10. Marshall - Stability and flow (core) - ASTM D1559 <sup>A</sup>	\$125
11. Marshall - Stability and flow (bulk) - ASTM D1559 <sup>B</sup>	\$325
12. Marshall - Specific Gravity <sup>A</sup>	\$225
13. Mix proportion - Marshall Method <sup>D</sup>	\$2,900
with R.A.P. <sup>E</sup>	\$3,700
14. Mix proportion - HVEEM Method <sup>D</sup>	\$2,700
with R.A.P. <sup>E</sup>	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 <sup>A</sup>	\$200
16. Moisture content - ASTM D-1461 <sup>A</sup>	\$115
17. Moisture Susceptibility - AASHTO T283 <sup>D</sup>	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 <sup>D</sup>	\$250
19. Recovery of rubber from ARHM extraction <sup>D</sup>	\$315
20. Specific gravity of core - ASTM D2726 <sup>A</sup>	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 <sup>A</sup>	\$185
Stabilometer test and mixing of sample <sup>B</sup>	\$400
22. Surface Abrasion - CTM 360 <sup>C</sup>	\$525
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 <sup>D</sup>	\$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 <sup>D</sup>	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

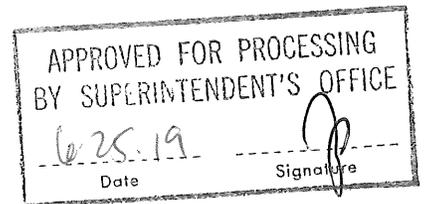
Standard Turn-Around Times: (where applicable TAT indicated in superscript following method):

A - 3 working days; B - 5 working days; C - 7 working days;  
D - 10 working days; E - >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications - hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.





**TITLE: APPROVAL OF AGREEMENT NO. R19-04693 STRUCTURAL DESIGN FOR INSTALLATION OF TWO MULTI-ZONE ROOFTOP HVAC UNITS AT HILLSIDE MIDDLE SCHOOL**

Business & Facilities  
Consent #14

June 25, 2019  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

A structural evaluation identified several possible locations at Hillside Middle School where District-owned multi-zone rooftop HVAC units can be installed. The units were removed from 875 East Cochran Street, and calculations, plans, and specifications are needed for submission to DSA for plan check. The firm of Orion Structural Group, Inc. can provide these services.

**Fiscal Analysis**

The cost associated with Agreement No. R19-04693 is a fixed fee of \$7,800.00. Said Agreement is attached as Exhibit "A". These structural engineering services will be funded with Maintenance funds.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R19-04693 with the firm of Orion Structural Group, Inc. for preparation of structural calculations, plans, and specifications, and for obtaining DSA approval of the plans for installation of two District-owned multi-zone HVAC units at Hillside Middle School.

On a motion # 187 by Trustee Jubra, seconded by Trustee Smolle and carried by a vote of 3/0/2, the Board of Education approved, by roll-call-vote, Agreement No. R19-04693 with Orion Structural Group, Inc.

Ayes: Jubra  
Smolle  
Bute Noes: 0 Absent: Blay  
White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT  
Agreement No. R19-04693

STRUCTURAL FOR INSTALLING TWO ROOFTOP MULTI-ZONE HVAC UNITS AT  
HILLSIDE MIDDLE SCHOOL

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Orion Structural Group, Inc. ("Engineer") on June 26, 2019.

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 as follows: Provide structural design and obtain DSA approval for proposed installation of two multi-zone rooftop HVAC units at Hillside Middle School. The two proposed multi-zone HVAC units have been removed from 875 E. Cochran Street, and are manufactured by CME / Lennox. Coordinate with CME/ Lennox, the architect, mechanical engineer, DSA, inspector, and the District.
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not applicable.
3. Assigned Project Basic Services. The Basic Services for the Assigned Project are:  
Identify the most suitable locations on existing building(s) for installation of the two multi-zone rooftop HVAC units. Provide structural calculations, details and drawings depicting any reinforcements required for proper support of the two multi-zone rooftop HVAC units. Coordinate the structural reinforcements with available space for ducting and roof curbs and proper fit-up of the HVAC units. Submit the plans to DSA for review and obtain DSA approval of the plans and any specifications for construction of the project. Provide construction administration support.
4. Assigned Project Schedule. The Engineer shall commence design work on this assignment on or about June 26, 2019 after authorization by the Board of Education, and shall submit the plans, drawings, and calculations to DSA for review on or about September 1, 2019. The Engineer shall notify the District if additional time is required.
5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is a fixed fee of **Seven-Thousand Eight-Hundred Dollars (\$7,800.00) per the attached Proposal from Engineer dated May 28, 2019.**
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**

**"Engineer"**  
**Orion Structural Group, Inc.**

By: \_\_\_\_\_  
Ron Todo

By:  \_\_\_\_\_  
Will Lambert

Title: Associate Superintendent  
Business & Facilities

Title: California Structural Engineer, Lic. #5430



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 28, 2019

*Client:*

Tony Joseph  
SVUSD Bond Program Manager  
Simi Valley Unified School District

**Re: SVUSD Hillside MS – HVAC review**

Scope:

Structural engineering to replace 2 package rooftop units with relocated units from old district office. Design is anticipated to include anchorage with new or adapted curb, framing to adjust the duct penetrations where required, strengthening for the existing roof framing where required.

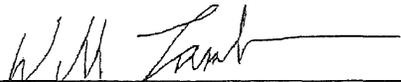
The replacement units have outboard condensing units. Where space is limited due to existing screens or existing adjacent units, the outboard condensing units may be removed and mounted separately on a new rooftop curb.

Management of the project will be by the district with the project mechanical engineer. For DSA projects, a licensed architect or structural engineer (not the mechanical engineer) is needed to perform AEOR stamp and signing on DSA drawings and forms. Where requested, Orion Structural Group will assist with project management by performing AEOR review and stamping.

Fee:

Progress Structural Drawings	\$2,000
DSA submittal Drawings and Calculations	\$3,000
Respond to DSA plancheck comments with one DSA backcheck meeting where required	\$1,800
Respond to construction questions	\$1,000
<b>Total</b>	<b>\$7,800</b>

Orion Structural Group Inc.

  
\_\_\_\_\_  
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 \_\_\_\_\_

APPROVED FOR PROCESSING  
BY SUPERINTENDENT'S OFFICE  
6-25-19  
Date Signature

**TITLE: APPROVAL OF ADDITIONAL SERVICES NO. 2 TO AGREEMENT NO. A19.316 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND FUSION COMMUNICATIONS, INC. FOR ON-CALL TECHNOLOGY CONSULTANT SERVICES**

Business & Facilities  
Consent #16

June 25, 2019  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District is deploying VOIP telecommunications systems at each school site. Specialized assistance with startup and troubleshooting is occasionally required. Fusion Communications, Inc. has been providing this assistance, and is needed on an on-call basis for up to 50 additional hours over the course of the next year.

**Fiscal Analysis**

The total cost for Additional Services No. 2 to Agreement A19.316 (Exhibit "A") for provision of on-call services for VOIP startup and troubleshooting is a **not-to-exceed amount of \$6,000.00** based on a maximum total of 50 hours for the course of 1-year at an all-inclusive rate of \$120.00 per hour.

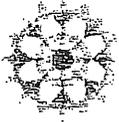
These services will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve Additional Services No. 2 to Agreement No. A19.316 with the firm of Fusion Communications, Inc. for provision of on-call technology consultant services.

On a motion # 181 by Trustee Juba, seconded by Trustee Swille and carried by a vote of 3/0/2, the Board of Education approve, by roll-call-vote, Additional Services No 2 to Agreement No. A19.316 with Fusion Communications, Inc.

Ayes: Juba  
Swille  
White  
Ja. Belle Noes: 0 Absent: Brong  
White Abstained: 0



SimiValleySchools  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

ADDITIONAL SERVICES NO. 2

TO AGREEMENT A19.316 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT  
AND  
FUSION COMMUNICATIONS, INC.

This Additional Services Authorization is executed between the SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and FUSION COMMUNICATIONS, INC. ("Consultant") as of June 26, 2019.

Consultant is authorized to provide Additional Services on an as-needed basis, as directed by the District, for provision of an on-call engineer for VOIP troubleshooting and deployment for up to a total of 50 hours over the course of 1-year, at an all-inclusive rate of \$120.00 per hour. The term of this agreement commences on June 26, 2019, and ends on June 26, 2020 unless terminated earlier by the District. The terms and conditions of Agreement A19.316 dated February 6, 2019 for Technology Consultant Services, also apply to these additional services.

Compensation:

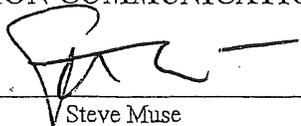
Compensation for these additional services shall be based on billings for work performed at an all-inclusive rate of \$120.00 per hour, not-to-exceed **Six Thousand Dollars (\$6,000.00)** as further described on the attached Proposal from Consultant dated June 7, 2019 (Exhibit "A").

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Ron Todo

Title: Associate Superintendent Business & Facilities

FUSION COMMUNICATIONS, INC.

By:  \_\_\_\_\_ 6/7/19  
Steve Muse

Title: General Manager

### Schedule 1

#### Simi Valley USD – On Site Engineer

<u>Qty.</u>	<u>Description</u>
	<i>On Site Engineer – Douglas Holloway</i>
1	On Site Engineer for VOIP Implementation (50) Hours

\*Cost - \$6,000.00 (@ \$120.00 Per Hour)

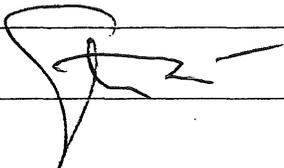
\*Cost quoted is All Inclusive Labor Pricing

\*Valid for One Year

Approved and Accepted By:

Customer \_\_\_\_\_

Date \_\_\_\_\_

Fusion Representative  \_\_\_\_\_

Date 6/7/19



APPROVED FOR PROCESSING  
BY SUPERINTENDENT'S OFFICE  
6-25-19  
Date Signature

**TITLE: ADOPTION OF RESOLUTION NO. 01-19/20, PARTICIPATING IN BIDS/CONTRACTS OF OTHER PUBLIC CORPORATIONS AND AGENCIES (PIGGYBACK CONTRACTS) THROUGHOUT THE 2019-2020 FISCAL YEAR**

Business & Facilities  
Action #1

June 25, 2019  
Page 1 of 2

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

**Background Information**

Included in Public Contract Code §20111 and §20112 is the requirement that school districts let contracts over \$92,600 (adjusted as of January 1, 2019) for the purchase of equipment, materials, or supplies, to the lowest responsible bidder. Nevertheless, existing law authorizes the District to procure equipment, materials and supplies without a bidding process by utilizing contracts bid and awarded by other public agencies. When such a contract exists, Public Contract Code §20118 states that if the governing board of a school district has determined it to be in the best interest of the district, a school district may authorize the lease or purchase of personal property directly from the vendor and make payment to the vendor under the same terms of the contract awarded by the public agency, without advertising for bids. This is referred to as "Piggybacking". Section 20118 permits the District to purchase "materials, supplies, equipment, automotive vehicles, tractors and other personal property" by the piggyback process.

In addition to the piggyback purchases authorized under Public Contract Code §20118, Public Contract Code §10298 and §10299 allow school districts to contract with vendors awarded contracts, and made available to school districts, by the California Department of General Services, without further competitive bidding. The scope of purchases authorized by Section 10299 includes "information technology, goods and services."

By authorizing District staff procurement by the piggyback process, the District's right to bid and procure on its own is not preempted, but provides an alternate procurement method when deemed cost effective or in the best of interest of the District.

Staff believes it is in the best interest of the district to use the piggyback process by participating in bids/contracts of other public corporations and agencies.

On motion #185 by Trustee Jubra, seconded by Trustee Snell and carried by a vote of 3/0/2, the Board of Education approved, by a roll-call vote, Resolution No. 01-19/20, participating in bids/contracts of other public corporations and agencies throughout the 2019-2020 fiscal year.

Ayes: Jubra Snell Lee Gille Noes: 0 Absent: George White Abstained: 0

Generally, award of contracts for goods, materials, supplies, services and other property requires Board of Education action. Education Code §17604, however, authorizes the Board of Education to delegate authority to the District Superintendent, or any persons he or she may designate, to award contracts subject to limitations of “time, money or subject matter” established by the Board of Education. Contracts awarded pursuant to authority conferred under Section 17604 are not “valid or constitute an enforceable obligation” until ratified by the Board of Education.

**Recommendation**

It is recommended that the Board of Education determine that it is in the best interests of the District to authorize District staff to utilize the piggyback process to procure goods, materials, supplies, equipment, and services to the fullest extent permitted by applicable law. It is further recommended that the Board of Education authorize the Superintendent or such District employee the Superintendent may designate to award a piggyback contract under Education Code §17604, provided that any such piggyback contract is not valid or enforceable against the District until ratified by the Board of Education.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 01-19/20**

**APPROVAL OF PARTICIPATION IN BIDS/CONTRACTS OF OTHER PUBLIC AGENCIES  
(PIGGYBACK CONTRACTS); AUTHORITY TO AWARD PIGGYBACK CONTRACT**

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

**WHEREAS**, applicable law generally requires the District to engage in a competitive process to procure goods, materials, supplies, services, equipment and other property.

**WHEREAS**, notwithstanding such requirements, applicable law also authorizes the District to procure goods, materials, supplies, services, equipment and other property without a competitive process upon terms and conditions of contracts bid and awarded by other public agencies; these alternative procurement procedures are typically referred to as "piggyback" contracting.

**WHEREAS**, the District is authorized to engage in piggyback contracting under Public Contract Code §20118 for lease of "data processing equipment" and the purchase of "materials, supplies, equipment, automotive vehicles, tractors and other personal property."

**WHEREAS**, the District is authorized to engage in piggyback contracting under Public Contract Code §10298 and §10299 for "information technology, goods and services" from "contracts, master agreements, multiple award schedules, cooperative agreements" procured by the California State Department of General Services ("DGS").

**WHEREAS**, DGS authorized piggyback contracts may include contracts "with entities outside the state" and cooperative buying organizations such as National Association of State Procurement Officials (NASPO), and U.S. Communities.

**WHEREAS**, procurement of goods, materials, supplies, services, equipment and other property by the piggyback process provides the District with an alternative to procurement by a competitive process with resulting cost and time savings.

**WHEREAS**, although applicable law generally requires Board of Education action to award contracts, authority to contract may be delegated to the Superintendent pursuant to Education Code §17604; with such authorization subject to limitations of "time, money or subject matter."

**WHEREAS**, contracts awarded by authority conferred by the Board of Education under Education Code §17604 are not valid or enforceable against the District until ratified by the Board of Education.

**THEREFORE, BE IT RESOLVED** that the Board of Education determines that the piggyback procurement process is in the best interests of the District.

**FURTHER RESOLVED**, that the District participate for the 2019-2020 school year in piggyback bids and contracts issued by other public agencies to the fullest extent permitted by applicable law.

**FURTHER RESOLVED**, that pursuant to Education Code §17604, the Superintendent, or such District employee the Superintendent may designate, are authorized to award piggyback contracts procured pursuant to these Resolutions, provided that (i) any such piggyback contract is not valid or enforceable against the District until ratified by subsequent action of the Board of Education; and (ii) the authority conferred hereunder is effective upon Board action adopting these Resolutions and shall continue for twelve (12) months after the date of Board action adopting these Resolutions.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 01-19/20**

**PASSED AND ADOPTED** by the Board of Education of the Simi Valley Unified School District  
at the meeting on June 25, 2019, by the following vote: *#185 JUBAN/Smolle*

AYES: *Jubran  
Smolle  
LaBelle*

NOES: *[Signature]*

ABSENT: *[Signature]  
[Signature]*

ABSTAIN: *[Signature]*

*Bob LaBelle*

Bob LaBelle  
President of the Board of Education

*[Signature]*

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