

TITLE: APPROVAL OF AGREEMENT NO. R20-02607 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS, FOR DESIGN SERVICES FOR A NEW CTE BUILDING AT SANTA SUSANA HIGH SCHOOL

Business & Facilities
Consent #4

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 17, 2017, the Board of Education approved the list of selected firms for on-call architectural services for the Measure X Bond Program. Design services are required for a new CTE building for Santa Susana High School. The firm of Rachlin Partners is on the approved list and can provide these services.

Fiscal Analysis

Agreement R20-02607 (Exhibit "A") is for a **total estimated fee of \$391,965.00** for design services for a new CTE building for Santa Susana High School.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement R20-02607 for design services for a new CTE building for Santa Susana High School with Rachlin Partners.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R20-02607 for design services for the new CTE building at Santa Susana High School with Rachlin Partners

Ayes: Blough
LaBelle
White
Subran
Smollen Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R20-02607

SANTA SUSANA HIGH SCHOOL NEW CTE BUILDING

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Rachlin Partners ("Architect") as of December 18, 2019.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A18.074 ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Design Services for a New CTE Building at Santa Susana High School.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is Three Million Nine-Hundred Thirty-Eight Thousand Five-Hundred Dollars (\$3,938,500.00).
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Phase 1: Schematic Design
Phase 2: Design Development
Phase 3: Construction Documents (50% submittal)
Phase 4: Construction Documents (100% submittal)
Phase 5: DSA Approval
Phase 6: Award of Construction
Phase 7: Construction Administration
Phase 8: Closeout and DSA Final Certification

4. **Assigned Project Design Disciplines and Design Consultants.** The Design Disciplines included within the scope of the Assigned Project include the following; the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect. An Acoustic Consultant has not been included, and if needed, will be as additional services.

Design Disciplines
Design Consultants
Civil Engineering
Structural Engineering
Technology and Security Systems Pathways Engineering
Mechanical, Electrical, Plumbing & Fire Alarm / Sprinkler Systems Engineering
Theatre Consultant
Cost Estimating
Other:

5. **Assigned Project Schedule.** The Architect's Completion of Basic Services for the Assigned Project shall be in accordance with the following phases, as further described on the schedule provided by Architect (Attachment 3):

Basic Services Phases	Completion Date
Phase 1: Schematic Design	Tuesday, February 04, 2020
Phase 2: Design Development	Tuesday, March 10, 2020
Phase 3: Construction Documents (50% submittal)	Wednesday, April 22, 2020
Phase 4: Construction Documents (100% submittal)	Tuesday, June 16, 2020
Phase 5: DSA Approval	Tuesday, December 08, 2020
Phase 6: Award of Construction	Tuesday, April 13, 2021
Phase 7: Construction Administration	Tuesday, April 26, 2022
Phase 8: Closeout and DSA Final Certification	Tuesday, May 24, 2022

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be based on the state of California's sliding fee schedule, and will be reconciled to the construction contract bid award amount. The preliminary fee of **Three-Hundred Ninety-One Thousand Nine-Hundred Sixty-Five Dollars (\$391,965.00)** is based on a Construction Budget of \$3,938,500.00 as described on the attached Proposal from Architect dated December 9, 2019 (Attachment 1). The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Estimated Contract Price Allocation	Percentage of Construction Budget
Phase 1: Schematic Design	\$39,196.50	10%
Phase 2: Design Development	\$58,794.75	15%
Phase 3: Construction Documents (50% submittal)	\$82,312.65	21%
Phase 4: Construction Documents (100% submittal)	\$82,312.65	21%
Phase 5: DSA Approval	\$19,598.65	5%
Phase 6: Award of Construction	\$11,758.95	3%
Phase 7: Construction Administration	\$78,393.00	20%
Phase 8: Closeout and DSA Final Certification	<u>\$19,598.25</u>	<u>5%</u>
Total Estimated Fee:	\$391,965.00	100%

7. **Theatre Consultant.** The Theatre Consultant's fixed-fee Proposal for an amount of \$30,000 (Attachment 2) has been included in the Assigned Project Contract Price, and will be added to the reconciled fee after the construction contract for the work has been awarded.
8. **Estimated Reimbursable Expenses.** In addition to the Contract Price, an amount of \$11,759 has been identified for "Reimbursable Expenses" in Attachment 1. Reimbursable Expenses shall be in accordance with Agreement A18.074 for Ongoing Architectural Services.
9. **Agreement Terms.** All terms of Agreement A18.074 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA. In the event of a conflict between the sliding fee identified in this Agreement, and the California State Sliding fee for design of public school facilities, the California State Sliding fee shall govern.

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

District
Simi Valley Unified School District

By:

Ron Todo
Associate Superintendent,
Business & Facilities

Architect
Rachlin Partners

By:

Michael Rachlin, AIA, LEED AP
Partner

Attachment 1

December 9, 2019

Mr. Pedro Avila
Director of Facilities and Planning
Simi Valley Unified School District
875 East Cochran Street
Simi Valley, California 93065

RACHLIN
P A R T N E R S

RE: SANTA SUSANA HIGH SCHOOL
CTE BUILDING

Dear Mr. Avila:

Rachlin Partners is pleased to provide you and the Simi Valley Unified School District with a fee proposal to provide design and construction administration services for the construction of a new Black Box Theater and supporting spaces to be determined during the programming phase of the project. The scope of the building will be developed with a goal of adhering to the construction budget of \$3,938,500.00. The following shall define the detailed scope of work.

Scope of Work

Basic Design Services

i. Pre-Design and Programming Services

- Collect and analyze data to complete a preliminary space program referencing the District's educational specifications as well as meeting with District's Facilities Department and Site Faculty and Administration.

ii. Schematic Design Phase, Design Development Phase, and Development of Construction Documents

- Review and validate existing conditions at the proposed site as well as as-built documentation of the relevant existing facilities, and utilize these in the preparation of the design documents.
- Develop alternative programming design concepts and prepare programming design documents including cost estimates.
- Develop and finalize the chosen schematic design, including cost estimates and identify milestone activities and dates.
- Prepare outline specifications of proposed architectural, acoustical, structural, mechanical, and electrical materials, systems, and equipment and their criteria and quality standards.
- Revise the construction cost budget for the Project(s), subject to specified conditions including schematic estimates, design development estimates, and escalation.



- Basic design phase services shall include at minimum the following disciplines: Architectural, Plumbing, Electrical and Fire Alarm Design Services.
- From accepted deliverables, prepare design development and construction document design from all professional disciplines necessary to deliver the Project.
- Submit design documents to District, DSA, and other government entities and/or utility providers as required for plan checks and approvals.
- Assist the District in Bid Phase by preparing addenda and other documents as required; review and assist District with construction bid contracts and documents.
- Participate in estimating, scheduling, constructability review and planned maintenance meetings.

iii. Construction Administration and Close-out Phase

- Work closely with the District's Facilities Department to provide construction administration support through submittal review, respond to contractor requests for information, review the work for conformance to quality standards and assist with construction completion and acceptance.
- Without additional compensation, correct or revise any errors or omissions in Architect's studies, reports, projections, master plans, design, drawings, specifications, and other services for District review.
- Comprehensive project documentation, to include the following:
- Review contractor-submitted change orders.
- Prepare record drawings from contractor as-built documents. Provide PDF drawings of as-built drawings as part of closeout.
- Review contractor-submitted closeout documents.
- Assist the District with the preparation of all required agency and governmental close-out documentation.
- Obtain, prepare, coordinate and submit documents as required for DSA review and final certification of projects.

RACHLIN
P A R T N E R S

Fee Schedule

Our proposed fee of \$391,965.00 is based on the OPSC Fee Schedule for a new construction project and a budget of \$3,938,500.00 which shall be considered the computed cost. This fee includes the cost for a Theater and Lighting Consultant (proposal attached for your reference). The Computed Cost shall be the acceptable estimate of Construction Cost to the District as submitted by the Architect until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s) and a final adjustment to the Architects Fee shall be made. Refer to Attachment A, OPSC Fee Schedule, for a detailed breakdown of our proposed fee and reimbursable expenses.

Additional Adjustments shall be made at the end of schematic design once the full scope of the project is determined. Should there be a need for acoustical, Audio or additional specialty consultants, the fee shall be adjusted to cover the cost of these consultants or additional work scope.

I am prepared to commence with these services upon receipt of a written contract and your notice to proceed, and I look forward to a successful project. If you have any questions, please call me at (310) 204-3400.

If you have any questions, please call me at (310) 204-3400.

Sincerely,

Richard Ingrassia, AIA, LEED
Partner



Simi Valley Unified School District (SVUSD) Responsibilities

1. SVUSD Representative. A SVUSD Representative shall be named by SVUSD and shall represent SVUSD in all matters pertaining to the services to be rendered under this Agreement. All requirements of SVUSD pertaining to services to be rendered shall be given through the office of SVUSD's Representative. SVUSD's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.
2. Statement of Building Program. SVUSD shall provide full information as to the requirements and program of the Project, including budget limitations and scheduling needs.
3. Surveys and Tests.
 - a. *Site Survey.* SVUSD shall furnish to the Architect, when requested, a complete and accurate survey of the Project site, prepared by a licensed surveyor, indicating, where relevant, among other matters, the location of all existing buildings; grades around existing buildings; grades and lines of streets and pavements; boundaries of adjoining properties; and contours of the site. Information shall also include existing sewer, water, gas and electrical services, of which SVUSD or local municipalities has a record.
 - b. *Soils Tests.* Prior to authorizing the Architect to proceed with the Design Development, SVUSD shall furnish results of any required soils tests prepared, including a qualified testing laboratory. This shall include identification of any existing water table, and foundation recommendations by qualified soils and foundation engineers. SVUSD shall also furnish results of field tests for soil corrosion and recommendations for corrective action by a qualified corrosive engineer, if required in the opinion of SVUSD Representative, prior to the start of the Design Development.
 - c. *Geologic Hazards Investigation Survey.* SVUSD shall have performed any geological-hazards-investigation surveys required by State authorities having jurisdiction, and shall make copies available to the Architect for distribution as necessary.
 - d. *Environmental/Hazardous Materials Consultant.* SVUSD shall provide Architect with a copy of any mitigation measures for the Project adopted by SVUSD pursuant to the California Environmental Quality Act, the Department of Toxic Substances Control and other agencies having jurisdiction. SVUSD shall provide Architect with a hazardous-materials survey of the Project site.

RACHLIN
P A R T N E R S

- e. *Specialized Testing/Inspection.* SVUSD shall ensure that a testing service for materials testing and inspection as required by state law is provided.
 - f. *Design Review Comments and Correction.* SVUSD shall review documents submitted by the Architect according to milestones. SVUSD shall also provide written comment and/or correction to the Architect.
 - g. *Checking and Permit Fees.* SVUSD shall pay or reimburse the Architect for all checking and permit fees required in connection with the Project to public authorities having jurisdiction.
 - h. *Project Inspector.* SVUSD shall furnish and provide an Inspector, or Inspectors, as required during the entire course of construction of the Project. Each Inspector shall be qualified and approved by the Division of the State Architect. The cost of employment of each Inspector will be borne by SVUSD and paid directly to the Inspector. The administration by the Architect and its engineers shall be in addition to the continuous personal supervision of SVUSD's Inspector(s).
4. SVUSD Staff Inspections.
- a. *Relationship with Contractors.* If, during the course of construction, any questions, recommendations, or requests for changes occur, or if the SVUSD staff initiates substitutions, they shall be directed through the SVUSD Representative. Directives to the Contractor shall be issued through the SVUSD Representative.
 - b. *Pre-Final Inspection.* The SVUSD shall assist the Architect in making the pre-final inspections and the preparation of the "punch list."
 - c. *Final Inspection.* When the Architect has notified the SVUSD that the "punch list" items have been corrected, the SVUSD Representative shall accompany the Architect and the Contractor on the final inspection.



Additional Services

1. The Architect shall be paid for additional services not originally contemplated by the parties to this agreement, including those services described herein, provided that the additional services have received advance written approval by SVUSD.
2. Additional Services of the Architect.
 - a. Revisions and changes to approved documents and the preparation of alternative or deductive change orders requested by SVUSD, which are not effected for the purpose of reducing the cost to within ten percent (10%) of the Revised Agreed Estimate.
 - b. Services for repair of damage to the Project during construction.
 - c. Selection by the Architect, at SVUSD's request, of movable furniture (all FF&E is included in the Architects or Sub consultants work), equipment, or articles which are not included in the Construction Contract.
 - d. Additional services caused by the delinquency or insolvency of the Contractor.
 - e. Preparation of measured drawings of existing structures if authorized by SVUSD.
 - f. The employment of special consultants and/or the preparation of special delineations and/or models as directed by SVUSD.
 - g. Providing detailed quantity surveys or inventories of material, equipment, and labor.
 - h. If required by SVUSD to accelerate schedules, overtime work by the Architect's employees.
 - i. In the event the project is suspended or abandoned, for a period in excess of six months, the Architect shall be entitled upon reactivation to additional compensation, prior to commencing work for his remobilization effort.
 - j. Preparation of off-site work related to street widening and street improvements including, but not limited to, curb cuts, street trees, street lighting and utilities, if authorized by SVUSD.
 - k. Providing construction administration services after the construction time has been exceeded through no fault of the Architect, where it is determined that the fault is that of the contractor.

RACHLIN

PARTNERS

Billing Rates

In order to best service our clients' needs, we have compiled the following fee schedule listing our hourly billing rates. These fees are effective until December 31, 2020, and are subject to revision thereafter, with the approval of the client.

Reimbursable expenses such as blueprinting and CADD Plotting, photocopying, long-distance telephone charges, mileage and travel expenses, consultant services and other direct expenses will be billed at the rates that follow below the fee schedule.

Rachlin Partners Fee Schedule

Principals	\$225.00	per hour
Project Manager	\$195.00	per hour
Project Architect	\$175.00	per hour
Project Architect/Designer	\$155.00	per hour
Senior CAD/Designer	\$135.00	per hour
Intermediate CAD/Designer	\$125.00	per hour
Junior CAD/Designer	\$ 95.00	per hour
Quality Control	\$ 85.00	per hour
Support Staff	\$ 75.00	per hour

Reimbursable Fees

8-1/2" x 11" photocopies	\$ 0.10	per copy
Mileage	\$ 0.58	per mile
Facsimile Transmission	\$ 1.00	per page
CADD Plots	\$ 2.50	per square foot
Blueprinting	\$ 0.10	per square foot

Attachment A - Fee Schedule

December 9, 2019

Mr. Pedro Avila
 Director of Facilities and Planning
 Simi Valley Unified School District
 101 West Cochran Street
 Simi Valley, CA 93065

Invoice No.
 Project No.
 P.O. No.

School/Location Name: Santa Susana High School, 3570 Cochran Street, Simi Valley, CA 93063
 Project Description: New CTE Building

RACHLIN
 P A R T N E R S

Design and Construction Administration Services of New Career and Technical Education Building

Fee Computation -	10.0% of First	\$	500,000.00 =	\$	50,000.00
New Construction	9.5% of Next	\$	500,000.00 =	\$	47,500.00
	9.0% of Next	\$	2,938,500.00 =	\$	264,465.00
	8.0% of Next	\$	- =	\$	-
	7.0% of Next	\$	- =	\$	-
	6.0% of Next	\$	- =	\$	-
	Subtotal	\$	3,938,500.00	\$	361,965.00

Estimated-Construction Cost	\$	3,938,500.00	Estimated Fee (E)	\$	361,965.00
Theater Consultant				\$	30,000.00
Acoustical Consultant					TBD
Total Estimated-Fee				\$	391,965.00
Award-Construction Cost			Adjusted CA Fee (A)*		

Billing Phases: Compensation Schedule	% of Fee	Fee Amount	Percent	Fee Earned To Date
A Schematic Design Phase	10% of E	\$ 39,196.50	0%	\$ -
B Design Development Phase	15% of E	\$ 58,794.75	0%	\$ -
C Construction Documents (50% Submittal)	21% of E	\$ 82,312.65	0%	\$ -
D Construction Documents (100% Submittal)	21% of E	\$ 82,312.65	0%	\$ -
E DSA Stamped Approval	5% of E	\$ 19,598.25	0%	\$ -
F Award of Construction	3% of A	\$ 11,758.95	0%	\$ -
G 25% - Observation of Const.	5% of A	\$ 19,598.25	0%	\$ -
H 50% - Observation of Const.	5% of A	\$ 19,598.25	0%	\$ -
I 75% - Observation of Const.	5% of A	\$ 19,598.25	0%	\$ -
J 100% - Observation of Const.	5% of A	\$ 19,598.25	0%	\$ -
K Completion/Acceptance/Close-Out	5% of A	\$ 19,598.25	0%	\$ -
Total	100%	\$ 391,965.00		
Total Earned to Date				\$ -
Fee Billed Previously (from last invoice)				\$ -
Current Amount Due				\$ -

Reimbursable Expenses:	Percent	Amount	
K Reimbursable Expenses are Estimated to be:	3.0% of E	\$ 11,758.95	\$ 11,758.95

Richard Ingrassia, AIA, LEED AP
 Partner

*Fee shall be adjusted based on the Award of Construction Cost and a final adjustment to the Architects Fee shall be made.

Attachment 2



December 8, 2019

Rachlin Partners
8640 National Boulevard
Culver City, CA 90232

ATTN: Mr. Richard Ingrassia

SUBJECT: -Revised Proposal for Theatre Consulting Services
Santa Susana High School Black Box Theatre

Dear Richard:

The following is a revised proposal for theatre consulting services that The Ruzika Company, Inc. ("Consultant") would provide to Rachlin Partners ("Client") for planning and coordinating the theatrical equipment systems for the new campus Black Box Theatre at Santa Susana High School, Simi Valley, California.

A. PROJECT PARAMETERS

1. Black Box Theatre facility including production support spaces

B. AREAS OF THEATRE DESIGN AND EQUIPMENT CONSULTING

1. Stage lighting dimming, control, data distribution, and circuitry distribution systems.
2. Stage lighting spotlight fixtures and accessories.
3. Stage lighting catwalks, grids, and mounting pipe positions.
4. Performance area configuration studies.
5. Rigging and drapery requirements.
6. Seating (in collaboration with the Architect).
7. Stage floor systems (in collaboration with the Architect).
8. Architectural house lighting, work lighting, and studio lighting (in collaboration with the Electrical Engineer).

C. PROPOSED WORK PHASES

1. Concept Design
 - a. Initial design planning

2 Executive Circle, Suite 290, Irvine, California 92614 (949) 253-3479 Fax (949) 250-0181
info@ruzika.com www.ruzika.com

LIGHTING DESIGNERS + THEATRE CONSULTANTS

2. Design Documentation

- a. Schematic design
- b. Design development
- c. Construction documentation
- d. DSA submittal and responses

3. Construction Administration

- a. Bidding phase
- b. Construction administration

D. ANTICIPATED WORK SCHEDULE

- 1. A minimum of 2 weeks is required to prepare the initial conceptual design documents.
- 2. A minimum of 5 weeks is required to properly produce the necessary specification documents. The final work schedule will be negotiated and established by the Project Team and Theatre Consultant.
- 3. The schedule for construction administration services will be based upon the actual construction schedule, with an anticipated completion date to be determined by the Project Team.

E. DESIGN PLANNING AND DOCUMENTATION SERVICES

CONCEPT DESIGN

- 1. Participate in a concept planning meeting with the Architect to determine the performance and production requirements for the theatre facility.
- 2. Assist the Architect with developing the space planning for the theatre facility.
- 3. Participate in a design collaboration meeting with the Architect to confirm design and technical criteria based upon the budget parameters established by the School District.
- 4. Prepare CAD sketch drawings for stage lighting catwalks, lighting pipe grids, mounting pipe components, masking curtains, and seating for presenting to the School District.
- 5. Prepare a design narrative for the theatre facility including adjacent support spaces.

SCHEMATIC DESIGN, DESIGN DEVELOPMENT, AND CONSTRUCTION DOCUMENTATION

- 6. Coordinate theatrical equipment facility impact technical requirements with the Architect, Electrical Engineer, and Structural Engineer.
- 7. Attend a work session with the Architect, Electrical Engineer, Mechanical Engineer, and Structural Engineer to review and coordinate the locations and mounting details for all theatrical equipment systems.
- 8. Prepare CAD drawings indicating the locations and mounting details for all stage lighting dimming, control, circuitry distribution, and data distribution equipment. Drawings are for design information only. *NOTE: A licensed Electrical Engineer or Electrical Contractor must provide all electrical power and conduit wiring distribution information.*

9. Prepare CAD drawings indicating the locations and design intent for all stage rigging and drapery equipment. *NOTE: A licensed Structural Engineer must provide all structural attachment details and weight load calculations.*
10. Prepare Division 26 design specifications for the stage lighting and architectural room lighting dimming and control systems, circuitry distribution systems and stage lighting fixtures and accessories.
11. Prepare Division 9 design specifications for the stage floor system.
12. Prepare Division 11 design specifications for the stage rigging and drapery systems.
13. Prepare and submit a theatrical equipment documentation package of drawings and specifications to be incorporated into a licensed Architect and Electrical Engineer's drawings. Theatrical equipment design drawings will be for informational and bidding purposes only.
14. Prepare architectural lighting layout drawing plans and lighting fixture specifications for the theatre house lighting and work lighting in collaboration with the Electrical Engineer.
15. Revise all theatrical equipment design drawings per DSA review comments and the Architect's constructability review comments.

F. CONSTRUCTION ADMINISTRATION SERVICES

1. Respond to contractor pre-bid RFI's.
2. Provide design or specification clarifications as necessary.
3. Review bid cost proposals with the Project Team.
4. Review with the Project Team theatrical equipment or installer substitution requests proposed by the Contractor at the time of bidding.
5. Review and approve submittals and shop drawings for theatrical equipment systems.
6. Review shop drawings and prior approvals of all trades in areas critical to theatrical functions. *NOTE: This review is supplementary to the review of the relevant design professional only, to assure no conflict with performance use of any such system.*
7. Provide written and verbal response to contractor RFI's.
8. Provide minor design revisions based upon field conditions.
9. Visit the construction site to review equipment installation and to answer field questions.
10. Inspect and test the final theatrical equipment installation and provide punch list notes.
11. Provide punch list follow-up reviews to confirm proper operation of all theatrical equipment.

G. EXCLUSIONS

1. The preparation of government mandated Title 24 energy code compliance documents including Part 6 basis of design narratives and building commissioning and acceptance checklists. *NOTE: A licensed Electrical Engineer or Contractor must provide Title 24 energy code compliance calculations, daylighting worksheets, occupancy sensing checklists, and signed documentation.*
2. Analysis, photometric calculations, or design revisions directed toward LEED compliance or certification.
3. Point-by-point photometric calculation analysis for emergency lighting or other code related lighting. *NOTE: The Electrical Engineer must provide all emergency egress lighting information required for plan check and permits.*
4. Preparation of system integration engineering drawings for architectural lighting control data network systems. *NOTE: The Electrical Engineer or Lighting Systems Integrator is responsible for documenting all low voltage LED wiring requirements including LED driver types, remote driver locations, 0 to 10 volt dimming devices, and DMX wiring diagrams.*
5. Design or specification of audio, digital video, or acoustic systems including ADA required assistive listening systems.
6. Value engineering of construction documentation design plans originally approved by the District's staff.
7. Procurement of sample lighting or rigging equipment.
8. Site mockups to demonstrate lighting and rigging equipment.
9. Electrical or structural engineering services.
10. The coordination of planning department approvals, reviews with city inspectors, or coordination of contractor selection.
11. The coordination or attendance at DSA plan check or back check meetings. *NOTE: If attendance is required at DSA plan check or back check meetings, the time expended for this service will be billed as additional services based upon the hourly rates of compensation.*
12. Onsite training of theatre staff in the proper use of the theatrical equipment. *NOTE: Training is included in system specifications.*
13. Providing support to the Project Team with regard to warranties or claims upon warranties or guarantees within the duration of the equipment warranty period.

H. OUT-OF-OFFICE MEETINGS AND ONSITE WORK SESSIONS

1. Design planning and documentation work phase
 - a. 1 initial conceptual design planning work session
 - b. 4 design development and construction documentation coordination meetings
2. Construction administration work phase
 - a. 4 construction observation site visits including punch list notes

I. COMPENSATION

1. Summary of consulting fees:

WORK SCOPE PHASES (CONCEPT DESIGN)	FEE
CONCEPTUAL DESIGN PLANNING	\$5,000
LUMP SUM FEE TOTAL	\$5,000

WORK SCOPE PHASES (DOCUMENTATION AND ADMINISTRATION)	FEE
SCHEMATIC DESIGN AND DESIGN DEVELOPMENT	\$5,000
CONSTRUCTION DOCUMENTATION	\$7,500
DSA APPROVAL	\$1,250
BIDDING	\$1,250
CONSTRUCTION ADMINISTRATION, SUBMITTAL REVIEWS, RFI RESPONSES, CONSTRUCTION OBSERVATION	\$10,000
CLOSEOUT	\$0
LUMP SUM FEE TOTAL	\$25,000

J. PAYMENTS

1. Invoices will be submitted based upon percentage of completion as coordinated with the Architect's Master Agreement.
2. Payment is required within thirty days of the invoice date or immediately upon the Architect's receipt of payments from the School District.
3. If the project is suspended for more than three months or abandoned in whole or in part, Consultant shall be compensated for services performed to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses to date of suspension. If the project is resumed after being suspended for more than three months, Consultant's compensation shall be subject to re-negotiation.

K. REIMBURSABLE EXPENSES

1. The following reimbursable expenses are included in the lump sum fee.
 - a. Expense of document reproductions, presentation document preparation, expendable presentation document materials, postage, document delivery services, freight, and electronic storage media.
2. The following reimbursable expenses not included in the lump sum fee cost.
 - a. Expense of air transportation, car rental, ground transportation, airport parking, subsistence, lodging, business telecommunications, and business Internet services when traveling outside of the metropolitan Los Angeles area in connection with the Project.
 - b. If travel has been requested by the Owner or Architect and travel arrangements have been booked and confirmed by the Consultant, any cancelation of travel by the requestee will require full reimbursement of all associated cancellation fees for airfare, hotel, or ground transportation.

- c. Expense of models, equipment samples, and mock-up demonstrations requested by the Project Team.

L. BASIS OF COMPENSATION

1. The following are rates of compensation for additional or extended services:

a. Principal Design Consultant	\$210 per hour
b. Principal Theatre Consultant	\$180 per hour
c. Associate Principal Theatre Design Consultant	\$165 per hour
d. Senior Theatre Systems Designer	\$150 per hour
e. Theatre Consultant	\$130 per hour

M. CONSULTING FEES SPECIAL TERMS AND CONDITIONS

1. If the licensed electrical engineer or contractor needs assistance with preparing low voltage LED lighting data network wiring diagrams for the architectural house lighting control system, the services provided will be billed at time and expenses.
2. If coordination services are required for lighting or rigging mockup demonstrations, the services provided will be billed at time and expenses.
3. If revisions are required to the design specification documents due to changes by the Architect, the School District, or the District's Representative after the design documents have been drafted, submitted, and approved, the preparation of revised design drawings will be considered extra services. Fees for revising design drawings and specifications will be negotiated prior to a written notice to proceed with preparing revised documents.
4. Extra services that will require additional fees billed at time and expenses:
 - a. Design revisions requested by the District or Architect after agency approval.
 - b. Drawing revisions and project coordination related to design phasing or construction phasing beyond that described in this proposal.
 - c. Onsite meetings with District representatives, Architects, or Contractors in addition to those described in this proposal.
 - d. Services related to change orders not caused by the Consultant.
 - e. Services related to construction defects, deficiencies, or disputes not caused by the Consultant.
5. Services will be provided as expeditiously as possible, consistent with professional skill and care. Compensation and payment for any additional services or extended services will be required.
6. If due to Contractor installation-caused matters The Ruzika Company is required to provide extra onsite design coordination and implementation services after the agreed upon site visits, the Owner or the Contractor must compensate The Ruzika Company at their standard hourly or daily rates for all time expended onsite for additional punch list notes, additional back checks, or extra control system configuration work sessions.
7. If changes to the drawings or design services are necessary as a result of fire, the elements, Acts of God, or other casualties beyond the control of The Ruzika Company or as a result of changes in any applicable codes after the completion of the construction documents, The Ruzika Company shall be compensated for making such changes or performing such additional services over and above the maximum fee delineated herein on an hourly basis or negotiated fixed fee basis.

N. GENERAL PROVISIONS

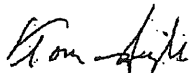
1. The Ruzika Company designers and technical personnel are not licensed professional architects or engineers and will not provide stamped design drawing sheets. The information that is provided on drawings is for design intent only.
2. The specifications prepared by The Ruzika Company relate to the design intent of the theatrical equipment systems only. The Ruzika Company will not assume responsibility for the structural integrity, building, rigging, construction, fabrication, material or equipment.
3. The Ruzika Company will not be held responsible for the inability of contractors or builders to carry out the execution of the designs and plans.
4. The Ruzika Company reserves the right to revise the hourly contract rate schedule every 12 months during the course of this project.
5. This Agreement may be terminated by either party, without cause, upon ten days written notice to the other party. In the event of termination by either party, the Client shall compensate the Consultant for all services including reimbursable expenses incurred to the termination date.
6. The Ruzika Company, Inc. maintains \$1,000,000 in Professional Liability Insurance, \$2,000,000 in General Liability and Non-Owned Auto Insurance, and Worker's Compensation Insurance as required by law. Certificates available upon request.
7. This Proposal contains the entire agreement of the parties in connection with the subject matter hereof.
8. This Proposal shall not be modified or amended except in writing signed by both parties.
9. Electronic, telefax, or PDF signatures shall be deemed to be original signatures for all purposes, and this Proposal may be signed in counterpart.

If you have any questions regarding the scope of services or fees, please do not hesitate to contact the undersigned. If you agree with this proposal, please indicate in writing your approval, directing us to proceed with the work. Upon receipt of a signed copy of this proposal or an Authorization to Proceed generated by an individual with the proper authority, work on this project will commence in accordance with the agreed upon project schedule.

On behalf of The Ruzika Company, thank you for your consideration.

Sincerely,

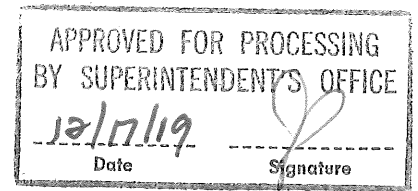
THE RUZIKA COMPANY, INC.



Tom Ruzika
President

Attachment 3

SIMI VALLEY UNIFIED SCHOOL DISTRICT SANTA SUSANNA HIGH SCHOOL BLACK BOX / CTE BUILDING PROJECT SCHEDULE																					
ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter Dec Jan Feb	2nd Quarter Mar Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec
1	NTP	NTP	1 day?	Wed 12/18/19	Wed 12/18/19																
2	Schematic Design	Schematic Design	30 days?	Wed 12/18/19	Tue 1/28/20																
3	Programming	Programming	5 days	Wed 12/18/19	Tue 12/24/19																
4	Programming Review Meeting	Programming Review Meeting	0 days	Tue 1/7/20	Tue 1/7/20																
5	Schematic Design	Schematic Design	20 days	Tue 1/7/20	Mon 2/3/20																
6	Schematic Design Review Meeting	Schematic Design Review Meeting	0 days	Tue 2/4/20	Tue 2/4/20																
7	Design Development	Design Development	30 days	Wed 1/29/20	Tue 3/10/20																
8	Submission of Preliminary Cost Estimate	Submission of Preliminary Cost Estimate	0 days	Thu 3/5/20	Thu 3/5/20																
9	Design Development Review Meeting	Design Development Review Meeting	0 days	Tue 3/10/20	Tue 3/10/20																
10	Submission to Fire Marshal	Submission to Fire Marshal	0 days	Tue 3/10/20	Tue 3/10/20																
11	50% Construction Documents	50% Construction Documents	30 days	Wed 3/11/20	Tue 4/21/20																
12	Submission of 50% Cost Estimate	Submission of 50% Cost Estimate	0 days	Fri 4/17/20	Fri 4/17/20																
13	50% Construction Documents Review Meeting	50% Construction Documents Review Meeting	0 days	Tue 4/21/20	Tue 4/21/20																
14	Presentation to the Board of Education	Presentation to the Board of Education	0 days	Tue 4/21/20	Tue 4/21/20																
15	Make DSA Submission Appointment	Make DSA Submission Appointment	0 days	Thu 4/23/20	Thu 4/23/20																
16	100% Construction Documents	100% Construction Documents	40 days	Wed 4/22/20	Tue 6/16/20																
17	Submission of 100% Cost Estimate	Submission of 100% Cost Estimate	0 days	Fri 6/12/20	Fri 6/12/20																
18	100% Construction Documents Review Meeting	100% Construction Documents Review Meeting	0 days	Tue 6/16/20	Tue 6/16/20																
19	Final Presentation to Board of Education	Final Presentation to Board of Education	0 days	Tue 6/16/20	Tue 6/16/20																
20	DSA Submission and Review	DSA Submission and Review	125 days	Wed 6/17/20	Tue 12/8/20																
21	Bidding and Award	Bidding and Award	90 days	Wed 12/9/20	Tue 4/13/21																
22	Mobilization	Mobilization	30 days	Wed 4/14/21	Tue 5/25/21																
23	Construction	Construction	240 days	Wed 5/26/21	Tue 4/26/22																
24	Close Out and Certification	Close Out and Certification	20 days	Wed 4/27/22	Tue 5/24/22																
Project: SSHS CTE Project Sched		Task	Project Summary	Manual Task	Manual Task	Start-only	Finish-only	External Milestone	Deadline	Progress	Manual Progress										
Date: Thu 12/5/19		Split	Inactive Task	Duration-only	Manual Summary Rollup	Manual Summary	Manual Summary	Manual Summary	Manual Summary	Manual Summary	Manual Summary										
		Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone	Inactive Milestone										
		Summary	Inactive Summary	Inactive Summary	Inactive Summary	Inactive Summary	Inactive Summary	Inactive Summary	Inactive Summary	Inactive Summary	Inactive Summary										



TITLE: RATIFICATION OF AGREEMENT NO. R20-02610 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND INDEPENDENT ROOFING CONSULTANTS

Business & Facilities
Consent #5

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

New roofing is needed at the gymnasium buildings at Sinaloa Middle School and Valley View Middle School. A roofing consultant is needed for preparation of plans and specifications that will be used to competitively bid out the roofing replacement. Independent Roofing Consultants can provide these pre-bid services.

Fiscal Analysis

The estimated cost for these roofing consultant services is \$6,700.00 as further described on attached Agreement R20-02610 (Exhibit "A").

These services 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 # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R20-02610 with Independent Roofing Consultants.

Ayes: Blough
LaBelle
White
Jubran
Smollen Noes: 0 Absent: 0 Abstained: 0

AGREEMENT NO. R20-02610 FOR CONSULTANT SERVICES

AGREEMENT made as of the 21st day of November, 2019

between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

Independent Roofing Consultants
2901 Pullman Street
Santa Ana, CA 92705

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("Consultant Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for examining, and assessing the existing roofs at the Gymnasium Buildings at Sinaloa and Valley View middle schools, and for developing comprehensive written specifications and details for replacement of the roofing and associated flashing. Consultant shall also address in writing, any pre-bid RFI's related to the required roofing systems. Consultant shall transmit all information to the District Representative. All of the Terms and Conditions of the attached Proposal Sinaloa and Valley View middle schools are replaced with the terms and conditions of this Agreement. The Consultant shall provide all personnel, materials, tools, equipment, services, licenses, testing, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be

in full force and effect throughout the duration of the performance of the Work under this Agreement.

- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.
- 1.5 **Financial Relationships Disclosure.** The Consultant shall complete and provide to the District, the Certification of Financial Relationships Disclosure (AB 635), Attachment "2" as part of this Agreement for Consultant Services.
- 1.6 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.7 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.8 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.9 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Consultant shall coordinate the exact days and times for performance of the inspection work with representatives from the Simi Valley USD Bond Management Office

	<u>Start</u>	<u>Finish</u>
Roof Examinations	December 1, 2019	December 10, 2019
Develop Plans & Specifications	December 11, 2019	January 15, 2020

2 CONTRACT PRICE.

- 2.1 **Contract Price for Consultant Services.** The Contract Price for these services is a total Fixed Fee of Six Thousand Seven-Hundred Dollars (\$6,700.00) per the attached Proposal dated November 19, 2019/ (Attachment "1" to this Agreement).
- 2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the fee of the Consultant and any Subconsultant, personnel expenses (including all benefits and burdens), travel for the Consultant, Subconsultants, their employees and others providing any

part of the Consultant Services to and from their respective offices or homes and the site(s) of a Project, the District's Administrative Offices and travel within the Counties of Los Angeles, Ventura, Orange, Kern and Santa Barbara. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the Consultant. Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.

- 2.3 **Additional Services.** If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by Consultant's Hourly Rates included in Attachment "1" to this Agreement, or by an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.

3 CONSULTANT BILLINGS

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District.
- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct

Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 **INSURANCE; INDEMNITY**

4.1 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

4.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

ADDITIONAL INSURED ENDORSEMENT (AIE):

1. ISO form "CG 20 10 11 85" or equivalent must be included.
2. Name of Person or Organization on endorsement must show: "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."
3. CD 20 07 04 13

4.3 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

4.4 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury

to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.

- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.

- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant 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 insurers 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.

- 4.7 **Indemnity.**

4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

4.7.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

- 5 **TERM.** The term of this Agreement begins on the date first set forth above and ends:
- ☐ when the Project and all close-out obligations are completed.
 - ☒ when the District has confirmed that Consultant has properly completed its Scope of Services.
 - ☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ () days from the date of award of this Agreement by the District's Board of Trustees.

6 **TERMINATION; SUSPENSION**

- 6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused

by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 6.2 **District Termination for District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant 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 prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 MISCELLANEOUS

- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be

deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 7.2 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 7.4 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 7.5 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
- 7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Independent Roofing Consultants
2901 Pullman Street
Santa Ana, CA 92705
Attn.: Ashley Watson, Sales Associate

- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned

to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

7.10 Disputes.

7.10.1 Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

7.10.2 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

7.10.3 Government Code Claims. Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

7.11 Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.

- 7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.13 **Marginal Headings; Captions.** Marginal Headings; Captions. The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 7.14 **Consultant Contact Information.**
 Consultant Contact Name: _____
 Business Phone: 949.476.8626
 E-mail: _____
 Federal Tax ID Number or SSN: 33-0078864
**Consultant must provide a W-9 (attached)*
 Are you or any of your employees current or former employee of the District?
☐ Yes ☒ No
 If yes, state the date you last worked? _____
 Are you related to any employee (s) of the District? ☐ Yes ☒ No
 If yes, please identify the individuals (s): _____
- 7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or designee has approved this Agreement and the provisions hereof.
- 7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 7.17 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: [Signature]
 Ron Todo, Associate Superintendent
 Business & Facilities

INDEPENDENT ROOFING CONSULTANTS

By: [Signature]
 Veronica Foster
 Executive VP

(FINGERPRINT CERTIFICATE ATTACHMENT 1)

LIST NAMES OF PERSONNEL BELOW:

George Eaton

Attachment 1

INDEPENDENT ROOFING CONSULTANTS

Pleasanton Office

5674 Stoneridge Drive, Suite 115
Pleasanton, CA 94588
(925) 460-0220 T

Santa Ana Office

2901 Pullman Street
Santa Ana, California 92705
(949) 476-8626 T

Las Vegas Office

8275 S. Eastern Avenue, Suite 200-325
Las Vegas, Nevada 89123
(702) 795-8020 T

November 19, 2019

Mr. Anthony Joseph
SIMI VALLEY UNIFIED SCHOOL DISTRICT
101 West Cochran Street
Simi Valley, CA 93065

anthony.joseph@simivalleyusd.org

Reference: Gymnasium Re-Roofing Project
Sinaloa Middle School – 601 Royal Avenue
Valley View Middle School - 3347 Tapo Street
Simi Valley, CA 93065 & 93063

Consulting Services Agreement

Independent Roofing Consultants proposes to provide the following consulting services related to roof restoration / replacement at the above-referenced projects:

PHASE I

SITE INVESTIGATION

Independent roofing Consultants will perform an on-site roof inspection of the existing roof systems. The purpose of this inspection is to obtain design criteria and define as-built conditions impacting the design and construction of a new roof system. During this inspection, the flashing and termination requirements for the new roof system will be reviewed to establish the required flashings and accessory components required for a complete guaranteeable new roof system meeting current building code requirements and Title 24 requirements.

Also during the course of this inspection, conditions requiring attention such as mechanical equipment ductwork and ductwork connections to mechanical units will be reviewed and if required restoration of these accessory components will be included in the project scope of work.

ROOF SPECIFICATIONS & DETAIL DRAWINGS

Independent Roofing Consultants will develop a written specification for the above referenced properties. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.

EXHIBIT "A"

- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Accompanying the written specifications will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions.

Additional Consulting

With respect to the services outlined, Additional General Consulting is billed at \$150.00 per hour, portal to portal, with no hourly minimum. Additional services will require a proposed fee schedule by Independent Roofing Consultants.

The consideration for services is:

PHASE I

Site Investigation	\$1,900.00
<i>Both buildings performed on the same day</i>	
Specification & Detail Drawings	\$4,800.00
<i>One specification to cover both buildings</i>	

PHASE I TOTAL: \$6,700.00 *AW*

Additional Consulting \$150.00 per hour

Provisions:

The fee structure for this proposal is valid for ninety (90) days. If not executed within ninety (90) days, fee may or may not be revised at the sole discretion of Independent Roofing Consultants.

Signature below indicates acceptance of this Proposal and the attached Terms and Conditions Addendum.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

INDEPENDENT ROOFING CONSULTANTS

By: _____

By: Ashley Watson
Ashley Watson

Title: _____

Title: Sales Associate

Date: _____

Date: November 19, 2019

TERMS AND CONDITIONS ADDENDUM

STATEMENT OF WORK

Client hereby agrees to employ INDEPENDENT ROOFING CONSULTANTS to perform professional services as described in the Proposal attached hereto, and incorporated herein by this reference and in accordance with the terms and conditions as set forth below.

MODIFICATION OF THE AGREEMENT

Any and all changes, deletions or additions to this Agreement, including services provided and the consideration therefore are only effective if in writing and signed by both parties hereto.

ADDITIONAL WORK

Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay for all such additional services as extra work.

PAYMENT

Independent Roofing Consultants' payment terms are net 30 days. Client's failure to make full payment due within thirty (30) days after submittal of Independent Roofing consultants' invoice is a material breach of the contract. Client therefore agrees that its failure to make the full payment gives Independent Roofing Consultants, among its rights, the ability to suspend or terminate its performance. Client agrees that if it fails to pay Independent Roofing Consultants' invoices in accordance with this provision, Client shall pay a finance charge of one percent (1%) per month on any such unpaid balance.

DOCUMENTS

Client agrees that Independent Roofing Consultants may retain one (1) copy of any documents provided by Client to Independent Roofing Consultants.

NO THIRD PARTY BENEFICIARIES

Client agrees with Independent Roofing Consultants that there are no third party beneficiaries to this Agreement and that the sole beneficiaries are Client and Independent Roofing Consultants. Client and Independent Roofing Consultants agree that the information contained in any report provided by Independent Roofing Consultants is the result of a limited site observation by it and is made subject to the budgetary, time and other constraints placed upon Independent Roofing Consultants by the Client.

CONTRACTOR RESPONSIBILITY

Client agrees that Independent Roofing Consultants is not responsible for the performance of work by third parties, including but not limited to, Client's contractors, subcontractors (of whatever tier), design professionals, independent contractors, agents, representatives, construction managers or employees. Client agrees that Independent Roofing Consultants has no liability for construction practices, means, techniques or methods, site conditions or job safety. It is agreed that all of these matters are the lawful responsibility of parties other than Independent Roofing Consultants.

INDEMNIFICATION

The Client agrees to defend, indemnify and hold harmless Independent Roofing Consultants, its principals, officers, directors, partners, subsidiaries and employees from and against any and all liability or losses, whether claimed or actual, that arise from or are related to the performance of Independent Roofing Consultants' services under this Agreement, except where liability or loss arise from the sole negligence or willful misconduct of Independent Roofing Consultants.

Client agrees that any and all lawsuits arising from the Agreement, against Independent Roofing Consultants, whether in tort, contract or otherwise, shall be brought by Client within one year of Independent Roofing Consultants' completion of its services under this Agreement, and the Client this waives any and all claims against Independent Roofing Consultants if suit is not filed within that timeframe.

LIMITATION OF LIABILITY AND INSURANCE

Client agrees to limit the liability of Independent Roofing Consultants, its principals, officers, directors, partners, subsidiaries and employees for any losses or liabilities arising out of the negligent acts, errors or omissions of Independent roofing Consultants to the sum of Fifty Thousand Dollars (\$50,000) or Independent Roofing Consultants' fee, whichever is greater.

TERMINATION FOR CONVENIENCE

Either party to this Agreement may, without cause, upon forty-eight (48) hours notice, terminate the agreement by delivering written notice of termination to the other party. Upon such termination, Client agrees to pay Independent Roofing Consultants for all services performed up to the date of termination under this Agreement, in accordance with the Payment provision set forth above. The parties of this Agreement agree that this provision relates to termination without cause and does not in any way negate the parties' rights and remedies in the event of a material breach of this Agreement.

EXHIBIT "A"

GOVERNING LAW

The substantive law of California shall govern this Agreement, regardless of the location of execution of this Agreement or the citizenship of headquarters of the parties to it.

JUDICIAL ACTION

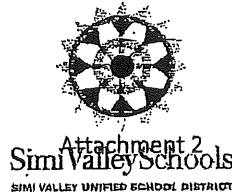
Any litigation, which is conducted in relation to this Agreement, including, without limitation, a petition to compel arbitration or a motion to confirm or vacate an award, shall be conducted in the Orange county State Court system, and in no other tribunal.

MISCELLANEOUS

If any term or condition of this Agreement is held by the court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be valid and binding on Client and Independent Roofing Consultants. Consultant has the right to complete all services agreed to be rendered pursuant to this proposal. In the event this Agreement is terminated before completion of all services, unless Independent Roofing Consultants is responsible for early termination, Client agrees to release consultant from all liability for services performed. In the event all or any portion of services or work product prepared by Independent Roofing Consultants be suspended or terminated, Client shall pay for all services performed in accordance with the above PAYMENT provision of this Agreement.

This Agreement contains the entire Agreement between Client and Independent Roofing Consultants relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

Failure by Client to object to any of the terms and conditions contained in this Agreement before commencement of services by Independent Roofing Consultants will be deemed an acceptance of such terms and conditions. All captions employed in this Agreement are for the convenience of the parties to it, and in no way limit the substantive provision under such captions.



SIMI VALLEY UNIFIED SCHOOL DISTRICT
 101 West Cochran Street, Simi Valley, California 93065

CERTIFICATION OF FINANCIAL RELATIONSHIPS DISCLOSURE (AB 635)

**ROOFING PROJECT(S) FOR RE-ROOF OF GYMNASIUM BUILDINGS AT
 SINALOA AND VALLEY VIEW MIDDLE SCHOOLS**

This form shall be executed by all architects, engineers, roofing consultants, contractors, materials manufacturers, and vendors prior to the provision of any professional services or goods for a "roof project" (repair or replacement), as that term is defined at Public Contract Code section 3000(f).

Certification of: ☐ Architect ☐ Engineer ☒ Roofing Consultant
☐ Contractor ☐ Vendor ☐ Materials Manufacturer
☐ Other

I, Veronica Foster (Name), Exec Vice Pres. (Title),
Independent Roofing Consultants (Name of Employer), CERTIFY:

1. I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with any contract or purchase order for a roof project, as that term is defined at Public Contract Code section 3000(f), at the following Simi Valley USD school sites: **Sinaloa Middle School and Valley View Middle School.**
2. I have read California Public Contract Code Section 3006 and am aware of the provisions contained therein.
3. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
4. Throughout the duration of contracts, I will not have any financial relationship in connection with the Roof Project with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.
5. I have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the Roof Project:

N/A

I certify that to the best of my knowledge, the contents of this disclosure are true.

Date:

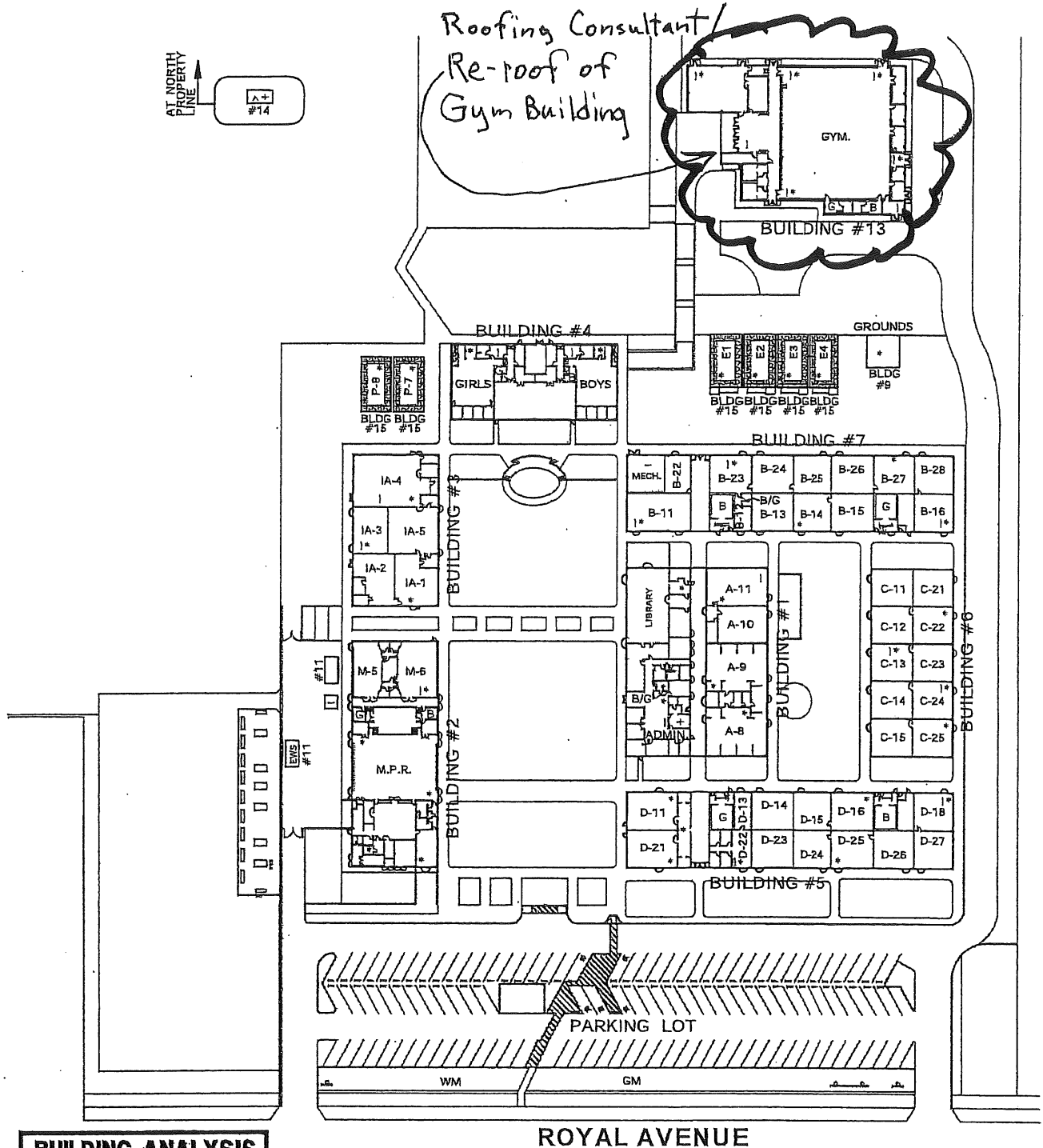
Signature:

Print Name:

Print Name of Employer:

1/12/14
Veronica Foster
Veronica Foster
Independent Roofing Consultants

EXHIBIT "A"

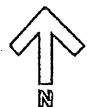


BUILDING ANALYSIS

- 1 -ADMINISTRATION
- 2 -MUSIC & MPR
- 3 -SHOP
- 4 -LOCKERS
- 5 -CLASSROOMS
- 6 -CLASSROOMS
- 7 -CLASSROOMS
- 9 -STORAGE
- 11 -METAL CONTAINER
- 13 -GYMNASIUM
- 14 -METAL CONTAINER
- 15 -CLASSROOMS/PORT.

LEGEND

- ~ ELECTRICAL MAIN
- * FIRE EXTINGUISHER
- ! FIRE ALARM STATION
- + EMERGENCY MEDICAL SUPPLIES
- GM GAS MAIN
- WM WATER MAIN
- ^ SEA-TRAIN (EMERGENCY SUPPLIES)
- EWS EMERGENCY WATER SUPPLY



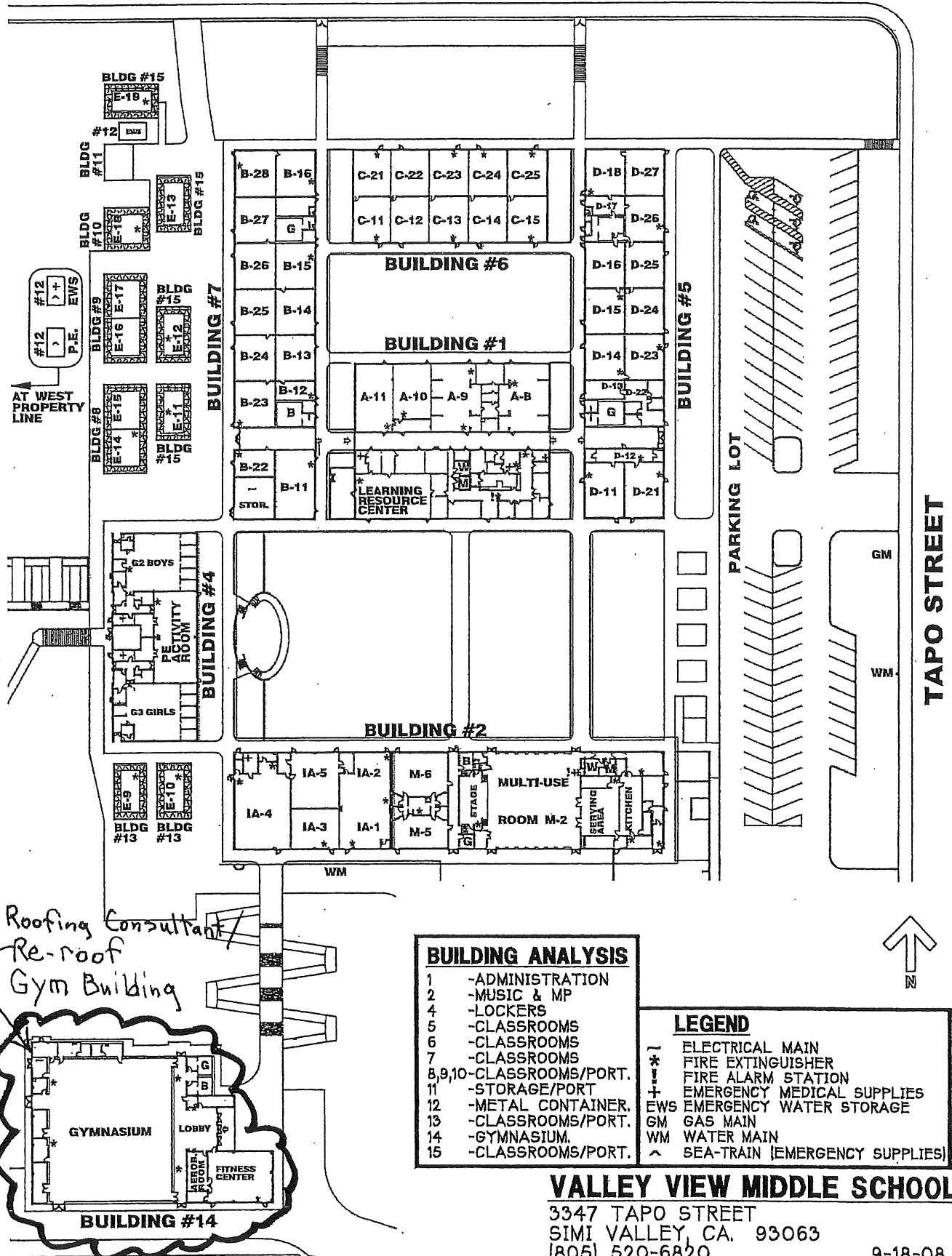
SINALOA MIDDLE SCHOOL

601 ROYAL AVENUE
SIMI VALLEY, CA. 93065
(805) 520-6830

01-20-15

Business & Facilities, Consent #5

WALNUT AVENUE



BUILDING ANALYSIS

- 1 -ADMINISTRATION
- 2 -MUSIC & MP
- 4 -LOCKERS
- 5 -CLASSROOMS
- 6 -CLASSROOMS
- 7 -CLASSROOMS
- 8,9,10 -CLASSROOMS/PORT.
- 11 -STORAGE/PORT
- 12 -METAL CONTAINER.
- 13 -CLASSROOMS/PORT.
- 14 -GYMNASIUM.
- 15 -CLASSROOMS/PORT.

LEGEND

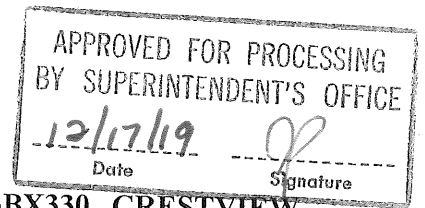
- ~ ELECTRICAL MAIN
 * FIRE EXTINGUISHER
 * FIRE ALARM STATION
 + EMERGENCY MEDICAL SUPPLIES
 EWS EMERGENCY WATER STORAGE
 GM GAS MAIN
 WM WATER MAIN
 ^ SEA-TRAIN (EMERGENCY SUPPLIES)

VALLEY VIEW MIDDLE SCHOOL

3347 TAPO STREET
SIMI VALLEY, CA. 93063
(805) 520-6820

9-18-08

Business & Facilities, Consent #5



**TITLE: AUTHORIZATION TO AWARD BID #20L3BX330, CRESTVIEW
ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**

Business & Facilities
Consent #6

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Two bids were received on December 3, 2019 for Bid #20L3BX330, Crestview Elementary School Classroom Renovations. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

Ardalan Construction Co.
The Nazerian Group

\$644,200
\$344,123

Additional information is available in the Bond Management Office.

Fiscal Analysis

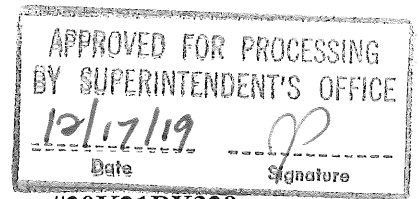
The total amount of this project \$344,123 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #20L3BX330, Crestview Elementary School Classroom Renovations, to The Nazerian Group in the amount of \$344,123.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Crestview Elementary School Classroom Renovations to The Nazerian Group.

AYES: Blough
Larbille
White
Jubran
Smollen NOES: 0 Absent: 0 Abstained: 0



TITLE: AUTHORIZATION TO AWARD BID #20K21BX329, ELECTRICAL DISTRIBUTION SYSTEM UPGRADE AT SYCAMORE E.S.

Business & Facilities
Consent #7

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Five bids were received on November 21, 2019 for Bid #20K21BX329, Electrical Distribution System Upgrade at Sycamore E.S. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>		<u>Bid Amount</u>
GA Technical Services	<i>Contractor Not Prequalified as Required</i>	\$198,500
Scott and Sons Electric	<i>Contractor Not Prequalified as Required</i>	\$203,302
Taft Electric Co.		\$214,390
The Nazerian Group		\$274,123
Waisman Construction		\$215,000

Additional information is available in the Bond Management Office.

Fiscal Analysis

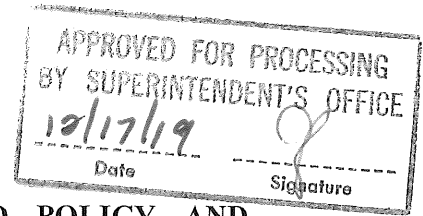
The total amount of this project \$214,390 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #20K21BX329, Electrical Distribution System Upgrade at Sycamore E.S. to Taft Electric Co. in the amount of \$214,390.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Electrical Distribution System Upgrade at Sycamore E.S. to Taft Electric Co.

AYES: LaBelle NOES: 0 Absent: 0 Abstained: 0
Blough
White
Jubran
Smollen



TITLE: SECOND READING AND ADOPTION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 7140 (ARCHITECTURAL AND ENGINEERING SERVICES)

Business & Facilities
Consent #13

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Policy updated to clarify the district's responsibility to select a licensed architect and/or structural engineer as required by law when professional design services are used for construction or modernization of school facilities and to address the need to comply with state safety and design standards. Policy adds the general duties of the architect and/or structural engineer and the circumstances under which design specifications must be submitted to CDE and the Division of the State Architect. Regulation updates the components of the selection process to more directly reflect law and adds the district's authority, if negotiations with the most qualified firm are unsuccessful, to negotiate a contract with the second most qualified firm and then the third most qualified firm.

Fiscal Analysis

There is no fiscal impact.

Recommendation

It is recommended that the Board of Education adopt Board Policy and Administrative Regulation 7140 (Architectural and Engineering Services).

On motion # 68 by Trustee Blough, seconded by Trustee White, and carried by a roll-call vote of 5/0, the Board of Education adopted Board Policy and Administrative Regulation 7140 (Architectural and Engineering Services).

Ayes: Blough
LaBelle
White
Subran
Smollen Noes: 0 Absent: 0 Abstained: 0

Simi Valley USD – UPDATED

Board Policy

Architectural And Engineering Services

BP 7140

Facilities

The Governing Board desires to provide school facilities that support the educational program and meet all applicable safety and design standards. When required by law, the Board shall employ or contract with a licensed and certified architect and/or structural engineer to design and supervise the construction of district schools and other facilities.

(cf. 7110 - Facilities Master Plan)

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates and for the observation of the work of construction. (Education Code 17302)

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

The Superintendent or designee shall devise a competitive process for the selection of architects, structural engineers, and other design professionals that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, the Superintendent or designee shall recommend architectural and engineering firms to the Board for approval.

The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

(cf. 3311 - Bids)

(cf. 3311.3 - Design-Build Contracts)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17070.50 Conditions for apportionment

17250.10-17250.55 Design-build contracts

17251 School construction; duties of the California Department of Education

17262-17268 School construction plans

17280-17316 Approvals, especially:

17302 Persons qualified to prepare plans, specifications and estimates and supervise construction
17316 Contract provision regarding school district property
17371 Limitation on liability of governing board
BUSINESS AND PROFESSIONS CODE
5500-5502 Architecture
5550-5558 Architects, licensure
6700-6706.3 Engineers
6750-6766 Engineers, licensure
GOVERNMENT CODE
4525-4529.5 Contracts with private architects, engineering, land surveying, and construction project management firms
14837 Definition of small business
87100 Public officials; financial interest
PUBLIC CONTRACT CODE
20111 School district contracts
CODE OF REGULATIONS, TITLE 5
14001 Minimum standards for school facilities
14030-14036 Standards, planning, and approval of school facilities
CODE OF REGULATIONS, TITLE 24
101 et seq. California Building Standards Code
CALIFORNIA CONSTITUTION
Article 22 Architectural and engineering services

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Plan Submission Requirements for Modernization Projects, Form SFPD 4.08

Plan Submission Requirements for New Construction, Form SFPD 4.07

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, January 2019

WEB SITES

American Institute of Architects California Council: <http://aiacalifornia.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

Department of General Services, Division of the State Architect: <http://www.dgs.ca.gov/DSA>

Department of General Services, Office of Public School Construction:

<http://www.dgs.ca.gov/OPSC>

Policy

adopted: May 21, 1996

revised:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Simi Valley, California

Administrative Regulation

Architectural And Engineering Services

AR 7140

Facilities

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Assures maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

(cf. 9270 - Conflict of Interest)

The selection process may also include: (Government Code 4527)

1. Evaluation of current statements of qualifications and performance data on file with the district and evaluation of statements that may be submitted by other firms regarding the proposed project
2. Discussion with at least three firms regarding anticipated concepts and the relative utility of alternative approaches for furnishing the required services
3. Selection, in order of preference, of at least three firms deemed to be the most highly qualified to provide the required services in accordance with established district criteria

The district shall negotiate a contract with the best qualified firm at compensation determined by the district to be fair and reasonable. If the district is unable to negotiate a contract with the most qualified firm, the district shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the district is unable to negotiate a satisfactory contract with any of the selected firms, the district shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached. (Government Code 4528)

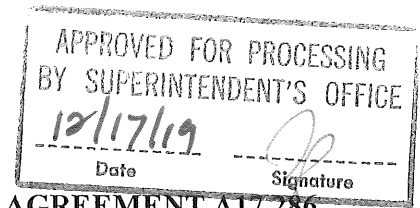
The above procedures shall not apply if the Superintendent or designee determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest. (Government Code 4529)

(cf. 3311 - Bids)

Contracts shall specify that all plans, including, but not limited to, record drawings, specifications, and estimates prepared by the architect or structural engineer shall become the property of the district. The contract shall also specify terms and conditions for reuse within the district of any plans prepared by the architect or structural engineer. (Education Code 17316)

Regulation
approved: May 21, 1996
revised:

SIMI VALLEY UNIFIED SCHOOL DISTRICT
Simi Valley, California



TITLE: APPROVAL OF CHANGE ORDER NO. 1 TO AGREEMENT A17.286
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
TRANE U.S.

Business & Facilities
Consent #14

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On February 21, 2017, the Board of Education authorized Agreement A17.286 with Trane U.S., Inc. in the amount of \$2,885,125.00 for replacing HVAC, energy management, and lighting systems at Simi Valley High School, Santa Susana High School, Hillside Middle School, Sinaloa Middle School under Proposition 39 projects.

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

Fiscal Analysis

Change Order No. 1 represents an increase to the original contract by \$44,811.91 or 1.55%. The revised contract amount including Change Order No. 1 will be \$2,929,936.91.

This project is funded with Proposition 39 Funds and Measure X Funds.

This Change Order will be funded with Measure X Funds.

Recommendation:

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

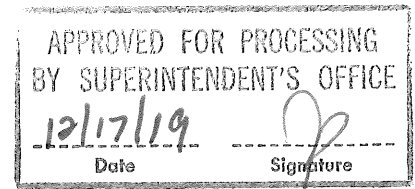
On a motion # 48 by Trustee Blough, seconded by Trustee White
and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change
Order No.1, to Agreement A17.286 for the Proposition 39 Phase II Project.

Ayes: Blough
La Belle Noes: 0 Absent: 0 Abstain: 0
White
Subran
Smollen

EXHIBIT "A"

Business & Facilities, Consent #14

**Business & Facilities
Consent Item # 14**



**TITLE: APPROVAL OF ADDITIONAL SERVICES AGREEMENT NO. 1 TO
AGREEMENT R20-02069 BETWEEN SIMI VALLEY UNIFIED SCHOOL
DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC.**

Business & Facilities
Consent #15

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On October 22, 2019 the Board of Education authorized Agreement R20-02069 for design services for installation of two District-owned portables at the Rancho Simi Recreation & Park District Community Pool. The electrical engineering portion of the agreement did not include design of the fire alarm systems. This additional services agreement is for design of the fire alarm systems.

Fiscal Analysis

Additional Services Agreement No. 1 (Exhibit "A") is for a **total fixed-fee of \$3,990** for design services for the fire alarm systems for two District-owned portable buildings that will be installed at the RSRPD community pool.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Additional Services Agreement No. 1 to Agreement R20-02069 for design services for the fire alarm systems for two portable buildings that will be installed at the Rancho Simi Recreation & Park District community pool.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Additional Services Agreement No. 1 to Agreement R20-02069 with the firm of Amador Whittle Architects, Inc.

Ayes: Blough
LaBelle
White
Subian
Smollen Noes: 0 Absent: 0 Abstained: 0



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

ADDITIONAL SERVICES AGREEMENT NO. 1

TO AGREEMENT R20-02069 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC.

This Additional Services Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **AMADOR WHITTLE ARCHITECTS, INC.** ("Architect").

Architect is authorized to provide the following Additional Services to include design of fire alarm systems for the two portable buildings that are being relocated to the RSRPD community pool as described in the attached Proposal from Consultant dated November 26, 2019 (Attachment "1"). These design services were inadvertently omitted from the electrical engineer's sub-consultant proposal that was utilized when the Architect prepared the original agreement.

The terms and conditions of Agreement A20.043 for Ongoing Architect Services, apply to these additional services.

Compensation:

Compensation for these additional services shall be a Total Additional Fee of **Three-Thousand Nine-Hundred Ninety Dollars (\$3,990.00)** as further described on the attached Proposal from Consultant (Attachment "1") dated November 26, 2019.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Dated: _____

Title: Associate Superintendent Business & Facilities

AMADOR WHITTLE ARCHITECTS, INC.

By: Jean Amador
Jean Amador, AIA

Dated: 12-03-19

Title: President

Attachment 1

**AMADOR WHITTLE
ARCHITECTS, INC**

November 26, 2019

Simi Valley Unified School District
101 West Cochran Street
Simi Valley CA 93065

Attention: Pedro Avila, Director of Facilities and Planning

Project: **Relocation of two Portable Buildings to RSRPD Community Pool Agreement**

Subject: A/E Fee Proposal Additional Services Fire Alarm
A20.02069 Project Assignment
Agreement No. R20-02069

Dear Mr. Avila:

The Fire Alarm fee was left out of the A/E Fee Proposal and is include here. All other fees remain the same.

SCOPE OF WORK

Provide Construction Documents and Project Coordination with governing agencies to facilitate the permitting for relocation of two Modular Buildings to RSRPD Community Pool at 1765 Royal Avenue.

J& S will also provide a working Fire Alarm system design for the two Portable Buildings.

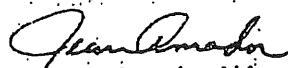
PROPOSAL

J&S Consulting Engineers = \$ 3,800.

(AWA mark-up 5% on consultants) = \$ 190.

TOTAL = \$ 3,990.

Sincerely,
AMADOR WHITTLE ARCHITECTS, INC.


Jean A. Amador AIA
Principal

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301
Office 805 530-3938 or (818) 874-0071
www.AWAarchitect.com



J. S. CONSULTING
ENGINEERS, INC.

EXHIBIT "A"

November 21, 2019

Proposal # 19-193

Jean Amador
Amador Whittle Architects
28328 Agoura Road, Ste. 203
Agoura Hills, CA 91301

Re: SIMI VALLEY SCHOOL DISTRICT
Fire Alarm Portables at Pool

Dear Jean,

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

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

I. BASIC ENGINEERING SERVICES:

A. Fire Alarm

1. Provide design of a stand-alone fully automatic Fire Alarm System, complying with current Codes and DSA requirements, including but not limited to the following:
 - a. Stand-alone Fire Alarm Control Panel.
 - b. Remote Annunciator.
 - c. Smoke, and heat detectors, as required in all areas.
 - d. Pull stations (If required).
 - e. Control and monitor modules.
 - f. Water flow and tamper switches.
 - g. Interior and exterior horns, strobes and fire riser bells.
 - h. Connections to the Central Monitoring Station.
 - i. Design to also include the following:
 - Riser diagram
 - Battery calculations
 - Voltage drop calculations
 - Catalog cut sheets for devices and equipment
 - Equipment schedule and details
 - Specifications

Bill Amador
Page 2

II. ENGINEERING FEES

It is proposed to furnish the desired basic engineering services in accordance with the scope of services outlined above for **A Total Fee of: \$ 3,800.00**

III. ACKNOWLEDGMENT

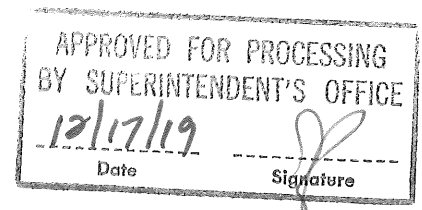
- A. If this proposal is acceptable to you, please acknowledge acceptance of the terms and conditions of this contract by signing a copy of this letter in the appropriate spaces, and return it to our office.

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

Very truly yours.

A handwritten signature in black ink, appearing to read 'Nam Jabbour', followed by a long horizontal line extending to the right.

Nam Jabbour



TITLE: AUTHORIZATION TO PURCHASE THREE PORTABLE BUILDINGS FOR USE AS INTERIM HOUSING USING MEASURE X BOND FUNDS

Business & Facilities
Consent #16

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Royal High School is in need of three portable buildings to serve as interim housing during the MPR renovation project. Staff recommends purchasing new portables, which are compliant with current building codes and will replace old portables when they are no longer needed for interim housing.

Fiscal Analysis

The new portables can be purchased from Class Leasing via their piggybackable agreement through the Chawanakee Unified School District.

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

Separate contracts will be let for connecting the interim housing portables to electrical and plumbing, in adherence with public contract code.

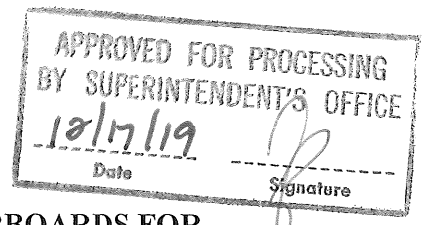
Procurement and connection of the three portable buildings will be funded by Measure X.

Recommendation

It is recommended that the Board of Education authorize purchase of three new portable buildings from Class Leasing.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the authorization to purchase three new portable buildings from Class Leasing through the Chawanakee Unified School District Piggybackable bid.

Ayes: Blough
LaBelle
White
Jubran
Smollen Noes: 0 Absent: 0 Abstained: 0



TITLE: RATIFICATION OF PURCHASE OF MARKERBOARDS FOR CRESTVIEW ELEMENTARY

Business & Facilities
Consent #17

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

As part of the upgrade to classrooms at Crestview Elementary School, new markerboards are being mounted on various walls within each classroom. The new markerboards are porcelain on steel, making them magnetic, with a 50-year guarantee.

Staff has determined the need for the following markerboards: 22 of 4' x 8' and 12 of 4' x 4'

On December 6, 2019, Bond staff initiated a Purchase Requisition R20-02771 for the markerboards.

Fiscal Analysis

Hertz Furniture holds a cooperative purchasing contract through The Interlocal Purchasing System (TIPS), allowing the District to purchase Ghent brand markerboards without advertising for bids.

Total cost to procure the Ghent markerboards is \$9,116.25

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

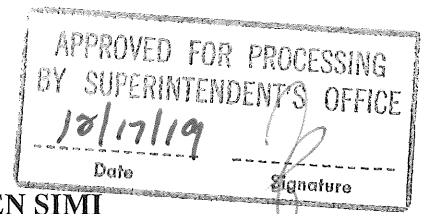
The expenditure for purchase of the markerboards will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education ratify the purchase of markerboards for Crestview Elementary.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, the purchase of markerboards for Crestview Elementary.

Ayes: Blough
LaBelle Noes: 0 Absent: 0 Abstained: 0
White
Jubran
Smollen



TITLE: APPROVAL OF AGREEMENT NO. R20-02722 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC. FOR PREPARATION OF PLANS FOR SITING THREE INTERIM PORTABLE BUILDINGS AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent # 18

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The MPR renovation project at Simi Valley High School requires the use of interim facilities for serving food to students. The District is purchasing three portable buildings for this purpose. The firm of Amador-Whittle Architects, Inc. can provide design services needed for obtaining DSA approval for siting the portable buildings, and is on the list of architectural firms approved by the Board of Education on January 17, 2017.

Fiscal Analysis

Agreement No. R20-02722 (Exhibit "A") is for a **total fixed-fee of \$44,371** for preparation of plans for siting three interim portable buildings at Simi Valley High School.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement No. R20-02722 for preparation of plans for siting three interim portable buildings at Simi Valley High School.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R20-02722 with the firm of Amador Whittle Architects, Inc.

Ayes: Blough
LaBelle
White
Subran
Smollen Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT (PAA)
 AGREEMENT NO. R20-02722
 TO
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is executed by and between Simi Valley Unified School District and Amador Whittle Architects, Inc. ("Architect") as of December 18, 2019.

Whereas, the District entered into a written Agreement A20.043 for On-Going Architect Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Preparation of plans and obtaining DSA approval of the plans for siting 3 new portable buildings at Simi Valley High School for use as interim facilities while the MPR building is being renovated per the attached Proposal (Attachment 1) from Architect dated November 26, 2019.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not applicable to this agreement. The District is purchasing the 3 new portable buildings from Class Leasing.
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Field investigations.
Preparation of plans for the siting of the portable buildings, including references to ADA path-of-travel and accessibility requirements mandated by DSA.
Electrical engineering for provision of power and fire alarm systems.
Construction Administration
DSA Approval for siting the interim portables.

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

Design Disciplines
Design Consultants
Electrical Engineering – J & S Consulting Engineers, Inc.

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

Basic Services Phases	Completion Date
Field Investigations	December 24, 2019
Preparation of plans for submission to DSA	January 30, 2019
Engineering, including electrical power and fire alarm systems design.	January 15, 2019
Construction Administration	As needed
DSA Approval	As required by DSA

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Forty-Four Thousand Three-Hundred and Seventy-One Dollars (\$44,371.00) which includes \$500 for reimbursable printing costs.
7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in Attachment 1.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

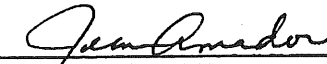
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: _____
Ron Todo

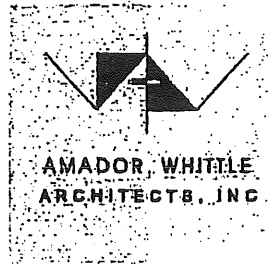
Title: Associate Superintendent, Business & Facilities

Architect
Amador Whittle Architects, Inc.

By: 
Jean Amador, AIA

Title: President

Attachment 1



November 26, 2019

Simi Valley Unified School District
101 West Cochran Street
Simi Valley CA 93065

Attention: Pedro Avila, Director of Facilities and Planning

Project: Temporary placement of Three Modular Buildings at Simi High School

Subject: A/E Fee Proposal

Dear Mr. Avila:

In accordance with your Request for Proposal dated November 11, 2019, Amador Whittle Architects, Inc "AWA" are pleased to provide this proposal for the referenced project.

SCOPE OF WORK

Provide Construction Documents and Project Coordination with governing agencies to facilitate the permitting for temporary placement of three Modular Buildings to Simi High School. This effort is based on the District purchasing three modular manufacturer's stockpiles, built to 2016 building code and required ramps with Pre-Approved DSA Status.

- Two field visits/meetings with users included.
- Siting Plans and obtaining DSA over-the-counter approval for three interim housing classroom portables at location shown on the attached drawing.
- Verification or alterations to existing site and building facilities beyond those noted facilities below for DSA accessibility are additional services - hours as required by DSA Permitting.

We will reference the Site accessibility shown in Simi Valley HS MPR Renovations A03-118786 for Parking POT. We will reference Building K1 for Existing Accessible Boys/Men and Girls/Women Restrooms A03-107076 with acceptance from DSA. Closer restrooms to the proposed temporary modular location are non-conforming for accessibility and will require additional work and services. Drinking Fountain can be revised on outside of Existing Gymnasium.

Amador Whittle Architects, Inc.
November 26, 2019
Page 2 of 2

- Construction Administration Services are provided. Construction Administration is based on the District contracting directly with General Contractor and two months of construction.
- The Structural Engineering is to be provided by the Modular Company. If an additional Structural Engineer is required it will be additional services.
- Civil Engineering is not included at this time. The assumption is the site is relatively level and has proper drainage. In the event a Civil Engineer is required it will be additional services.
- J& S Engineering will provide design for electrical power and fire alarm to the three modular from existing systems. Refer to attached proposal.

PROPOSAL

We propose an Estimated Hourly Fee of forty-four thousand and three hundred and seventy- one dollars (\$ 44,371.50) broken down as follows:

Principal	103 hour's	x	\$ 184.	=	\$18,952.
Architect	88	x	138.	=	12,144.
Designer	45	x	90.	=	4,050.

AWA SUB TOTAL **= \$ 35,146.00**

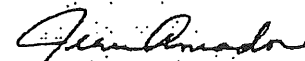
J&S Consulting Engineers **= \$ 8,310.00**

(AWA mark-up 5% on consultants) **= \$ 415.50**

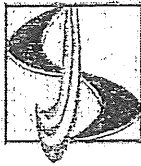
Printing Reimbursements (agencies) **= \$ 500.00**

Grand TOTAL **= \$ 44,371.50**

Sincerely,
AMADOR WHITTLE ARCHITECTS, INC.


Jean A. Amador AIA
Principal

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301
Office 805 530-3938 or (818) 874-0071
www.AWAarchitect.com



ELECTRICAL
ENGINEERS, INC.

November 25, 2019

Proposal # 19-195

Jean Amador
Amador Whittle Architects
17 E. High Street
Moorpark, CA 93021

Re: SIMI HIGH SCHOOL
(3) Modulares

Dear Jean,

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

Following our discussion and review of the plans provided by your office, we have formulated a detailed scope of work. It is as follows:

I. SCOPE OF WORK:

A. Electrical

1. Field Investigation

- a. Field verify each room for FA design requirements and location of existing Fire Alarm devices.
- b. Meet with I.T. to review site signaling system requirements.
- c. Field verify location and routing of existing power lines.
- d. Field verify routing of existing data distribution system
- e. Field verify routing of existing P.A. distribution system.
- f. Field verify routing of existing F.A. cabling.

2. Design

- a. Provide electrical design for temporary connection to (3) modular classroom building. Design to include the following:
 - Underground power feeders to buildings
 - Underground F.A. conduit and cables to buildings
 - Underground P.A. conduit and cables to buildings
 - Underground Data conduit and cables to buildings
 - All required details
 - Specifications
 - Attend DSA back check meeting

II. CONSTRUCTION PHASE SERVICES:

A. Mechanical and Electrical Phase

- 1. Review equipment submittal.
- 2. Review shop drawings.
- 3. Answer R.F.I.'s as requested.
- 4. (1) site visit/meeting\ as appropriate to the stage of construction for this part of the project to verify compliance with the Plan and Specifications.

B. DSA submittal and associated fees.

IV. ENGINEERING FEES:

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

A. Electrical

Field Investigation

Project Engineer (P.E.)	4.0	hrs	@	\$	140.00	=	\$	560.00
Sub-Total								\$ 560.00

Design

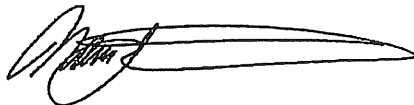
Principal	1.0	hrs	@	\$	160.00	=	\$	160.00
Project Engineer (P.E.)	4.0	hrs	@	\$	140.00	=	\$	560.00
Senior Designer	32.0	hrs	@	\$	120.00	=	\$	3,840.00
CAD	20.0	hrs	@	\$	95.00	=	\$	1,900.00
Clerical	2.0	hrs	@	\$	55.00	=	\$	110.00
Sub-Total								\$ 6,570.00

Construction Phase

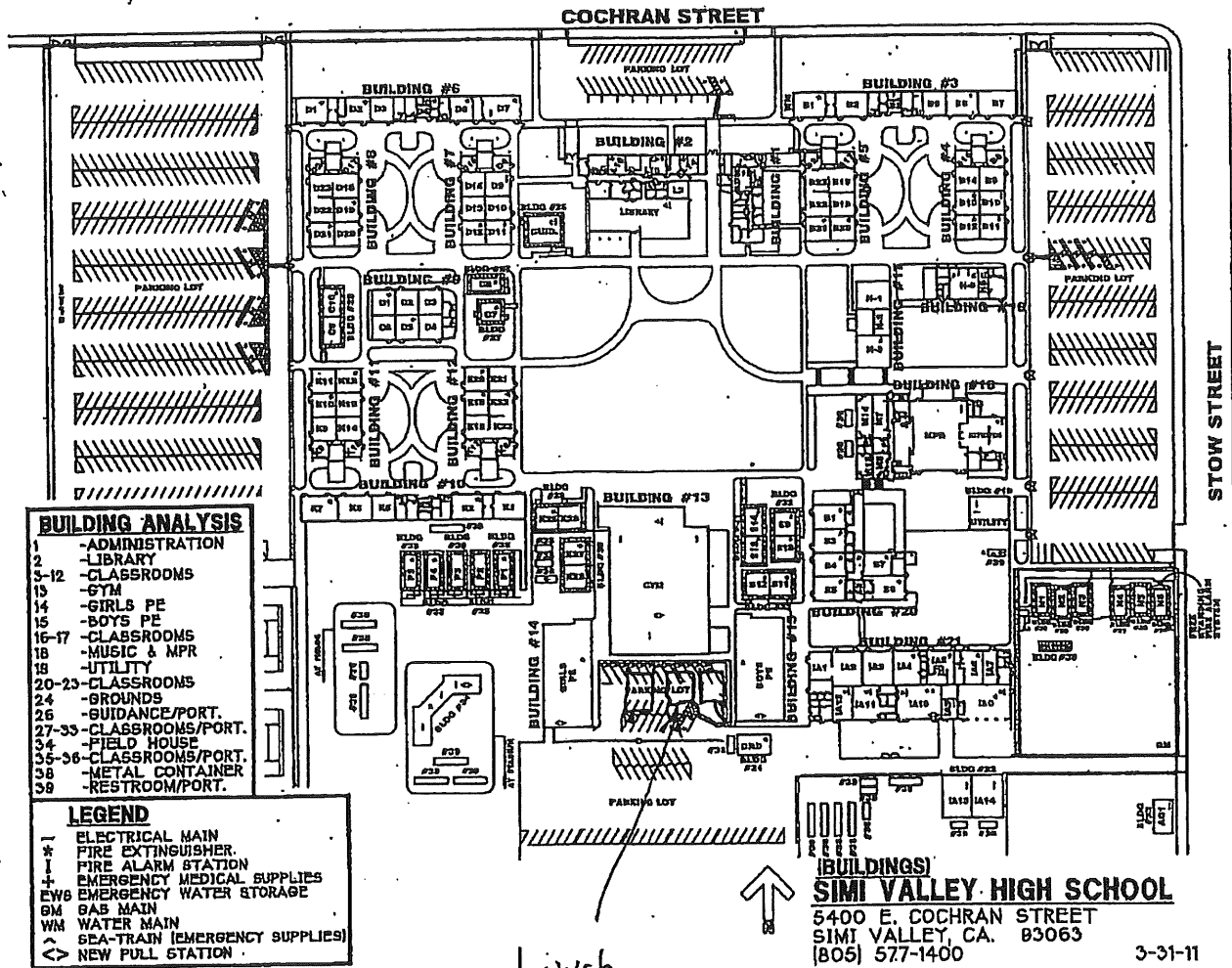
Project Engineer (P.E.)	6.0	hrs	@	\$	140.00	=	\$	840.00
CAD	3.0	hrs	@	\$	95.00	=	\$	285.00
Clerical	1.0	hrs	@	\$	55.00	=	\$	55.00
Sub-Total								\$ 1,180.00
TOTAL								\$ 8,310.00

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

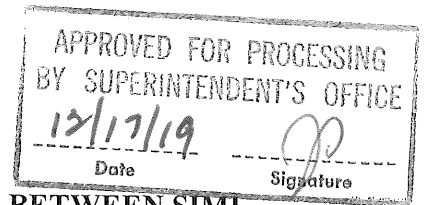
Very truly yours,



Nam Jabbour



Lunch
 Portables



TITLE: RATIFICATION OF AGREEMENT NO. R20-02742 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND GEOCON WEST, INC., FOR ONGOING GEOTECHNICAL SERVICES AND FOR GEOTECHNICAL SERVICES FOR THE NEW CTE BUILDING AT SANTA SUSANA HIGH SCHOOL

Business & Facilities
Consent #20

December 17, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 13, 2017 the Board of Education approved the list of selected firms for on-call geotechnical engineering services for the Measure X Bond Program. Services are needed for design of the new CTE building for Santa Susana High School. The firm of Geocon West, Inc. is on the approved list and can provide the geotechnical engineering services.

Fiscal Analysis

Agreement R20-02742 (Exhibit "A") is for a **total estimated fixed fee of \$15,375.00** for geotechnical engineering services for the new CTE building at Santa Susana High School.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 68 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement R20-02742 with Geocon West, Inc.

Ayes: Blough
LaBelle
White
Subra
Smollen Noes: 0 Absent: 0 Abstained: 0

**AGREEMENT NO. R20-02742 FOR GEOTECHNICAL ENGINEERING
CONSULTANT SERVICES**

AGREEMENT made as of the 9th day of December, 2019,

between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

Geocon West, Inc.
3303 N. San Fernando Blvd., Suite 100
Burbank, CA 91504-2531

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("Consultant Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services for the new CTE building at Santa Susana High School** identified on the attached Proposal from Consultant dated December 6, 2019 (Attachment "A" to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services. "). The "Terms and Conditions for Performance of Services" attached to the Proposal are hereby deleted and replaced by the terms and provisions of this Agreement for Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.
- 1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.6 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.7 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.8 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase.

	<u>Start</u>	<u>Finish</u>
Site Investigation and Preparation Work	12-30-19	1-3-20
Conduct Drill Rig Boring Work	1-3-20	1-6-20
Preliminary Report(s)	1-7-20	1-20-20
Final Report(s)	1-20-20	2-15-20

CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **total estimated fee of Fifteen Thousand Three-Hundred Seventy-Five Dollars (\$15,375.00)** which includes \$2,300.00 for Consultant's provision of subterranean utility locating services per the attached Proposal from Consultant (Attachment "A") from Consultant dated December 6, 2019.

- 1.10 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the fee of the Consultant and any Subconsultant, personnel expenses (including all benefits and burdens), travel for the Consultant, Subconsultants, their employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site(s) of a Project, the District's Administrative Offices and travel within the Counties of Los Angeles, Ventura, Orange, Kern and Santa Barbara. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the Consultant. Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.
- 1.11 **Additional Services.** The services described in this Paragraph are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District's sole discretion: (a) the amount of time expended by personnel of the Consultant or its Subconsultants in providing authorized Additional Services, at the hourly rate(s) set forth in the Schedule of Fees included in Consultant's Proposal (Attachment "A"); or, (b) an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.
- 1.12 **Prevailing Wages.** As required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

- 1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 1.14 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall

within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.

- 1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 1.16 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 1.17 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

- 1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.
- 1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:
- | | |
|---|-----------------------------------|
| Workers Compensation | In accordance with applicable law |
| Employers Liability | \$1,000,000 |
| Commercial General Liability (including coverage for bodily injury, death, and property damage) | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

Professional Liability	
Per Occurrence	\$1,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

ADDITIONAL INSURED ENDORSEMENT (AIE):

1. ISO form "CG 20 10 11 85" or equivalent must be included.
 2. **Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."
 3. For Architects, Engineers, & Surveyors: CD 20 07 04 13 or CG D3 81 09 07 (Travelers Companies).
- 1.20 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 1.22 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 1.23 **Policy Endorsements; Evidence of Insurance.** Consultant 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 insurers 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.
- 1.24 **Indemnity.**
- 1.24.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers,

Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

- 1.24.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

- ☐ when the Project and all close-out obligations are completed.
- ☒ when the District has confirmed that Consultant has properly completed its Scope of Services.
- ☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ () days from the date of award of this Agreement by the District's Board of Trustees.

TERMINATION; SUSPENSION

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

- 1.26 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant 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 prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

- 1.29 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 1.30 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 1.31 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 1.32 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 1.33 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.

1.34 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

1.35 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:
 Simi Valley Unified School District
 101 West Cochran Street
 Simi Valley, CA 93065
 Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Geocon West, Inc.
 3303 N. San Fernando Blvd., Suite 100
 Burbank, CA 91504-2531 Firm name & address
 Attn.: Neal Berliner, President

1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

1.37 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

1.38 **Disputes.**

1.38.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the

arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

- 1.38.3 **Government Code Claims.** Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 1.39 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 1.40 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 1.41 **Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

1.42 **Consultant Contact Information**

Consultant Contact Name: _____

Business Phone: _____

E-mail: _____

Federal Tax ID Number or SSN: _____

**Consultant must provide a W-9 (attached)*

Are you or any of your employees current or former employee of the District?

☐ Yes ☐ No

If yes, state the date you last worked? _____

Are you related to any employee (s) of the District? ☐ Yes ☐ No

If yes, please identify the individuals (s): _____

- 1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved or ratified this Agreement and the provisions hereof.
- 1.44 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 1.45 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo, Associate Superintendent
Business & Facilities

GEOCON WEST, INC.

By: _____
Neal D. Berliner
President

GEOCON
WEST, INC.

Attachment A

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS



Proposal No. LP-2019-525

Revised December 6, 2019

Ms. Malihe Shokouhi
Simi Valley School District
101 W. Cochran Street
Simi Valley, CA 93065

Subject: PROPOSAL FOR GEOTECHNICAL INVESTIGATION
SANTA SUSANA HIGH SCHOOL
PROPOSED CTE BUILDING
3570 E. COCHRAN STREET, SIMI VALLEY, CALIFORNIA

Dear Ms. Shokouhi:

In accordance with your request, Geocon presents this proposal to prepare a geotechnical investigation for the proposed CTE building at Santa Susana High School located at 3570 E. Cochran Street in the City of Simi Valley, California.

DISCUSSION

To aid in preparing this proposal, we have conducted a satellite reconnaissance and have reviewed existing published geologic information as it pertains to the proposed project.

The site is located to the southeast of the existing Auditorium within the Santa Susana High School campus. It is our understanding that the proposed project consists of a new one-story, approximately 3,000 square foot CTE building to be constructed at or near present site grade. The site is currently occupied by an existing single-story structure.

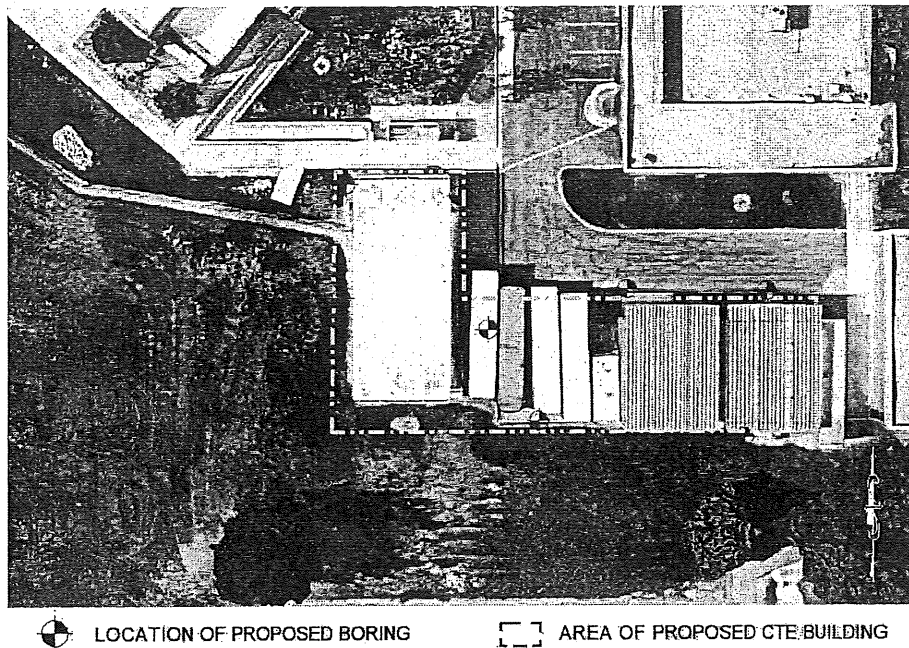
Chapter 16A of the Building Code requires that at least two borings be located within the footprint of the structure, and at least one boring per 5,000 square feet of building area. Therefore, a minimum of two borings are required. If the proposed structure layout changes, additional borings may be needed in order to comply with DSA and CGS Note 48 requirements.

Based on review of geologic maps of the area, we anticipate that the site is underlain by artificial fill soil over Holocene age alluvial fan deposits and Pleistocene age alluvial deposits. A review of the Seismic Hazard Maps of the State of California, Simi Valley East Quadrangle, indicates that the site is not located in an area designated as "Liquefiable". The site is not located within an Alquist Priolo earthquake fault zone for surface fault rupture, and the site is not directly underlain by any known faults or fault-related features. The site is not located within a known groundwater basin.

SCOPE OF WORK

Based on the above discussion and our understanding of the project, we recommend that the scope of the geotechnical investigation consist of the following:

- Review published geologic maps, and other literature pertaining to the sites to aid in evaluating geologic hazards that may be present.
- Coordinate site access for field explorations. Perform a site reconnaissance and pre-mark proposed boring locations.
- Contact Underground Service Alert to delineate public utilities and easements within the site prior to performing drilling operations.
- (Recommended) Retain the services of a private utility locator to evaluate the proposed boring locations for the presence of buried utilities or tanks. This task will be performed in addition to contacting Underground Service Alert to delineate utilities within the site prior to performing drilling operations.
- Excavate nine (9) small diameter test borings utilizing a limited access hollow-stem auger drilling machine. The borings will be advanced to depths between 10 and 20 feet below the ground surface, or refusal. Proposed boring locations are indicated on the Site Plan below. Perform sampling, examine the prevailing soil conditions, determine depth of groundwater, and gather the information necessary for design of the proposed project.
 - *Fees and time associated with required permits, if any, are not included in this proposed fee. Permit fees will be added to our invoice as a reimbursable expense.*
 - *This proposal assumes that the field work can be performed Monday-Friday, 7am-4pm.*



- Backfill and compact boring excavations and restore the ground surface. *It is assumed that all spoils will be backfilled into the boreholes; any excess soils will remain onsite. If encountered, soils suspected to be contaminated will be segregated and placed in 55-gallon drums for analytical testing and disposal. If this is required, the additional work will be performed on a time and materials basis in accordance with our schedule of fees.*
- Perform laboratory tests on selected soil samples to evaluate in-situ density, shear strength, compaction, and expansion characteristics of the prevailing soil conditions. Testing for Water-Soluble Sulfate, Chloride, PH, and Resistivity of the soils for concrete and utility pipe corrosivity design will also be included.
- Prepare a written report presenting our findings, conclusions, and recommendations regarding the geotechnical aspects of developing the project as presently proposed. The report will also include grading specifications, excavation characteristics, foundation, retaining wall, and slab design criteria, and an evaluation of seismic hazards. The report will be suitable for submittal to DSA/CGS and your design professionals. The report will address all requirements of Note 48 and will contain conclusions and recommendations regarding the following:
 - Description of subsurface soil conditions and controlling engineering properties of the encountered materials, boring logs, a plan indicating boring log locations and their elevations relative to the nearest bench mark, and summary of ground water levels if encountered.
 - Discussion of various foundation types that may be considered for the proposed development. Foundation and retaining wall design parameters, allowable vertical and lateral capacities, and expected short term, long term and differential settlements. Allowable passive pressures and coefficient of friction will be provided.
 - Site grading recommendations, suitability of the site soils for use as compacted fill and criteria for backfill soils, including imported fill materials and recommendations to mitigate the effects of expansive soils, if any.
 - Recommendations regarding design and construction of floor slabs and pavements, recommended procedures for subgrade preparation and criteria for subgrade testing during construction. Recommendations for floor slab moisture barriers.
 - Recommendations regarding temporary and permanent excavations, including permissible slope angles, treatments necessary to provide stable slopes and design criteria for bracing or shoring of vertical excavations, if necessary. Excavations adjacent to existing improvements will be addressed.
 - Recommendations regarding temporary and permanent dewatering, if necessary.
 - In addition to the above geotechnical design and construction recommendations, a seismic hazard evaluation will be performed. This evaluation will include the following:
 - Review and evaluation of pertinent information regarding geologic and seismologic information.
 - Determination of the location, extent and seismic characteristics of local and regional faults, and the potential for surface ground rupture to affect the site.
 - Evaluation of expected ground motions from deterministic and probabilistic seismic hazard analysis based on historic earthquake data and existing geologic evidence.

- Determination of effective peak ground accelerations in accordance with the 2019 CBC and Chapter 11 of ASCE 7-16.
- Evaluation of secondary earthquake effects including liquefaction, inundation, earthquake induced settlement and landsliding.

SCHEDULING & COST OF SERVICES

It is anticipated that the geotechnical report can be furnished approximately three to four weeks after completion of exploration; however, pertinent information can be furnished sooner. We propose to perform the scope of work outlined herein on a time and materials basis for an estimated fee of **\$13,075**. The scope also includes the evaluation of soil corrosivity.

All services would be provided in accordance with the enclosed *Schedule of Fees*. No retainer is required; however, the fee will be due 30 days after report delivery. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred. If unanticipated field conditions are encountered that require a significant modification to the recommended scope of work and/or that require an increase to the estimated fee; we would not proceed with the modified scope or increased amount without obtaining your written authorization. The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous or corrosive materials (chemicals) on the site.

We assume that site plans will be provided for our use indicating the locations of all underground utility lines and structures, as well as the location of sensitive natural habitats and/or archaeological sites. We will contact Underground Service Alert (USA) to delineate public utilities within the site prior to performing drilling operations; however, we will not be responsible for damage to any such lines, structures, vegetation, or archaeological sites that are not accurately marked by USA or shown accurately on the plans provided to us.

The client is responsible for accurately delineating the locations of all subterranean structures and utilities. Geocon will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Geocon, and agrees to defend, indemnify, and hold Geocon harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Geocon strongly recommends the use of private utility location, as it can reduce the risk of damaging existing utilities during exploration. This service can be performed for an additional fee of **\$2,300**.

We have prepared this proposal with the understanding that this is *a prevailing wage project*.

In preparing this proposal, we have made every effort to anticipate subsurface conditions and to coordinate with regulatory agency personnel regarding the scope of our investigation. However, regulatory agencies occasionally request additional exploration or clarification to assure that investigations are complete and fully understood by all concerned parties. Responses to letters from the regulatory agencies requiring clarification of our report will be performed at our normal hourly rates. Any additional exploration, addendum letters, or plan review services required following the completion of our report will be billed at our normal hourly rates.

Site observations and testing during construction are not included in the cost of the investigation. These services, when required, will be billed at our normal hourly rates, in accordance with the attached *Schedule of Fees/Term and Conditions*, which is incorporated into and made part of this proposal.

LIMITATIONS

Please carefully review the contents of this proposal and the enclosed *Terms and Conditions for Performance of Services* (Terms), which is incorporated into and made a part of this proposal. If they meet with your approval, execute both copies of the Terms and return both copies to our office. We will then endorse the documents and return one fully executed copy to you. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to the Terms and *Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized. Please note that it is necessary to indicate your project representative agent on the first sheet of the Terms and the address where all Client notices and communications should be sent. If you do not have an in-house representative agent, please indicate a designated agent.

The California Legislature enacted Business & Professions Code §6749, effective January 1, 2001, which requires that all contracts with private entities be set forth in writing, contain certain terms, including a description of the services to be provided, the basis of compensation, the name, address and certificate number of the professional engineer and be signed by the parties before commencement of any work by the engineer. Therefore, the enclosed Terms or the waiver of Business & Professions Code §6749 letter must be signed by Client prior to Geocon's commencement of any work, whatsoever, on the project. For your convenience, a copy of the Business & Professions Code §6749 waiver letter with the actual code text printed on the back is attached to this proposal.

It is mutually agreed between Client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782 and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please be advised that if Geocon is required to provide an immediate defense to Client pursuant to a claim alleging the negligence of Geocon, Client will be billed on a time and materials basis for such defense in accordance with Geocon's Schedule of Fees, and if there is a final determination by a court of competent jurisdiction that a portion of the damages awarded in connection with a claim were caused by or attributable to Geocon, then Geocon shall be obligated to reimburse Client for that portion of the defense costs reasonably incurred by Client which is attributable to the portion of the damages caused by or attributable to Geocon. Notwithstanding the foregoing, under no circumstances shall Geocon be liable for providing an immediate defense to Client for any claim not alleging the negligence or other liability of Geocon.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON WEST, INC.

Petrina Zen

Petrina Zen, PE
Project Engineer



Neal D. Berliner, GE
President

Enclosures: TCPS; 2018 Schedule of Fees; BPC & 6749 Waiver Letter

(EMAIL) Addressee

GEOCON WEST INCORPORATED

3303 N. San Fernando Blvd. #100, Burbank, CA 91504
Tel. 818.841.8388 Fax 818.841.1704

TERMS AND CONDITIONS FOR PERFORMANCE OF SERVICES

THE AGREEMENT

Geocon Project No.: _____

Agreement Date: _____

This Agreement is made by and between Geocon West Incorporated, hereinafter referred to as "Geocon," and, _____, a _____ corporation/LLC/LP (circle one), hereinafter referred to as "Client." The term "Client" includes _____, who is the Client's project representative agent and/or, _____, who is the Client's designated agent for all notices and communications between Geocon and Client. All notices and communications from Geocon to Client are to be addressed to:

Send Invoices to:

Email: _____
Phone: _____
Address: _____

Attention: _____

Send Deliverables to:

Email: _____
Phone: _____
Address: _____

Attention: _____

The Agreement between the parties consists of these Terms, the attached Proposal (LP-2019-525) for Geotechnical Investigation [for] 3570 E. Cochran Street, Simi Valley, CA, dated 12/06/19, and any exhibits or attachments noted in the Proposal.

- A) Geotechnical Investigation and Report: For an estimated fee of \$13,075. Retainer fee of \$N/A.
B) Private Utility Location (recommended): For an estimated fee of \$2,300. Initial if desired _____
D) As-Needed Consultation, Inspection and Testing Services: Hourly (In Accordance with 2018 Schedule of Fees)

SUMMARY OF DOCUMENTS

Client and Geocon agree to perform this contract in accordance with the following contract documents which are incorporated herein by reference and made a part of this contract:

- Exhibit 1: Geocon Proposal
Exhibit 2: Geocon Schedule of Fees/Terms and Conditions
Exhibit 3: Business & Professional Code §6749 Waiver Letter

Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing.

ARTICLE 1 – AGREEMENT

The services provided by Geocon shall be performed in accordance with generally accepted professional practice at the time when, and the place where, the services are rendered. Geocon's services are defined by and limited to those services described in the attached Proposal and Schedule of Fees, which are incorporated by this reference and these Terms and Conditions. Together, the Proposal, Schedule of Fees, and Terms and Conditions form the entire Agreement and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement can only be amended by a written instrument signed by both Client and Geocon. Failure to immediately enforce any provision in this Agreement shall not constitute a waiver of the right to enforce that provision or any other provision.

ARTICLE 2 – SCOPE OF SERVICES

Geocon's services under this Agreement include only those services specified in the Proposal attached hereto as Exhibit 1. Client expressly releases any claim against Geocon relating to any additional services that Geocon recommended, but that Client either did not authorize or instructed Geocon not to perform.

Unless specifically stated otherwise, the Proposal attached hereto does not include surveying the Project Site ("the Site") or precisely identifying sampling, inspection or test locations, depths and elevations. Where applicable, sampling, inspection, test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Geocon will take reasonable precautions to limit damage to the Site due to the performance of services, but Client understands that some damage may necessarily occur in the normal course of services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.

Where applicable, observations and standardized sampling, inspection and testing procedures employed by Geocon will indicate conditions of materials and construction activities only at the precise location and time where and when services were performed.

Client recognizes that actual conditions at the Site, or where applicable, conditions of materials and construction activities at other locations, may vary from those measured or observed by Geocon when performing the services, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Geocon, even if performed on a continuous basis, should not be interpreted to mean that Geocon is observing, verifying, testing or inspecting all materials on the Project. Geocon is responsible only for those data, interpretations, and recommendations based solely on information available to Geocon and will only be valid as of the date of observation. Furthermore, where applicable, Geocon is only responsible for those data, interpretations, and recommendations regarding actual materials and construction activities observed, sampled, inspected or tested. Geocon will not be responsible for other parties' interpretations or use of any information developed by Geocon. However, Geocon may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

ARTICLE 3 – STANDARD OF CARE

Services performed by Geocon under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of services.

ARTICLE 4 – SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the Site for all equipment and personnel necessary for Geocon to perform the work set forth in this Agreement. Client will notify any and all possessors of the Site that Client has granted Geocon free access to the Site.

Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Geocon will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Geocon, and agrees to defend, indemnify, and hold Geocon harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Geocon for any time spent or expenses incurred by Geocon in defense of any such claim, with compensation to be based upon Geocon's prevailing fee schedule and expense reimbursement policy.

Client hereby warrants that if Client knows or has any reason to assume or suspect that hazardous materials may exist at the Site, Client shall furnish or cause to be furnished to Geocon all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of the hazardous condition, material, or waste at, on, or under the Site. If, during site visits, certain conditions are observed that may jeopardize Geocon's (or others) health and safety, such conditions will be brought to the attention of the Client. Geocon will not direct, supervise or control the work of non-Geocon contractors or their subcontractors. Geocon's services will not include a review or evaluation of such contractor's (or subcontractor's) safety measures, and Geocon shall have no responsibility for such work and/or safety at the jobsite regardless of whether Geocon provided safety training services to those parties. Geocon shall be responsible only for its own activities and that of its employees and subcontractors on any site, except where Geocon is specifically retained to perform health and safety review services in which case Geocon's responsibilities are limited to the express scope of those services.

In addition, Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by Geocon for proper performance of its services. Geocon shall be entitled to rely upon Client-provided documents and information in performing the services required under this Agreement; however, Geocon assumes no responsibility or liability for their accuracy or completeness. Client-provided documents will remain the property of the Client.

ARTICLE 5 – MONITORING

If Geocon is retained by Client to provide a site representative for the purpose of monitoring specific portions of the construction work or other field activities as set forth in the Proposal, then this provision applies. For the specified assignment, Geocon will report observations and professional opinions to Client or Client's agent. No action of Geocon or Geocon's site representative can be construed as altering any Agreement between Client and others. Geocon will report to Client or Client's agent any observed work within Geocon's scope of services which, in Geocon's professional opinion, does not conform with plans and specifications. Geocon has no right to reject or stop work of any agent or subcontractor of the Client. Such rights are reserved solely for Client. Furthermore, Geocon's presence on the Site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services.

If Geocon is not retained by Client for the purpose of monitoring construction work or field activities, Geocon will not be held liable or responsible for such activities or for the performance of the completed project. Monitoring of construction work or field activities and the performance of the completed project is and will remain the sole and express responsibility of Client or other party designated by Client. Client hereby agrees to indemnify and hold harmless Geocon from and against any loss or judgment, suffered by Geocon as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Geocon has not been retained.

Geocon will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client. It is mutually understood and agreed by Client and Geocon that Geocon has no control or enforcement ability over any persons or parties who are not employees of Geocon. Geocon does not purport to be, nor is Geocon responsible for any safety precautions or programs incident thereto for such non-employees of Geocon.

ARTICLE 6 – DISCOVERY OF HAZARDOUS CONDITIONS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed Geocon of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Geocon and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Geocon and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Geocon to take immediate measures to protect health and safety. Client agrees to compensate Geocon for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Geocon agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. The Client, if not the owner of the Site, warrants that he has notified the owner of the implications of our services, that the presence or suspected presence of hazardous conditions on the Site may require reporting under federal, state and/or local regulations and, if required, it will be the

owners' responsibility to report this information to the regulatory agencies. Geocon will not assume the responsibility for reporting the presence and release of hazardous materials/wastes/conditions on the Site to regulatory agencies.

Additionally, the Client, if not the owner of the Site, recognizes that the discovery of hazardous conditions or suspected hazardous conditions may result in a significant reduction in value of the Site and has notified the owner(s) of the Site of the potential ramifications of this assessment. The Client also recognizes that this discovery of hazardous conditions or suspected hazardous conditions may spur the Site owner(s), if not the Client or potentially impacted neighboring site owners, to institute action against Geocon, and Client waives any claim against Geocon and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Geocon harmless from any claim, liability, and/or defense costs for injury or loss arising from Geocon's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction in the property's value.

ARTICLE 7 – DISPOSAL OF MATERIAL

It is understood and agreed that, unless specifically negotiated in writing, Geocon is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at the Site, and that Client shall undertake or arrange for, either directly or indirectly through subcontractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at the Site.

Where applicable, Geocon will dispose of remaining soil and rock samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

ARTICLE 8 – CONTRACTOR'S PERFORMANCE

Geocon is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Geocon will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Geocon, has sole responsibility for the safety of persons and property at the Site.

ARTICLE 9 – CONDITIONS OF ASSESSMENT SERVICES

Where applicable, the Client should recognize that any assessment services performed in support of this Agreement shall not be considered and/or construed as a comprehensive site characterization. The findings and conclusions in such reports will be predicated on the information obtained through conducting the services outlined in the written scope of services.

It should also be recognized that the services performed should not be interpreted as a statistical evaluation of the Site, but are rather intended to provide a preliminary indication of impacts to the Site from the possible usage, generation, or release of hazardous contaminants. Also, if no significant indicators of the presence of

hazardous contaminants are encountered during our services, this does not preclude the presence of hazardous contaminants on the Site. A statistical evaluation of the Site would include a comprehensive sampling effort and laboratory analysis program to provide a basis for estimating the potential for the presence of hazardous contaminants with a numerical confidence value.

The services shall only be deemed conclusive with respect to the tasks performed and the information obtained. No guarantee of the results of the services is implied within this contract.

ARTICLE 10 – CHANGED CONDITIONS

If Geocon discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Geocon will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within thirty (30) days after the notice, Geocon may terminate this Agreement and be compensated as set forth herein in Article 14, "Termination."

ARTICLE 11 – CERTIFICATIONS

Client will not require Geocon to execute any certification regarding services performed or work tested or observed unless: 1) Geocon believes that it has performed sufficient services to provide a sufficient basis to issue the certification; 2) Geocon believes that the services performed and work tested or observed meet the criteria of the certification; and 3) Geocon has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Geocon is limited to the expression of a professional opinion based upon the services performed by Geocon, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Geocon signing a certification.

ARTICLE 12 – OWNERSHIP AND LIMITATIONS OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that Geocon has been fully paid for its services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from Geocon's efforts on the project, for purposes reasonably contemplated by the parties. Geocon shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to Client. Client shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by Geocon. Geocon retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its services.

The information contained in reports generated by Geocon is only valid as of the date of issue and as the information relates to the Site and services performed. The information presented in the reports must not be relied upon for purposes other than those conveyed therein. Other parties relying on the information contained in the reports are subject to the terms and conditions of this contract.

Re-use of any material described by Client, including provision or publication to third parties, on extensions of this project or on any

other project without Geocon's written authorization shall be at Client's and third parties' risk, and Client agrees to indemnify, defend, and hold harmless Geocon from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized re-use to the fullest extent permitted under California law.

ARTICLE 13 – BILLING AND PAYMENT

Client will pay Geocon in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to Client by Geocon, and will be due and payable upon presentation. Payment shall not be contingent upon Client's compensation for these services from their client or other third party. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay, when due, that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is higher) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule. In the event Client fails to pay Geocon within sixty (60) days after invoices are rendered, Client agrees that Geocon will have the right to declare Client in major breach of this contract and cease all work on the project. At Geocon's option, Geocon may waive said major breach upon payment by Client of all arrearages and outstanding invoices.

ARTICLE 14 – TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Geocon will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

If Geocon for any reason does not complete all of the services contemplated by this Agreement, Geocon cannot be responsible for the accuracy, completeness, or workability of the contract documents prepared by Geocon if used, changed, or completed by Client or by another party. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Geocon harmless from any and all claims, liability, or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising or allegedly arising from such use, completion, or any unauthorized changes made by any party to any contract documents prepared by Geocon pursuant to this Agreement.

ARTICLE 15 – RISK ALLOCATION

Many risks potentially affect Geocon by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by Geocon. In order for Client to obtain a lower fee from Geocon, among other benefits, and in order for Geocon to reduce its residual risk created by providing services to Client, Client and Geocon agree as follows:

1. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above;
2. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions; and
3. Client understands that dollar limits higher than those indicated may be available. If Client wishes to discuss other limits, and the resulting impact on Geocon's retained risk and fee, Client shall so notify Geocon in writing. If Client fails to issue such notification prior to accepting this Agreement, through signature or, without signature, by verbally or in writing authorizing Geocon to commence services, Client shall be deemed to have accepted the limits indicated above.

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The Parties also agree that Client will not seek damages in excess of limitations indirectly through suits with other parties who may join Geocon as a third party, nor by an award or attorneys' fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. "Parties" means Client and Geocon and their partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants.

Both Client and Geocon agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement. This provision takes precedence over any conflicting provisions of this Agreement.

ARTICLE 16 – INDEMNIFICATION

If any claim is brought against Geocon, its employees, agents, and subcontractors and/or Client by a third party, relating in any way to the services, the contribution and indemnification rights and obligations of Geocon and Client, subject to Article 15 entitled "Risk Allocation," such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of Geocon caused any damage, injury, or loss claimed by the third party, then Geocon and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees, and other contractors); and
2. Unless Geocon was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, Client shall indemnify Geocon against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

Notwithstanding the foregoing, for any claim alleging Geocon's negligent performance of professional services, Geocon's obligations regarding Client's defense under this Section shall be limited solely to the reimbursement of Client's reasonable defense costs incurred, in proportion to the extent determined by a trier of fact to have been *actually caused* by the negligence or willful misconduct of Geocon.

ARTICLE 17 – THIRD PARTY RELIANCE

If Client requests that Geocon's work product be relied upon by a third party, including, but not limited to, a lender, Client specifically agrees to provide the third party with a copy of these terms and conditions and Geocon's Reliance Letter template (to be furnished upon request) and Client agrees to limit Geocon's total liability to Client and any third party as described in the section entitled "Risk Allocation" above. Furthermore, Client agrees to defend and indemnify Geocon from any and all third party claims, damages, costs, and losses arising out of or in any way related to such third party's reliance on the services that are the subject of this Agreement, per the above-referenced sections entitled "Risk Allocation" and "Indemnification." Any third party which accepts Geocon's work product does so under the strict understanding that the third party is bound by all provisions in these Terms and Conditions including, but not limited to, the provisions of the "Risk Allocation" and "Indemnification" sections above, and this section, as though the third party was a signatory thereto. In addition, every report, recommendation, finding, or conclusion issued by Geocon shall be subject to the limitations stated therein.

ARTICLE 18 – INSURANCE

Geocon and Client agree to maintain during the performance of the services: (1) statutory Worker's Compensation coverage, (2) Commercial General Liability coverage in the sum of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (3) Automobile Liability insurance coverage in the sum of not less than \$1,000,000 single limit.

ARTICLE 19 – PREVAILING WAGE OBLIGATIONS

Client shall notify Geocon in writing if the work subject to this Agreement constitutes a "public work" under any and all federal, state, and/or local prevailing wage laws, and/or living wage laws and/or ordinances, including, but not limited to, the Davis-Bacon Act and the provisions of California Labor Code § 1720 et seq. In addition, Client shall notify Geocon if Geocon is obligated by statute, any public contracting authority, and/or a developer to pay prevailing wages and benefits and/or any other predetermined wages or benefits (collectively, "prevailing wage obligations"). In the event that Geocon must adhere to federal, state, and/or local prevailing wage obligations for work performed, Client shall provide Geocon with any and all prevailing wage determinations applicable to the work to be performed by Geocon. Client understands and agrees that Geocon's fee for work performed under this Agreement will be calculated, in part, on the basis of representations by Client regarding the existence and amount of any and all prevailing wage obligations and that, if such obligations exist, Geocon's fee might be different. Client shall also be responsible for informing Geocon within ten (10) days of commencement of work whether certified payroll records are required to be submitted. Client further understands and agrees that Geocon will rely on the representations made by Client with regard to prevailing wage obligations and Client agrees to defend, indemnify and hold harmless Geocon against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including but not limited to, reasonable attorneys' fees and all legal expenses and fees, fines, penalties, or sanctions, arising from Geocon's reliance upon Client's representations regarding prevailing wage obligations.

ARTICLE 20 – ASSIGNMENTS

Neither party to this Agreement shall assign its rights, duties, and obligations hereunder without the prior written consent of the other party.

ARTICLE 21 – CONFIDENTIALITY

Geocon, upon Client's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by Client.

ARTICLE 22 – DELAYS

In the event that Geocon field or technical work is interrupted due to causes outside of its control, Geocon shall be equitably compensated (in accordance with Geocon's current schedule of fees and conditions) for the additional labor, equipment, and other charges associated with maintaining its workforce and equipment available during the interruption, or at the option Client, for such similar charges that are incurred by Geocon for demobilization and subsequent remobilization. In no event shall Geocon be required to maintain a field force in stand-by status in the field for a period of five (5) calendar days.

ARTICLE 23 – MEDIATION/ARBITRATION

In an effort to resolve any conflicts (*other than payment disputes*) that arise during the design and construction of the Project or following the completion of the Project, arising out of or relating to this contract, or the breach thereof, which cannot be settled through direct discussions, Client and Geocon agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation administered by J.A.M.S. or the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by J.A.M.S. or the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The Parties agree to share the mediator's and arbitrator's fees equally. If the dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs. The prevailing party in any arbitration may, in the arbitrator's discretion, be entitled to an award of attorneys' fees incurred in arbitrating the dispute.

The Client and Geocon further agree to include a similar mediation/arbitration provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

ARTICLE 24 – FAIR CONSTRUCTION

This Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes.

ARTICLE 25 – GOVERNING LAW, WAIVER AND SURVIVAL

The law of the State of California will govern the validity of these Terms, their interpretation and performance.

Waiver by either party of any breach of this Agreement, will not constitute a waiver of any subsequent breach of the same or any other provision.

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this Agreement for any cause.

The parties have read or had the opportunity to read the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, completely understand the terms, and willingly enter into this Agreement which will become effective on the date signed below by client.

ACKNOWLEDGMENT

CLIENT: _____

Authorized By: _____

Print Name: _____

Title: _____

Date: _____

GEOCON WEST INCORPORATED

Authorized By: _____

Print Name: _____

Title: _____

Date: _____



2018 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$80/hr.
Engineering Assistant/Lab Technician.....	90/hr.
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*75/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*80/hr.
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*95/hr.
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*105/hr.
Staff Engineer/Geologist.....	*105/hr.
Project Engineer/Geologist	*130/hr.
Senior Project Engineer/Geologist	*140/hr.
Senior Engineer/Geologist	*160/hr.
Associate Engineer/Geologist.....	*190/hr.
Principal Engineer/Geologist/Litigation Support.....	250/hr.
Deposition or Court Appearance.....	400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am w/ 8-Hr minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$25/Hr.

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem)	\$200/day
Vehicle Mileage	0.60/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge	\$10/Hr.	55-Gallon Drum	65/ea.
Sand Cone Testing Equipment.....	10/Hr.	Visqueen (6 mil 20X100').....	135/roll
Vehicle.....	10/Hr.	Traffic Cones/Barricades	35/day
Special Inspection Equipment	5/Hr.	TPHg(EPA 8015B)	70/ea.
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.).....	20/bag	TPHd/TPHmo.....	(EPA 8015M) 75/ea.
GPS Unit.....	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea.
Pick-up Truck	125/day	Methanol and/or Ethanol (EPA 8015M)	110/ea.
Direct-Push Rig/Operator	165/190(PW)*/hour	Volatile Organic Compounds	(EPA 8260B) 110/ea.
Direct-Push Sample Liner.....	10/ea.	Semi-Volatile Organic Compounds.....	(EPA 8270) 180/ea.
Hand-Auger	40/day	PAHs (EPA 8270SIM)	160/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	CAM 17 Metals (EPA 6010B)	170/ea.
Bailer (Reusable)	33/day	Single Metal	(EPA 6010B) 20/ea.
Bailer (Disposable)	15/ea.	Hexavalent Chrome (EPA 7199)	60/ea.
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea.
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea.
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea.
Interface Probe	85/day	PCBs (EPA 8082)	75/ea.
Photo-Ionization Meter	125/day	Soil pH (EPA 9045C).....	20/ea.
Combustible Gas Meter	125/day	WET or TCLP Extraction	75/ea.
pH/Conductivity/Temperature Meter	50/day	EPA 5035 Sample Kits	25/ea.
Turbidity Meter	80/day	Asbestos (PLM)	20/ea.
Air Sampling Pump	80/day	Asbestos (400-point count).....	45/ea.
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	175/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	100/day	72-hour Turnaround Time	40% surcharge
Distilled Water (5-gallon)	15/ea.		

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$190/ea.
(D698/D1557/T99/T108) 6-inch mold.....	205/ea.
(CT 216) California Impact	205/ea.
Check Point.....	90/ea.
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	50/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	100/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$285/ea.
(D2844/CT301) Resistance Value, Treated	290/ea.
(D1883) California Bearing Ratio	530/ea.
(C977) Stabilization Ability of Lime	185/ea.
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	105/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$135/ea.
(D4972/T289) pH Only	30/ea
(CT417) Sulfate Content.....	95/ea.
(CT422) Chloride Content	55/ea.
(D2974) Organic Content	45/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall.....	260/ea
(D2434) Permeability, Constant Head.....	280/ea
(D2434) Permeability, FHA Slab-on-Grade	110/ea
(D2434) Permeability, Hourly	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	270/ea
(D2435/T216) Consolidation Additional Point w/ Unload	45/ea
(D4546) Swell/Compression Testing & Density	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) ..	85/ea
(D4546) Swell/Settlement Testing & Density (County)	100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	90/ea
(D4829) Expansion Index of Soils.....	160/ea

STEEL TESTINGReinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$80/ea
#14 Bar	110/ea
#18 Bar (Proof Test)	120/ea
(A370) Bend Test	
#11 Bar & Smaller	\$30/ea
#14 & #18 Bar	50/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller	\$150/ea
#14 Bar & Larger	190/ea
(A370) Tensile - Electric Resist. Butt Splice w/ Control	150/ea
(A370) Straightening of bar (if required)	25/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$80/ea
200,000 - 300,000 lbs.....	100/ea
300,000 - 400,000 lbs.....	120/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire.....	\$110/ea
(A416) Tensile Strength, 7-Wire Strand	175/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$155/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash....	150/ea.
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash....	110/ea.
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash....	85/ea.
(C117/D1140/T11) Materials Finer than #200.....	60/ea.
(D2216/T265/CT226) Moisture Content.....	30/ea
(D2487/D2488) Visual Soil Classification.....	30/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method	45/ea
(D4943) Shrinkage Factors of Soils, Wax Method	55/ea
(C131/C535/CT211) L.A. Abrasion Resistance.....	\$220/ea
(C142/T112) Clay Lumps and Friable Particles.....	170/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles.....	245/ea
(D3744/CT229/T210) Durability Index Fine	190/ea
(D3744/CT229/T210) Durability Index Coarse	225/ea
(CT227) Cleaness Value	170/ea
(D4791) Flat & Elongated Particles	165/ea
(D693/CT205) Percent Crushed Particles	145/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate..	140/ea
(C40/CT213/T21) Organic Impurities.....	75/ea
(C235) Soft Hardness (Scratch Hardness)	100/ea
(C88/CT214/T104) Sulfate Soundness	410/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate....	135/ea
(C127/CT206/T85) Coarse Specific Gravity.....	115/ea
(C128/CT207/T84) Fine Specific Gravity.....	135/ea
(D854/CT209/T100) Specific Gravity of Soil.....	105/ea
(C29/CT212/T19) Unit Weight & Percent Voids	90/ea
(D2419/CT217/T176) Sand Equivalent	95/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) ..	155/ea
(D4318/CT204/T89) Liquid Limit.....	70/ea
(D4318/CT204/T90) Plastic Limit.....	70/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete... Quote	

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100/ea
(D3080/T236) Direct Shear (3 points)	250
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass....	75/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged.....	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear	375/ea
(EM1110) Consolidated-Drained Triaxial Staged.....	480/ea

MASONRY**Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption.....	\$195
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	65/ea
(C140) Compression Test	195
(C140) Compression Test (ea. addtl. specimen)	65/ea
(C426) Linear Drying Shrinkage.....	285
(C109/UBC 21-16) Mortar Cylinder (2"x4")	30
(C942) Grout Prism (3"x3"x6"), trimming included.....	35

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16"	\$165/ea
(C1314) 8"x16"x16" - 10"x12"x16"	180/ea
(C1314) 12"x12"x16" - 12"x16"x16"	235/ea
(C1314) Larger than 12"x16"x16"	Quote

LABORATORY TESTS* (CONTINUED)High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts	\$70/ea
(A563) Proof Load Test on Nuts	70/ea
(A325/A490) Hardness Test on Bolts	30/ea
(A536) Hardness Test on Nuts	30/ea
(F436) Hardness Test on Washers	25/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination	Quote
Machining & Prep of Test Specimen	Cost + 20%
(E381) Macrotest Test (3 Faces)	\$355

ASPHALT TESTINGAsphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA	\$90/ea
(D1560/CT366) Stabilometer Value (HVEEM)	105/ea
(D2041) Theoretical Max Specific Gravity	75/ea
(D5444) Sieve Analysis of Extracted Asphalt	150/ea
(D6307/CT382) Percent Asphalt, Ignition Method	150/ea
(D1188) Unit Weight of Asphalt Core	65/ea

MISCELLANEOUS TESTING SERVICESCalibration of Hydraulic Ram:

100 Ton & Under	\$200/ea
101 Tons – 200 Tons	250/ea

Use of Universal Testing Machine:

UTM with One Operator	\$320/ea
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness	\$90/ea
---	---------

Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water	\$225
(C67) 5-Hour Absorption, Boiling Water	\$225
(C67) Compression Test or Modulus of Rupture	\$255
(C67) Each Additional Specimen	45/ea

CONCRETE**Mix Designs:

(ACI211/ACI214) Concrete Mix Design	\$175/ea
(ACI211/ACI214) Review of Concrete Mix Design	190/ea
(C192) Concrete Trial Mix (includes equipment & labor)	495/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.	\$30/ea.
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core	50/ea.
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.	165/ea.
(C174) Length Measuring of Drilled Cores	55/ea.
(C1140) Shotcrete Panel-Coring & Testing (Set of 3)	290.
(C1140) Shotcrete Panel (each addtl. specimen)	90/ea.
(C496) Static Modulus of Elasticity	200/ea.
(C496) Drying Shrinkage (Set of 3, up to 28 days)	395
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor	50/ea
--	-------

2X Surcharge on rush turn-around for laboratory testing.***Fee applies for sample storage, testing, or disposal.**

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$200.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.

Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



2018 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$80/hr.
Engineering Assistant/Lab Technician.....	90/hr.
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*75/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*80/hr.
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*95/hr.
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*105/hr.
Staff Engineer/Geologist.....	*105/hr.
Project Engineer/Geologist	*130/hr.
Senior Project Engineer/Geologist.....	*140/hr.
Senior Engineer/Geologist	*160/hr.
Associate Engineer/Geologist.....	*190/hr.
Principal Engineer/Geologist/Litigation Support.....	250/hr.
Deposition or Court Appearance.....	400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am w/ 8-Hr minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite).....	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$25/Hr.

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$200/day
Vehicle Mileage	0.60/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge	\$10/Hr.	55-Gallon Drum	65/ea.
Sand Cone Testing Equipment.....	10/Hr.	Visqueen (6 mil 20X100').....	135/roll
Vehicle.....	10/Hr.	Traffic Cones/Barricades	35/day
Special Inspection Equipment	5/Hr.	TPHg(EPA 8015B)	70/ea.
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.).....	20/bag	TPHd/TPHmo.....	(EPA 8015M) 75/ea.
GPS Unit.....	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea.
Pick-up Truck	125/day	Methanol and/or Ethanol (EPA 8015M)	110/ea.
Direct-Push Rig/Operator	165/190(PW)* /hour	Volatile Organic Compounds	(EPA 8260B) 110/ea.
Direct-Push Sample Liner.....	10/ea.	Semi-Volatile Organic Compounds.....	(EPA 8270) 180/ea.
Hand-Auger	40/day	PAHs (EPA 8270SIM)	160/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	CAM 17 Metals (EPA 6010B)	170/ea.
Bailer (Reusable)	33/day	Single Metal	(EPA 6010B) 20/ea.
Bailer (Disposable)	15/ea.	Hexavalent Chrome (EPA 7199)	60/ea.
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea.
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea.
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea.
Interface Probe	85/day	PCBs (EPA 8082)	75/ea.
Photo-Ionization Meter	125/day	Soil pH (EPA 9045C).....	20/ea.
Combustible Gas Meter	125/day	WET or TCLP Extraction	75/ea.
pH/Conductivity/Temperature Meter	50/day	EPA 5035 Sample Kits	25/ea.
Turbidity Meter	80/day	Asbestos (PLM)	20/ea.
Air Sampling Pump	80/day	Asbestos (400-point count).....	45/ea.
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	175/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	100/day	72-hour Turnaround Time	40% surcharge
Distilled Water (5-gallon)	15/ea.		

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$190/ea.
(D698/D1557/T99/T108) 6-inch mold.....	205/ea.
(CT 216) California Impact	205/ea.
Check Point.....	90/ea.
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	50/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	100/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$285/ea.
(D2844/CT301) Resistance Value, Treated	290/ea.
(D1883) California Bearing Ratio	530/ea.
(C977) Stabilization Ability of Lime.....	185/ea.
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	105/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$135/ea.
(D4972/T289) pH Only	30/ea
(CT417) Sulfate Content.....	95/ea.
(CT422) Chloride Content.....	55/ea.
(D2974) Organic Content	45/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall.....	260/ea
(D2434) Permeability, Constant Head.....	280/ea
(D2434) Permeability, FHA Slab-on-Grade	110/ea
(D2434) Permeability, Hourly	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	270/ea
(D2435/T216) Consolidation Additional Point w/ Unload.....	45/ea
(D4546) Swell/Compression Testing & Density	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85/ea
(D4546) Swell/Settlement Testing & Density (County).....	100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	90/ea
(D4829) Expansion Index of Soils.....	160/ea

STEEL TESTINGReinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$80/ea
#14 Bar	110/ea
#18 Bar (Proof Test)	120/ea
(A370) Bend Test	
#11 Bar & Smaller.....	\$30/ea
#14 & #18 Bar	50/ea

(A370) Tensile - Mechanically Spliced Bar

#11 Bar & Smaller.....	\$150/ea
#14 Bar & Larger.....	190/ea

(A370) Tensile - Electric Resist. Butt Splice w/ Control 150/ea

(A370) Straightening of bar (if required)..... 25/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$80/ea
200,000 - 300,000 lbs.....	100/ea
300,000 - 400,000 lbs.....	120/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire.....	\$110/ea
(A416) Tensile Strength, 7-Wire Strand.....	175/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$155/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash....	150/ea.
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash....	110/ea.
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash....	85/ea.
(C117/D1140/T11) Materials Finer than #200.....	60/ea.
(D2216/T265/CT226) Moisture Content.....	30/ea
(D2487/D2488) Visual Soil Classification.....	30/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method	45/ea
(D4943) Shrinkage Factors of Soils, Wax Method	55/ea
(C131/C535/CT211) L.A. Abrasion Resistance.....	\$220/ea
(C142/T112) Clay Lumps and Friable Particles.....	170/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles.....	245/ea
(D3744/CT229/T210) Durability Index Fine	190/ea
(D3744/CT229/T210) Durability Index Coarse	225/ea
(CT227) Cleaness Value	170/ea
(D4791) Flat & Elongated Particles	165/ea
(D693/CT205) Percent Crushed Particles	145/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate... 140/ea	
(C40/CT213/T21) Organic Impurities.....	75/ea
(C235) Soft Hardness (Scratch Hardness)	100/ea
(C88/CT214/T104) Sulfate Soundness	410/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate... 135/ea	
(C127/CT206/T85) Coarse Specific Gravity.....	115/ea
(C128/CT207/T84) Fine Specific Gravity.....	135/ea
(D854/CT209/T100) Specific Gravity of Soil.....	105/ea
(C29/CT212/T19) Unit Weight & Percent Voids	90/ea
(D2419/CT217/T176) Sand Equivalent	95/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	155/ea
(D4318/CT204/T89) Liquid Limit.....	70/ea
(D4318/CT204/T90) Plastic Limit.....	70/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete... Quote	

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100/ea
(D3080/T236) Direct Shear (3 points)	250
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass....	75/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged.....	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear	375/ea
(EM1110) Consolidated-Drained Triaxial Staged.....	480/ea

MASONRY**Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption.....	\$195
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	65/ea
(C140) Compression Test	195
(C140) Compression Test (ea. addtl. specimen)	65/ea
(C426) Linear Drying Shrinkage.....	285
(C109/UBC 21-16) Mortar Cylinder (2"x4")	30
(C942) Grout Prism (3"x3"x6"), trimming included.....	35

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16"	\$165/ea
(C1314) 8"x16"x16" - 10"x12"x16"	180/ea
(C1314) 12"x12"x16" - 12"x16"x16"	235/ea
(C1314) Larger than 12"x16"x16"	Quote

LABORATORY TESTS* (CONTINUED)High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$70/ea
(A563) Proof Load Test on Nuts	70/ea
(A325/A490) Hardness Test on Bolts.....	30/ea
(A536) Hardness Test on Nuts.....	30/ea
(F436) Hardness Test on Washers	25/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces)	\$355

ASPHALT TESTINGAsphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA	\$90/ea
(D1560/CT366) Stabilometer Value (HVEEM)	105/ea
(D2041) Theoretical Max Specific Gravity	75/ea
(D5444) Sieve Analysis of Extracted Asphalt	150/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	150/ea
(D1188) Unit Weight of Asphalt Core.....	65/ea

MISCELLANEOUS TESTING SERVICESCalibration of Hydraulic Ram:

100 Ton & Under.....	\$200/ea
101 Tons – 200 Tons	250/ea

Use of Universal Testing Machine:

UTM with One Operator	\$320/ea
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness	\$90/ea
---	---------

Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$225
(C67) 5-Hour Absorption, Boiling Water	\$225
(C67) Compression Test or Modulus of Rupture.....	\$255
(C67) Each Additional Specimen.....	45/ea

CONCRETE**Mix Designs:

(ACI211/ACI214) Concrete Mix Design	\$175/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	190/ea
(C192) Concrete Trial Mix (includes equipment & labor)....	495/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core....	50/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.	165/ea
(C174) Length Measuring of Drilled Cores	55/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3)	290
(C1140) Shotcrete Panel (each addtl. specimen).....	90/ea
(C496) Static Modulus of Elasticity.....	200/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	395
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	50/ea
---	-------

2X Surcharge on rush turn-around for laboratory testing.***Fee applies for sample storage, testing, or disposal.**

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$200.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.

Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$200,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.