

TITLE: RATIFICATION OF AGREEMENT NO A18.706 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MILLENNIUM CONSULTING ASSOCIATES FOR HAZARDOUS MATERIALS CONSULTANT SERVICES ON MEASURE X SUMMER 2018 PROJECTS

Business & Facilities
Consent #4

August 7, 2018

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 15, 2018 the Board of Education approved the ongoing services agreement for hazardous materials consultant services with the firm of Millennium Consulting Associates. These services are needed on various summer 2018 Measure X projects, and generally involve testing and monitoring for abatement of asbestos and lead.

Fiscal Analysis

Hazardous Materials Consultant Services Agreement A18.706 (Exhibit "A") is for an estimated cost of \$9,000. The charges for these services are for the reports, monitoring, and testing performed for compliance with applicable regulations for proper abatement of asbestos and lead.

Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 9 by Trustee Blough, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. A18.706 with Millennium Consulting Associates.

Ayes: Blough
Daniels
Smoller
LuBello
Witt Noes: 0 Absent: 0 Abstained: 0

**AGREEMENT A18.706
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Millennium Consulting Associates ("Hazardous Materials Consulting Firm") as of June 11, 2018.

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement A18.644 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:

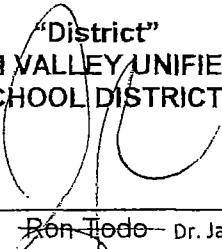
1. Assigned Project Description. The Assigned Project is described as follows: Provide hazardous materials consulting services on Measure X projects on an as-needed basis during the summer of 2018.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project set forth in the Agreement:
 Preconstruction Services
 Building Inspection, Sampling and Testing
 Laboratory Testing and Evaluation
 Demolition and Abatement Project Designs and Drawings
 Abatement Documentation
 Abatement Inspection Services
 Abatement Oversight and Clearances
 Close-Out Documents
 Other services as required for compliance with applicable codes and regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm designates the Hazardous Materials Consultants identified in Attachment C-1 to this PAA for completion of Hazardous Materials Consultant Services for the Assigned Project. The hourly billing rate of each Hazardous Materials Consultant designated for the Assigned Project is set forth in Attachment C-1 to this PAA and is not subject to adjustment.
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 Dollars (\$9,000.00) ("Assigned Project Contract Price"). Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable rules 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. No payment will be made and the Hazardous Materials Consulting Firm is not entitled

to any compensation for any Hazardous Materials Consultant Services necessary as a result of the failure of the Hazardous Materials Consulting Firm to timely and completely provide Hazardous Materials Consultant 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 Sixty (60) calendar days for the Contractor(s) to complete construction of the Projects ("Construction Time"). The Assigned Project Contract Price is based on the anticipated needs of the program during the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Hazardous Materials Consultant shall provide Hazardous Materials Consultant Services after expiration of the Construction Time without an increase to the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Hazardous Materials Consultant Services provided after expiration of the Construction Time.
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

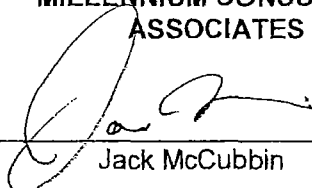
The District and Hazardous Materials Consulting Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By:  _____
~~Ron Tode~~ Dr. Jason Peplinski
 Superintendent, SVUSD

Title: Associate Superintendent of
Business & Facilities

"Hazardous Materials Consulting Firm"
MILLENNIUM CONSULTING
ASSOCIATES

By:  _____
 Jack McCubbin

Title: Principal

ATTACHMENT C-1

HAZARDOUS MATERIALS CONSULTANTS PROPOSED HOURLY BILLING RATES

Respondent: Millennium Consulting Associates

Hazardous Materials Consultant		Hourly Billing Rate	
CDPH Inspector/Assessor/Monitor		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$85
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$114
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$114
Draftsman		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$77
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$77
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$104
Clerical		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$57
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$57
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$77

(Duplicate Attachment C-1 as necessary for additional Hazardous Materials Consultants)

**ATTACHMENT C-1
HAZARDOUS MATERIALS CONSULTANTS PROPOSED HOURLY BILLING RATES**

Respondent: Millennium Consulting Associates

Hazardous Materials Consultant		Hourly Billing Rate
Certified Industrial Hygienist (CIH)	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$125
	<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$125
	<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$125
Certified Asbestos Consultant (CAC)	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$89
	<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$120
	<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$120
Certified Site Surveillance Technician (CSST)	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$85
	<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$114
	<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$114

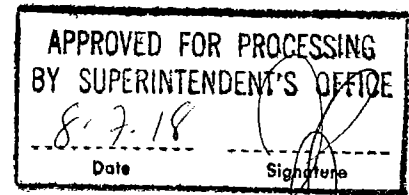
(Duplicate Attachment C-1 as necessary for additional Hazardous Materials Consultants)

TITLE: RATIFICATION OF ADDITIONAL SERVICES AGREEMENT NO. A18.707 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND J & S CONSULTING ENGINEERS, INC. FOR DESIGN OF REVISIONS TO SECURITY CAMERA SYSTEMS

Business & Facilities
Consent #5

August 7, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Plans for the District-wide security camera installations project needed to be re-designed to accommodate utilizing Bosch cameras instead of Arecont cameras.

Fiscal Analysis

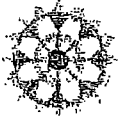
The cost associated with Agreement No. A18.707 is a fixed fee of \$32,374.90. Said Agreement is attached as Exhibit "A". These design services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 9 by Trustee Blough, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Additional Services Agreement No. A18.707 with J & S Consulting Engineers, Inc.

Ayes: Blough Daniels Smother LeBeau White Noes: 6 Absent: 6 Abstained: C



Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

**ADDITIONAL SERVICES AGREEMENT A18.707
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
J & S CONSULTING ENGINEERS, INC.**

This Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **J & S Consulting Engineers, Inc.** ("Consultant") as of June 25, 2018.

Consultant is authorized to provide the following additional electrical engineering services as further described in the attached Proposal #18-124 from Consultant dated June 22, 2018 (Attachment 1):

Provide re-design services for the District-wide security camera installations project to accommodate revision of the security cameras to Bosch from Arecont.

The terms and conditions of Ongoing Engineering Services Agreement A18.051 dated June 28, 2017 apply to these Additional Services.

Compensation:

Compensation for these additional services shall be a fixed-fee of **Thirty-Two Thousand Three-Hundred Seventy-Four Dollars and Ninety Cents (\$32,374.90)**.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

J & S CONSULTING ENGINEERS, INC.

By: _____

A handwritten signature in black ink, appearing to read 'Ron Todo'.

Ron Todo

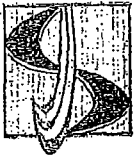
Title: Associate Superintendent Business & Facilities

By: _____

A handwritten signature in black ink, appearing to read 'Nam Jabbour'.

Nam Jabbour

Title: Principal



Attachment 1

June 22, 2018

Proposal # 18-124

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

Project: CCTV Infrastructure

Dear Pedro,

Per your request, we are pleased to render this proposal for the Electrical Engineering Services required to accomplish the scope of the subject project.

We have reviewed the project data received from your office. The following is a brief description of our services included which our quotation is based upon:

I. Infinity Scope of Work

- A. Provide full redesign of CCTV Infrastructure based on Bosch Security Camera.
- B. Revise mounting details.
- C. Revise specifications.
- D. Attend additional pre-bid job walks.
- E. Respond to additional pre-bid RFI's and prepare addendum.

II. J & S Scope of Work

- A. Review drawings prepared by Infinity.
- B. Review specifications prepared by Infinity.
- C. Attend pre-bid job walk
- D. Review response to pre-bid RFI's and addendum.
- E. Attend review meetings.

III. SERVICES NOT INCLUDED

- A. Systems and services other than listed above

II. ENGINEERING FEES:

It is proposed to furnish the desired engineering services in accordance with the Scope of Work outlined above for the following fees:

E L E C T R I C A L * M E C H A N I C A L * S O L A R
 9111 WINONA AVE., SUITE 102, BURBANK CA 91504 • TEL 818-841-0303 • FAX 818-841-8531
 77 ROLLING OAKS DR., SUITE 203, THOUSAND OAKS, CA 91361 • TEL 805-418-9070 • FAX 805-418-9072

EXHIBIT "A"

A. Infinity

See attached	\$ 24,159.00
J & S Mark up (10%)	\$ 2,415.90

Sub - Total = \$ 26,574.90

B. J & S Services

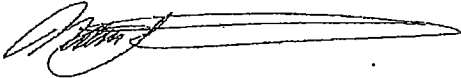
J & S	\$ 5,800.00
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Sub - Total = \$ 5,800.00

TOTAL = \$ 32,374.90

We are pleased to have the opportunity to submit this proposal and remain available for any subsequent discussions.

Very Truly Yours,



Nam Jabbour



Additional Work under Professional Services Agreement

Addendum
No: 001

This additional work to be done under Agreement No. "0516-17NE" "Professional Services Agreement" is entered by and between Infinity Communications & Consulting, Inc. hereinafter referred to as "Infinity," and "J&S Consulting Engineering Inc." hereinafter referred to as the "Client".

DESCRIPTION OF ADDITIONAL WORK

Infinity provides the following proposal for work under our existing agreement.

Full redesign of CCTV Infrastructure (All Sites)

- Camera location change, including drawings
- Detail revisions of specifications
- Back check of bid documents

Additional RFI responses


Additional Pre-bid job walks

Infinity's fee for this additional work previously performed will be \$24,159.00

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the date written below.

Infinity Communications & Consulting, Inc.

J&S Consulting Engineering Inc.



June 19th 2018

Signature

Date

Signature

Date

Martin Skiby

COO

Name

Title

Name

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

Address/City/State/Zip

82-0573429

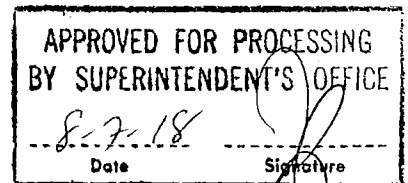
Federal Tax ID#

TITLE: APPROVAL OF AGREEMENT NO A19.049 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ACC ENVIRONMENTAL CONSULTANTS, INC. FOR ONGOING HAZARDOUS MATERIALS CONSULTANT SERVICES

Business & Facilities
Consent #6

August 7, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

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

Fiscal Analysis

Ongoing Hazardous Materials Consultant Services Agreement A19.049 (Exhibit "A") is a **no-cost master services agreement** establishing the terms and conditions applicable to each project assignment.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Ongoing Hazardous Materials Consultant Services Agreement A19.049 with the firm of ACC Environmental Consultants, Inc.

On a motion # 9 by Trustee Blougen, seconded by Trustee Daniel and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Ongoing Hazardous Materials Consultant Services Agreement A19.049 with the firm of ACC Environmental Consultants, Inc.

Ayes: Blougen
Daniel
Swollen
Le Gault
White Noes: 0 Absent: 0 Abstained: 0

AGREEMENT NO. A19.049

FOR ON-GOING HAZARDOUS MATERIALS CONSULTANT SERVICES

This Agreement for Hazardous Materials Consultant Services ("Agreement") is entered into August 8, 2018 by and between SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and ACC Environmental Consultants, Inc. ("Hazardous Materials Consulting Firm" or "Hazardous Materials Consultant"); the District and the Hazardous Materials Consultant are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

1. Hazardous Materials Consultant Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.7. Indemnity.

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

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

6. Term; Time

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

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

8.8. Disputes.

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

9. Definitions.

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

EXHIBIT A TO
AGREEMENT FOR ON-GOING HAZARDOUS MATERIALS CONSULTANT SERVICES
FORM OF PROJECT ASSIGNMENT AMENDMENT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and ACC Environmental Consultants, Inc. ("Hazardous Materials Consulting Firm") as of Click here to enter a date.

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement 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: The assigned project will be described here.
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 set forth in the Agreement:

The services will be described here.

3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm designates the Hazardous Materials Consultants identified in Exhibit 1 to this PAA for completion of Hazardous Materials Consultant Services for the Assigned Project. The hourly billing rate of each Hazardous Materials Consultant designated for the Assigned Project is set forth in ATTACHMENT C-1 to this PAA and is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is the not to exceed amount of ___ Dollars (\$) ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Hazardous Materials Consultant(s) designated for the Assigned Project to complete Hazardous Materials Consultant Services, multiplied by the applicable hourly rate. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly 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. No payment will be made and the Hazardous Materials Consulting Firm is not entitled to any compensation for any Hazardous Materials Consultant Services necessary as a result of the failure of the Hazardous Materials Consulting Firm to timely and completely provide Hazardous Materials Consultant Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this

**ATTACHMENT C-1
HAZARDOUS MATERIALS CONSULTANTS PROPOSED HOURLY BILLING RATES**

Respondent: ACC Environmental Consultants, Inc.

Hazardous Materials Consultant		Hourly Billing Rate
Administrative/ Clerical	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	60.00
	<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	75.00
	<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	75.00
California Department of Public Health Lead Inspector/ Risk Assessor/ Project Monitor	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	92.50
	<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	110.00
	<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	125.00
Principal/ CIH	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	250.00
	<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	250.00
	<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	250.00

(Duplicate Attachment C-1 as necessary for additional Hazardous Materials Consultants)

**Simi Valley USD Laboratory Sample Analysis
Reimbursement Fee Schedule
Asbestos Air Sampling Analysis Costs**

Work Title	Cost/Unit	Unit type	Total
Air asbestos analysis by Transmission Electron Microscopy (TEM) 8-hour turnaround	\$100	ea	\$100
Air asbestos analysis by TEM 24-hour turnaround	\$75	ea	\$75
Air asbestos analysis by Phase Contrast Microscopy (PCM) 8-hour turnaround	\$18	ea	\$18
Air asbestos analysis by PCM 24-hour turnaround	\$15	ea	\$15

Lead Air Sampling Analysis Costs

Work Title	Cost/Unit	Unit type	Total
Lead analysis by FAA (air/wipes/bulk) 8-hour turnaround	\$20	ea	\$20
Lead analysis by FAA (air/wipes/bulk) 24-hour turnaround	\$18	ea	\$18
Soluble Threshold Limit Concentration (STLC) Waste Characterization	\$125	ea	\$125
Total Threshold Limit Concentration (TTLC) Waste Characterization	\$18	ea	\$18
Toxic Characterization Leaching Procedure (TCLP) Waste Characterization	\$125	ea	\$125

Asbestos & Lead Bulk Sampling Analysis Costs

Work Title	Cost/Unit	Unit type	Total
Bulk asbestos analysis by Polarized light Microscopy (PLM) 8-hour turnaround	\$25	ea	\$25
Bulk asbestos analysis by PLM 24-hour turnaround	\$20	ea	\$20
Bulk asbestos analysis by PLM standard turnaround (3-5 business days)	\$15	ea	\$15
Point counting for bulk asbestos sample analysis (1,000 points) standard turnaround (3-5 business days)	\$125	ea	\$125
Bulk lead analysis by Flame atomic absorption (FAA) 24-hour turnaround	\$20	ea	\$20
Bulk lead analysis by FAA standard turnaround (3-5 business days)	\$18	ea	\$18
Lead drinking water analysis by graphite furnace (EPA 200.9) standard turnaround (3-5 business days)	\$55	ea	\$55

Mold/Biological Sample Analysis

Non-Biological Mold Bulk/Tape Lift Samples standard turnaround (3-5 business days)	\$50	ea	\$50
Non-Biological Mold Air-O-Cell Samples standard turnaround (3-5 business days)	\$60	ea	\$60
Non-Biological Mold Bulk/Tape Lift Samples same day turnaround	\$65	ea	\$65
Non-Biological Mold Air-O-Cell Samples same day turnaround	\$75	ea	\$75

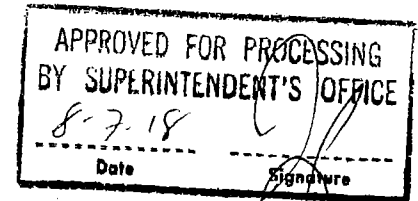
All shipping costs to laboratories are included in the costs proposed above

TITLE: RATIFICATION OF AWARD OF BID #18F5BX313, DISTRICT-WIDE SECURITY CAMERA INSTALLATIONS RE-BID

Business & Facilities
Consent #7

August 7, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

On June 26, 2018, the Board of Education approved Action #7, which delegated authority under Education Code 17604 to enter into the contract for the Security Camera Installations Project while the Board is on its summer break.

Two bids were received on June 28, 2018, for Bid No. 18F5BX313, District-Wide Security Camera Installations Re-Bid.

Construction Company Name

Bid Amount

AAA Network Solutions, Inc.
Jam Corporation

\$ 955,608.92
\$ 2,249,000.00

On July 5, 2018, the Associate Superintendent of Business & Facilities awarded Bid No. 18F5BX313, District-Wide Security Camera Installations Re-Bid, to AAA Network Solutions, Inc. as the responsible bidder submitting the lowest responsive bid proposal. Additional information is available in the Bond Office.

Fiscal Analysis

The total amount of this project, \$955,608.92, will be funded by Measure X Bond Funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 9 by Trustee Blaylock, seconded by Trustee Daniel, and carried by a vote of 5/2, the Board of Education ratified, by roll-call vote, award of Bid No. 18F5BX313, District-Wide Security Camera Installations Re-Bid, to AAA Network Solutions, Inc.

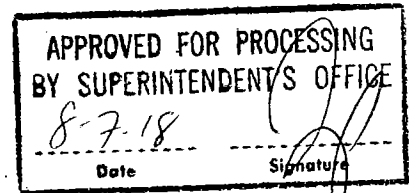
AYES: Blaylock Daniel Snodgrass LeBeau White NOES: 6 Absent: 0 Abstained: 0

TITLE: RATIFICATION OF AGREEMENT NO. A19.060 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE JUSTIN EARLY LEARNERS ACADEMY PLAYGROUND SHADE STRUCTURES PROJECT

Business & Facilities
Consent #8

August 7, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Justin Early Learners Academy Playground Shade Structures Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement No. A19.060 with NV5 West, Inc. is for an estimated total cost of \$10,838.50 (Exhibit "A") for materials testing and inspection for the Justin Early Learners Academy Playground Shade Structures Project. These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 9 by Trustee Blorje, seconded by Trustee Daniels and carried by a vote of 5/2, the Board of Education ratified, by roll-call-vote, Agreement No. A19.060 with NV5 West, Inc.

Ayes: Blorje
Daniels
Smith
LaBelle
Phillips Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A19.060

JUSTIN EARLY LEARNERS ACADEMY PLAYGROUND SHADE STRUCTURES PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of July 13, 2018.

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

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

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

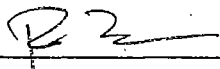
1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Justin Early Learners Academy Playground Shade Structures Project (DSA #03-118905) for an estimated total cost of \$10,838.50 per the attached Proposal dated July 11, 2018.**
2. **Assigned Project Form 103** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project(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 not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(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:



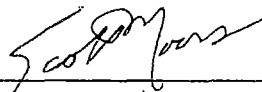
Title:

ASSOC. Supt.

"LOR"

NV5 WEST, INC.

By:



Title:

VICE PRES

NV5

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

July 11, 2018
Proposal No.: 2018.06.0146
DSA No.: 03-118905
File No.: 56-34

ATTENTION: Tony Joseph.

SUBJECT: Proposal for Materials Testing and Inspection Services for the Justin Early Learners Academy - Playground Shade Structure Improvements (Bid # 18E24BX312)

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
Sr. Technician with nuclear gauge - subgrade under new slabs and pile observation	\$ 104 hr	12	\$ 1,248.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Mileage	\$ 0.65 mi	140	\$ 91.00
Geotechnical Engineer	\$ 160 hr	2	\$ 320.00
Concrete:			
Mix Design Review (if required)	\$ 230 ea	1	\$ 230.00
Concrete Batch Plant Inspection	\$ 104 hr	4	\$ 416.00
Concrete Inspection / Technician - (cast cylinders)	\$ 104 hr	4	\$ 416.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	5	\$ 110.00
Concrete cylinder pickup	\$ 9.5 ea	5	\$ 47.50
Reinforcing Steel:			
Reinforcing Steel Bend tests (#4)	\$ 50 ea	1	\$ 50.00
Reinforcing Steel Tensile tests (#4)	\$ 55 ea	1	\$ 55.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104 hr	2	\$ 208.00
Structural Steel:			
Shop Welding Inspection - welding & fabric certification (assume Custom Canopies, Inc., Santa Fe Springs, CA)	\$ 104 hr	52	\$ 5,408.00
Miscellaneous:			
Bolting verification - torque test	\$ 104 hr	6	\$ 624.00
Engineering	\$ 160 hr	4	\$ 640.00
DSA (LVR-291 & GVR-293)	\$ 395 ea	2	\$ 790.00
TOTAL:			\$ 10,838.50

Assumptions:

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

EXHIBIT "A"

Proposal - Justin Early Learners Academy - Shade Structure Improvements

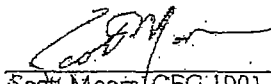
July 11, 2018

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

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Reviewed By,


Scott Moors, CEG (90)
Vice President

Attachment: Terms and Conditions
2018 Fee Schedule

NV5

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

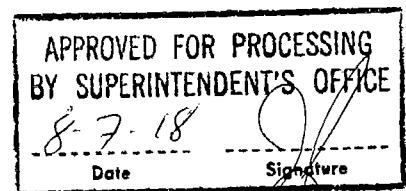
Business & Facilities, Consent #8

**TITLE: RATIFICATION OF ADDITIONAL SERVICES NO. 1 TO
AGREEMENT NO. A18.684 BETWEEN SIMI VALLEY UNIFIED
SCHOOL DISTRICT AND CALIFORNIA CODE CONSULTANTS, INC.
FOR INSPECTION OF THE FENCING AND LANDSCAPE
IMPROVEMENTS PROJECT AT CRESTVIEW ELEMENTARY
SHCOOL**

Business & Facilities
Consent #19

August 7, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On June 5, 2018, the Board of Education ratified Agreement No. A18.684 for inspection of security fencing and landscape improvements at Atherwood, Katherine, Garden Grove, White Oak, and Wood Ranch elementary schools. The project at Crestview Elementary was subsequently awarded, and added to the inspection agreement with the firm of California Code Consultants, Inc.

Fiscal Analysis

The cost associated with Additional Services No. 1 to Agreement No. A18.684 is an estimated fee of \$6,392.00. Said Agreement is attached as Exhibit "A". These inspection services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 9 by Trustee Blaze, seconded by Trustee Daniel and carried by a vote of 5 to 0, the Board of Education ratified, by roll-call-vote, Additional Services No. 1 to Agreement A18.684 with California Code Consultants, Inc. for inspection of the security fencing & landscape improvements project at Crestview Elementary School.

Ayes: Blaze
Daniel
Smith
McBride
White Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

ADDITIONAL SERVICES NO. 1 to AGREEMENT A18.684

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and California Code Consultants, Inc.** ("Inspector Firm") as of July 18, 2018.

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

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

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

1. Assigned Project Description. The Assigned Project is Project Inspection services on Measure X security fencing & landscape improvements at Crestview Elementary School as further described herein.

2. Provide Project Inspector required by the District for the following security fencing & landscape improvements projects:

Crestview Elementary School Security Fencing & Landscape Improvements, Bid No. 18E1BX307.

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

4. Project Inspectors. The Inspector Firm designates the Project Inspector identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment. Exhibit 1 consists of a proposal for provision of Project Inspector Services for Crestview Elementary School.

5. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated fee of Six Thousand Three-Hundred Ninety Two Dollars (\$6,392.00)** ("Assigned Project Contract Price") based on a straight time rate of \$85.00 per hour for Doug Morris. Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services.

EXHIBIT "A"

6. Term of PAA. The District has established approximately ninety-five (95) calendar days for the contractor to complete construction of the various projects identified in this PAA ("Construction Time"). The Assigned Project Contract Price is based on the Construction Durations of the Assigned Project. If a project's construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.
7. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____

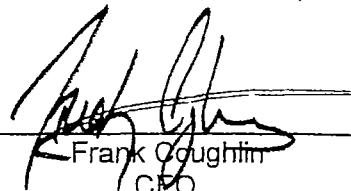


Ron Todo

Title: Associate Superintendent, Business
& Facilities

"Project Inspector"
California Code Consultants, Inc.

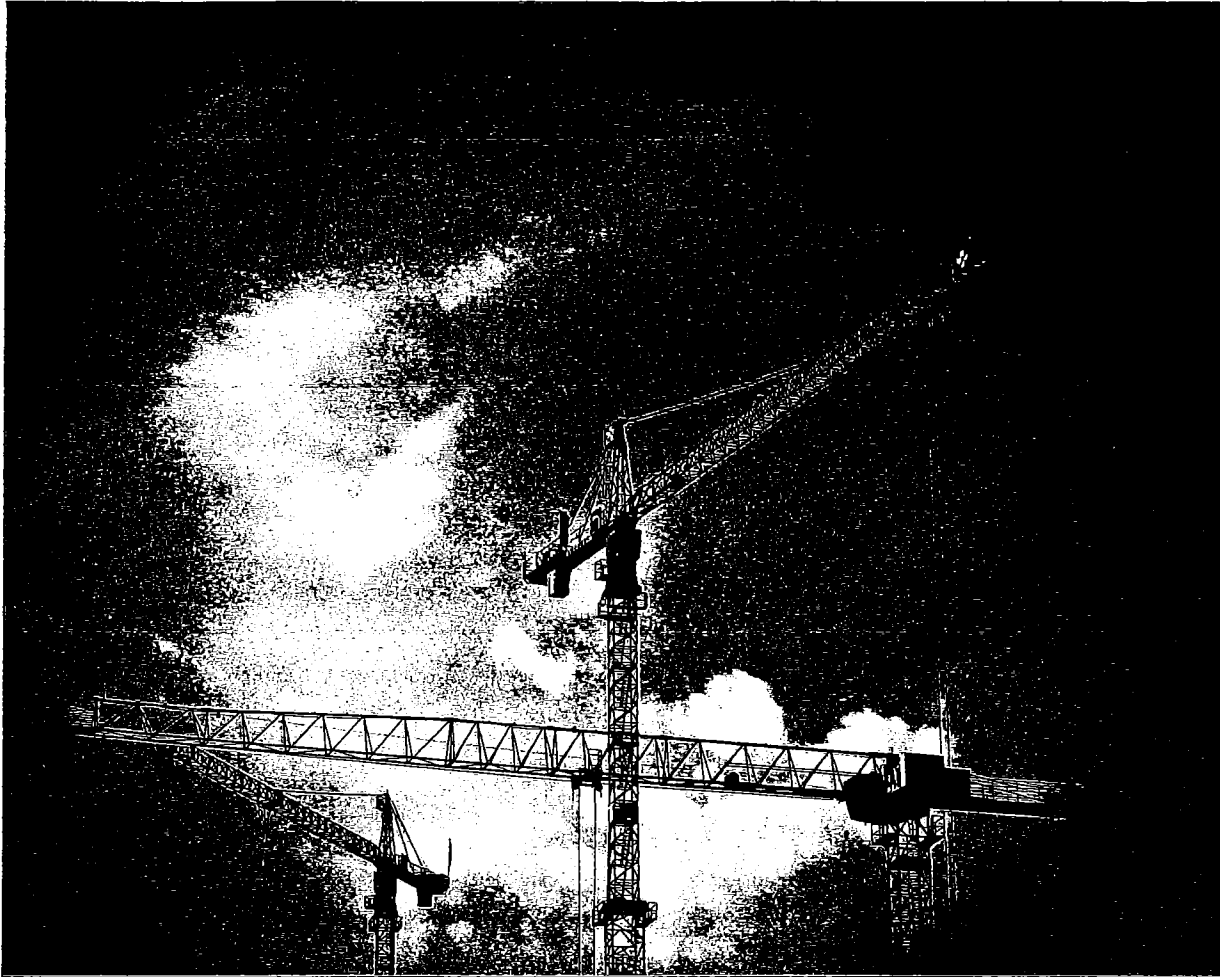
By: _____



Frank Coughlin
CEO

Title:

CALIFORNIA CODE CONSULTANTS INC.



Project Proposal

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

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

June 21, 2018

CALIFORNIA CODE CONSULTANTS INC.

EXECUTIVE SUMMARY

Objective

To provide project inspection and document compliance for the **Security Fencing and Landscaping Improvements at Crestview ES** for Simi Valley Unified School (SVUSD).

Solutions

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

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

CALIFORNIA CODE CONSULTANTS INC.

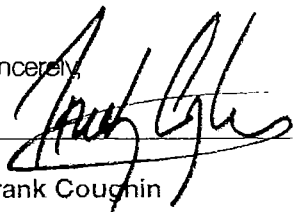
Project Fees

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

Assuming a 47 work day schedule and a maximum of 2 hours per day a maximum fee of \$ 7,990.00 should be assumed excluding any overtime or weekend work.

See below Exhibit 1 for hourly pricing breakdown.

Sincerely,



Frank Coughin

California Code Consultants Inc.

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

DSA Class 1 IOR Cert # 5482

SIMI VALLEY UNIFIED SCHOOL DISTRICT

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES
PROJECT: Crestview Security Fencing

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

PROJECT ASSIGNMENT AMENDMENT

ADDITIONAL SERVICES NO. 1 to AGREEMENT A18.684

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and California Code Consultants, Inc.** ("Inspector Firm") as of July 18, 2018.

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

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

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

1. Assigned Project Description. The Assigned Project is Project Inspection services on Measure X security fencing & landscape improvements at Crestview Elementary School as further described herein.

2. **Provide Project Inspector required by the District for the following security fencing & landscape improvements projects:**

Crestview Elementary School Security Fencing & Landscape Improvements, Bid No. 18E1BX307.

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

4. Project Inspectors. The Inspector Firm designates the Project Inspector identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment. Exhibit 1 consists of a proposal for provision of Project Inspector Services for Crestview Elementary School.


5. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated fee of Six Thousand Three-Hundred Ninety Two Dollars (\$6,392.00)** ("Assigned Project Contract Price") based on a straight time rate of \$85.00 per hour for Doug Morris. Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services.

EXHIBIT "A"

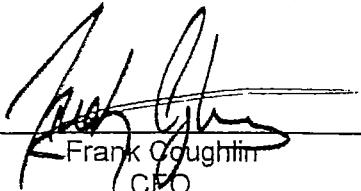
6. Term of PAA. The District has established approximately ninety-five (95) calendar days for the contractor to complete construction of the various projects identified in this PAA ("Construction Time"). The Assigned Project Contract Price is based on the Construction Durations of the Assigned Project. If a project's construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.
7. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

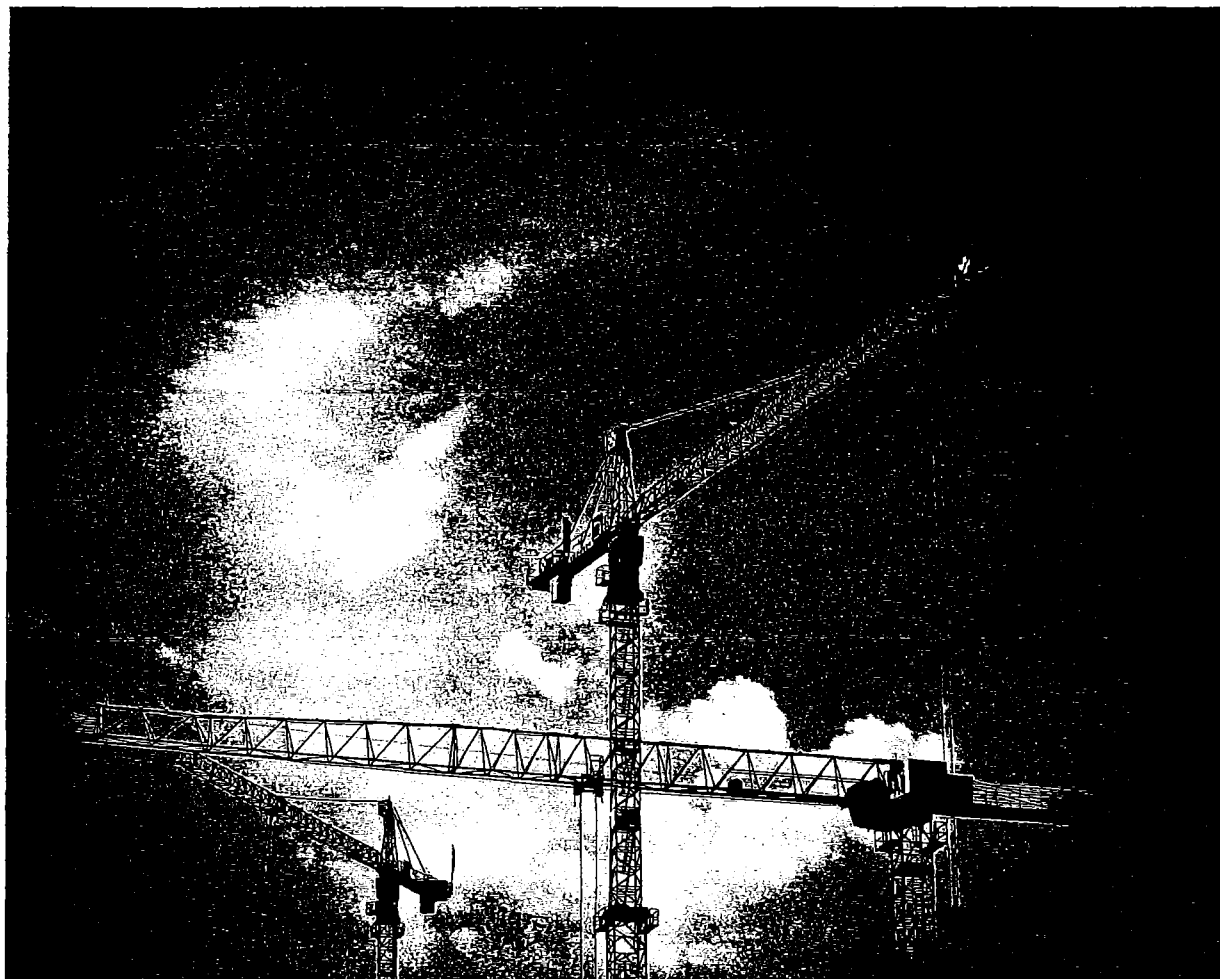
"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

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

"Project Inspector"
California Code Consultants, Inc.

By: 
Frank Coughlin
Title: CEO

CALIFORNIA CODE CONSULTANTS INC.



Project Proposal

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

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

June 21, 2018

CALIFORNIA CODE CONSULTANTS INC.

EXECUTIVE SUMMARY

Objective

To provide project inspection and document compliance for the **Security Fencing and Landscaping Improvements at Crestview ES** for Simi Valley Unified School (SVUSD).

Solutions

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

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

CALIFORNIA CODE CONSULTANTS INC.

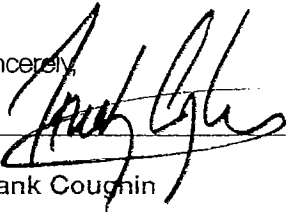
Project Fees

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

Assuming a 47 work day schedule and a maximum of 2 hours per day a maximum fee of \$ 7,990.00 should be assumed excluding any overtime or weekend work.

See below Exhibit 1 for hourly pricing breakdown.

Sincerely,



Frank Coughlin

California Code Consultants Inc.

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

DSA Class 1 IOR Cert # 5482

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES
PROJECT: Crestview Security Fencing**

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

TITLE: APPROVAL OF AGREEMENT NO. A19.089 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTOR OF RECORD SERVICES FOR THE SIMI VALLEY HIGH SCHOOL ENTRY IMPROVEMENTS PROJECT

Business & Facilities
Consent #21

August 7, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

DSA requires inspection of the Simi Valley High School Entry Improvements Project. The inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

Fiscal Analysis

The total cost for these inspection services is an estimated amount of \$32,000.00 based on a billing rate of \$74 per hour for the on-site inspection for the duration of the project, as further described in attached Agreement No. A19.089 (Exhibit "A"). These services will be funded with Measure X Funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.089 for construction phase inspection services for the Simi Valley High School Entry Improvements Project with the firm of Stephen Payte, DSA Inspections Inc.

On a motion # 9 by Trustee Payte, seconded by Trustee Daniel and carried by a vote of _____, the Board of Education approved, by roll-call-vote, Agreement No. A19.089 with Stephen Payte DSA Inspections, Inc.

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A19.089

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 **August 8, 2018**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector required by DSA for the **Simi Valley High School Entry Improvements Project, DSA#03-118838**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. As noted on the attached Proposal for Inspection Services from Inspector Firm dated July 26, 2018 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 \$74 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Thirty-Two Thousand Dollars (\$32,000.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector 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 One Hundred Fifty (150) Calendar Days for the Contractor(s) to complete construction of the project ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project

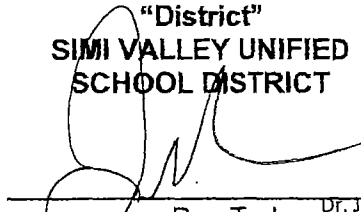
Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector
~~Services provided after expiration of the Construction Time.~~

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

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

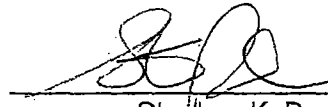
"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By:


~~Ren Todo~~ Dr. Jason Pepilnski
Superintendent, SVUSD
Title: ~~Associate Superintendent, Business~~
~~& Facilities~~

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By:


Stephen K. Payte
Title: Vice President

**EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A19.089 FOR PROJECT INSPECTOR SERVICES
PROJECT: Simi Valley HS Entry Improvements**

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

Proposal for Inspection Services

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

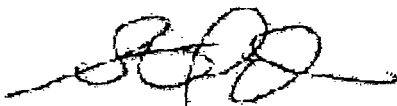
July 26, 2018

Proposal for Inspection Services for (1) Entry Canopy structure and Alterations to Associated Site Work at Simi Valley High School (A#03-118838; File #56-H6) as described below:

- (1) DSA Class 2 Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour for the duration of the project.

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

201 Rockledge Court, Fullerton, CA 92631

Telephone: 661-718-2893 FAX: 661-718-2892 Email: info@dsainspections.com

www.DSAinspections.com