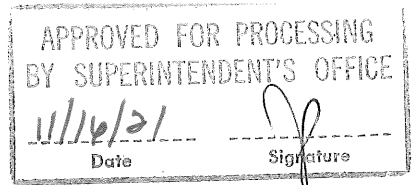


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BOARD APPROVED ITEMS
FOR THE
11.16.21 BOE MEETING**



**TITLE: RATIFICATION OF AGREEMENT NO. R22-02007 SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND TAO ROSSINI, A PROFESSIONAL
CORPORATION FOR LEGAL SERVICES FOR THE BOND PROGRAM**

Business & Facilities
Consent #4

November 16, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District is in the process of obtaining additional legal services to assist with the Bond program.

Staff recommends approval of Agreement No. R22-02007.

Fiscal Analysis

Estimated at \$100,000.00 for the period of October 27, 2021 – June 30, 2024 (Exhibit A).

Recommendation

It is recommended the Board of Education approve Agreement R22-02007, Tao Rossini, A Professional Corporation, legal services for the Bond Program.

On motion# 78 of Trustee Blough, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education ratified, by a Roll-Call Vote, of agreement no. R22-02007 Simi Valley Unified School District and Tao Rossini, a Professional Corporation for Legal Services for the Bond Program.

Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstain: 0
Kagdasaryan
Blough
Jubran

AGREEMENT FOR SPECIAL SERVICES**I. PARTIES**

This Agreement for Special Services (the "Agreement") is made this 27 day of October, 2021, between TAO ROSSINI, A PROFESSIONAL CORPORATION, hereinafter referred to as the "Law Firm," and SIMI VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "Client."

II. RECITALS; PURPOSE; MATTERS

Client desires to retain and engage the Law Firm to perform facilities related legal services on Client's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement.

The Law Firm agrees to provide such services to Client, including representation in facilities and court proceedings, as requested by Client. The place and time for such services are to be designated by the Superintendent of Client or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three years, commencing October 27, 2021 through June 30, 2024. Client hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$380.00
Partners/Senior Counsel	\$325.00
Senior Associates	\$300.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$225.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$200.00
Paralegals/Legal Assistants	\$200.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by Client.

B. In addition, Client hereby agrees to pay for reimbursable expenses and operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging Client for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to Client or while providing legal services at Client, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from Client by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of Client in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. Client agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of Client including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent Client.

H. Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as Client's attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from Client shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for Client;

3. Upon the failure of Client to perform any of Client's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of Client to perform any of Client's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of Client.

J. In the event that the Law Firm ceases to perform legal services for Client as hereinabove provided, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, Client agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, Client will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

IV. CONSENT TO JOINT REPRESENTATION

Client acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide Client with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to Client, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. Client acknowledges that it is often in the best interest of Client for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of Client hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and Client.

V. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send Client periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help Client with daily legal concerns. The Law Firm will send those and other additional service notices to Client via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep Client administrators apprised of

important legal changes. By execution of this Agreement, Client and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

VI. CONFLICTS

In undertaking representation, the Law Firm has noted that the Law Firm represents many school districts and county offices of education in California. As a result, there is a possibility of conflict with other clients, present or future, where they may ask for the Law Firm to take a position that is adverse to the Client's. While, as a matter of good professional and business relations, the Law Firm often declines such representation, the Client understands and agrees that the Law Firm will be under no restrictions, during the course of our representation of the Client, or thereafter, to represent any existing or future clients in any matter, including without limitation the prosecution or defense of litigation in which such clients are, or may be adverse to the Client, provided that such matter is not specifically related to the matter in which the Law Firm is representing the Client and does not require the Law Firm to use confidential information that the Law Firm acquired from the Client while working on the Client's behalf.

VII. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

VIII. NOTICES

All notices or demands to be given under this Agreement by either Party to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the Parties are as follows:

To the Client:

Simi Valley Unified School District
 Attn: Ron Todo
 Assistant Superintendent, Business Services
 101 West Cochran Street
 Simi Valley, CA. 93065
 Telephone: (805) 306-4500
 e-mail: ron.todo@simivalleyusd.org

To the Law Firm:

Tao Rossini, A Professional Corporation
 Attn: Martin Hom
 921 North Harbor Blvd., Suite 408
 La Habra, CA 90631
 Telephone: (714) 761-3007
 Email: mhom@taorossini.com

IX. DURATION

This Agreement shall be effective October 27, 2021, through June 30, 2024, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

X. SUCCESSOR ENTITIES

This Agreement may be assigned and transferred to any successor entity of the Law Firm as long as the majority of the Law Firm's shareholders', partners', and/or corporate officers' interests are the same for both entities. The Client agrees that the Assistant Superintendent, Business Services is authorized to sign an new agreement with the successor entity.

XI. EXECUTION DATE

This Agreement is entered into this 27th day of October 2021.

"Law Firm"

TAO ROSSINI, A PROFESSIONAL CORPORATION

Dated: Oct. 27, 2021

By:



MARTIN HOM, SHAREHOLDER

"CLIENT"

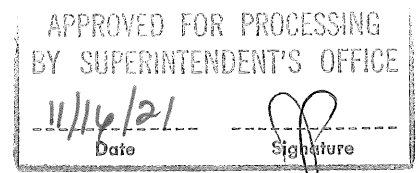
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Dated: 10/27/2021

By:



RON TODO, ASSISTANT SUPERINTENDENT,
 BUSINESS SERVICES



TITLE: APPROVAL OF AGREEMENT NO. R22-02047 AND MOLLENHAUER GROUP CIVIL, INC. FOR SURVEYING AND RADAR UTILITY SURVEY AT SANTA SUSANA HIGH SCHOOL

Business & Facilities
Consent #5

November 16, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education ratified Ongoing Services Agreement A17.322 for ongoing civil engineering services with the firm of Mollenhauer Group Civil, Inc. Topographic surveying and utility locating are needed for the Sports Field and Quad projects at Simi Valley High School.

Fiscal Analysis

The estimated cost for Agreement No. R22-02047 (Exhibit "A") is a not-to-exceed fee of \$57,175.00. The actual cost will be based on the surveying and utility services performed.

These services will be funded by Measure X.

Recommendation

This item is presented for Board of Education approval.

On a motion # 78 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Agreement No. R22-02047 with Mollenhauer Group, Civil, Inc.

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

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A17.322

**SURVEY AND UTILITY DETECTION AT SANTA SUSANA HIGH SCHOOL
, REQUISITION R22-02047**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on or about November 16, 2021.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

- 1. Assigned Project Description.** The Assigned Project is described as follows:

Survey and Utility Detection at Santa Susana High School. as further described in the attached Proposal from Engineer dated October 28, 2021 (Attachment 1).

- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is design, engineering, and construction administration services.

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

Basic Services Descriptions
Topo Survey
Field Survey of Spot Elevations, including finish floor elevations
Storm Drain Invert & Other Critical Elevations
Locate and Mark-Out all underground utility lines, buried features and substructures

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

Design Disciplines; Design Consultants
Civil
Aerial
Utility Electro-Magnetic & Ground Penetrating Radar locator

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

Basic Services Phases	Completion Date
Site Utility Surveying	12/15/21
Topo Surveying	1/15/22
Delivery of completed survey	2/1/22

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a total not-to exceed-fee of **Fifty-Seven Thousand One-Hundred Seventy-Five Dollars (\$57,175.00)**.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: Not Applicable.
8. **Agreement Terms.** All terms of Agreement A17.322 are incorporated herein and applicable to the Assigned Project, except as specifically modified by the terms of this PAA. The Standard Terms and Conditions that were included in the original Proposal from Engineer are replaced by the Terms and Conditions of Agreement A17.322.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

IN WITNESS HEREOF, the District and the Engineer 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

Engineer
Mollenhauer Group Civil, Inc.

By: _____
Thomas Tran

Title: Senior Vice-President, Civil Engineering



October 28, 2021

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

Attention: Ms. Lori Rubenstein
Bond Program Manager

Re: Simi Valley Unified School District (SVUSD)
Santa Susana High School-Survey and Utility Detection
MG Proposal # P21.130.050

Dear Ms. Rubenstein:

In response to your request for proposal on October 28, 2021, and our site walk with Ms. Malihe Shokouhi (SVUSD), we are pleased to submit our proposal for topographic surveying, Ground Penetrating Radar (GPR) and limited Potholing utility detection services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff for the topographic surveying, Ground Penetrating Radar (GPR) and limited Potholing utility detection services limits of work as shown on the attached Exhibit SS-1 and SS-2 respectively:

SCOPE OF SERVICES

Topographic Surveying Services:

Prepare a design survey for the highlighted areas as shown on the Exhibit SS-1, which will include those items of work noted as follows:

- All features of the site will be shown and noted.
- Spot elevations and contours will be shown as required to fully describe the yellow highlighted areas of the site as shown on Exhibit SS-1.
- The survey shall include the finish floor elevations immediately inside all doors within the limits of the design survey.
- All elevations will be based upon current City of Simi Valley bench marks. Two bench marks will be shown on the survey. Assumed bench marks will not be used.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899
| t: 213 624-2661
| www.mollenhauergroup.com

Ms. Lori Rubenstein
Simi Valley Unified School District (SVUSD)
Santa Susana High School-Survey and Utility Detection
October 28, 2021
Page 2 of 4

- Invert elevations of all accessible sanitary sewer and storm drain manholes and storm drain catch basins located onsite will be field measured. Record elevations will not be used.
- All existing utilities of record provided by the District will be shown.
- The survey will be drawn to a scale acceptable to the architect.

Utility Detections Services:

Perform the utility detection for the highlighted areas as shown on the Exhibit SS-2, that will include those items of work noted as follows:

- Utility Investigation using Electro- Magnetic & Ground Penetrating Radar locating equipment to locate & mark-out all conductive & non-conductive underground utilities including: water lines, natural gas lines, electrical lines, tele-communication lines, sewer lines, and storm drain pipes for areas noted for field survey as shown on attached Exhibit SS-2.

CCTV services shall be as required based on review of the existing field conditions, therefore it is not included within our proposal. Should g or CCTV services be required, we will notify the District of the additional services in writing for approval prior to commencing with the work.

- All confirmed utilities, buried features, and substructure will be delineated using APWA color coded marking paint, flags and whisksers.
- All photos of located utilities onsite will be saved and sent to Mollenhauer Group.
- Field survey to locate Utility Investigation markings.
- The Utility Detection drawings will be drawn to a scale acceptable to the Engineer.

Potholing Services:

- We will use a VacMaster 4000 Vacuum Excavation truck to pothole two locations in order to clear gas line. Reference Exhibit SS-2 for the two locations in question.

Area of potholing must be made clear and accessible to excavation truck.

- We will sawcut existing asphalt and provide cold asphalt patch upon completion of the potholing.
- Provide photo documentation of the exposed gas line.

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Ms. Lori Rubenstein
Simi Valley Unified School District (SVUSD)
Santa Susana High School-Survey and Utility Detection
October 28, 2021
Page 3 of 4

DESIGN FEE

Fee for our services will be billed monthly as the work progresses based upon the surveying and utility detection services performed as follows:

Topographic Survey Services:	\$ 34,575.00
Utility Detections Services:	\$ 15,750.00
Potholing Services (2 locations):	<u>\$ 6,850.00</u>
Total Fees Requested:	\$ 57,175.00

We have attached the hourly rates for your use in evaluating our proposal.

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

ASSUMPTIONS

In developing our proposal we have made the following assumptions:

- In the event that we could not located an exterior access into the existing sanitary sewer or storm drain system within the limits of proposed improvements, we shall notify the District for additional services to provide a license plumber to assist with cleanout access from the interior of the building.
- Utility detection services do not include the location of existing irrigation lines and control valves.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899
| t: 213 624-2661
| www.mollenhauergroup.com

Ms. Lori Rubenstein
Simi Valley Unified School District (SVUSD)
Santa Susana High School-Survey and Utility Detection
October 28, 2021
Page 4 of 4

- We do not locate abandoned pipes/conduits. We do not locate fiber optic lines or non-ferrous lines without a metallic tracer wire.
- Ground Penetrating Radar (GPR) over natural grade, slopes and embankment may not yield the same detection accuracy results as GPR over pavement and hardscape areas. Scanning surfaces need to be relatively flat with no water present.
- GPR data will not provide conduits/pipes sizes, only approximate location and depth.
- Area of potholing must be assessible for the Vacuum Excavation trucks.
- We will notify the District if additional area of Potholing will be required based on our utility detection work, prior to commencing with additional potholing services.

CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. We are prepared to start work immediately upon receipt of written authorization of our proposal.

Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



Thomas M. Tran, PE, QSD
Sr. Vice President, Civil Engineering.

Authorization to Proceed:

By: _____

Title: _____

Date: _____

Enclosures:
Hourly Rates
Exhibit SS-1, SS-2

Civil Engineering
Survey + Mapping
3D Laser Scanning
Subdivision Mapping
Construction Surveying

MOLLENHAUER

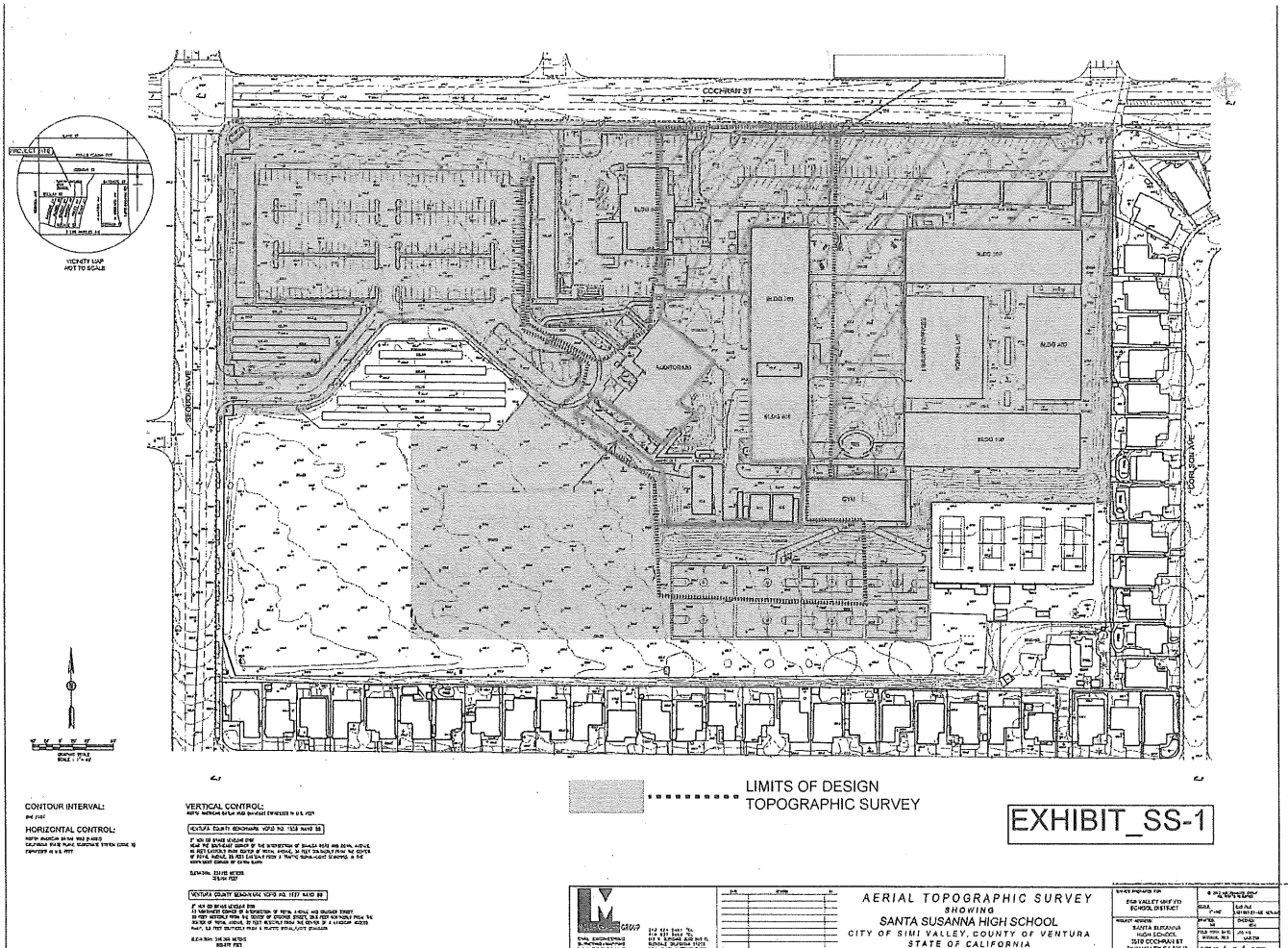
Mollenhauer Group Civil, Inc.
Schedule of Hourly Rates

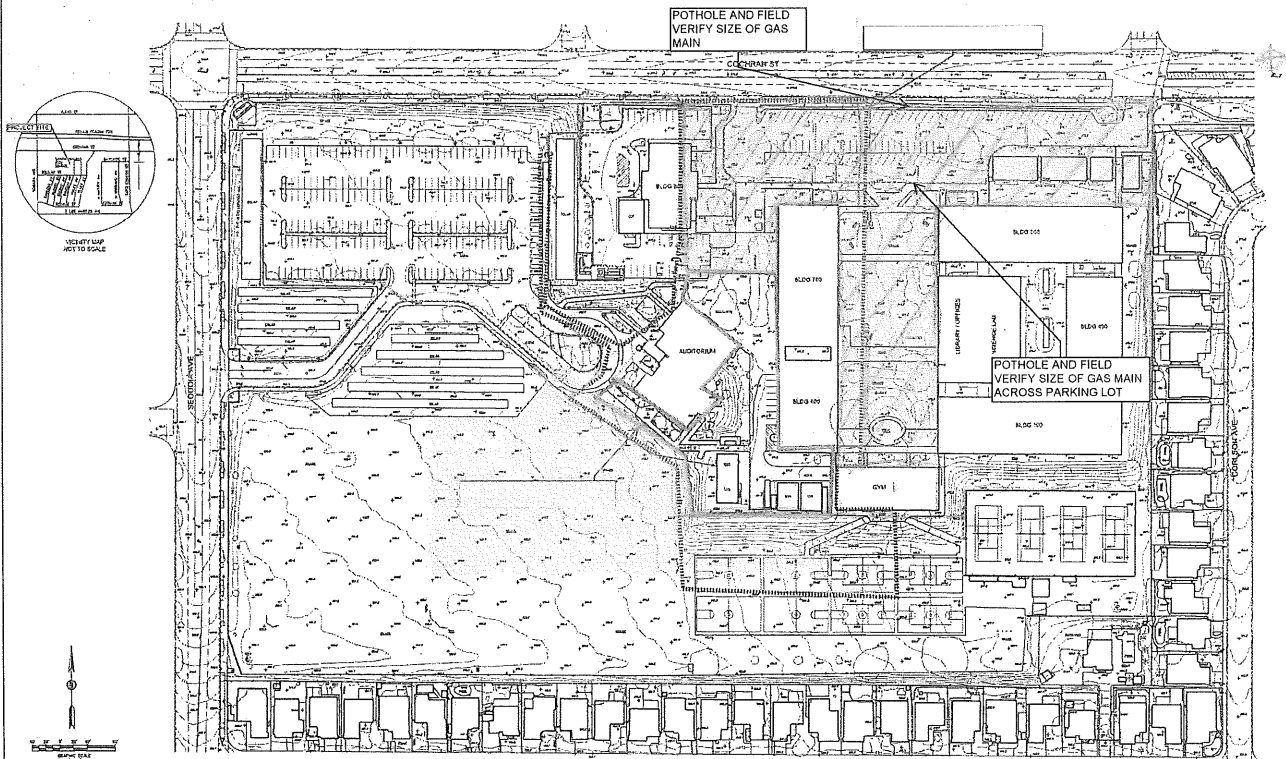
STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
Office Management & Professional Services	
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$169.00
Project Engineer/Surveyor	\$160.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 www.mollenhauergroup.com





CONTOUR INTERVAL:
500 FEET

HORIZONTAL CONTROL:
NORTH AMERICAN 1983 DATUM
UTM ZONE 18N
EASTING 500,000
NORTHING 4,000,000

VERTICAL CONTROL:
NORTH AMERICAN 1983 DATUM
UTM ZONE 18N
EASTING 500,000
NORTHING 4,000,000

VERTICAL CONTROL:
NORTH AMERICAN 1983 DATUM
UTM ZONE 18N
EASTING 500,000
NORTHING 4,000,000

LIMITS OF UTILITY
DETECTION SERVICES

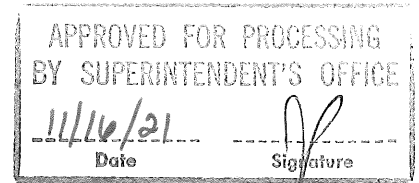
EXHIBIT_SS-2



NO.	DATE	BY
1	11/11/11	J. L. L.
2	11/11/11	J. L. L.
3	11/11/11	J. L. L.
4	11/11/11	J. L. L.
5	11/11/11	J. L. L.
6	11/11/11	J. L. L.
7	11/11/11	J. L. L.
8	11/11/11	J. L. L.
9	11/11/11	J. L. L.
10	11/11/11	J. L. L.

AERIAL TOPOGRAPHIC SURVEY
SHOWING
SANTA SUSANNA HIGH SCHOOL
CITY OF SIMI VALLEY, COUNTY OF VENTURA
STATE OF CALIFORNIA

NO.	DATE	BY
1	11/11/11	J. L. L.
2	11/11/11	J. L. L.
3	11/11/11	J. L. L.
4	11/11/11	J. L. L.
5	11/11/11	J. L. L.
6	11/11/11	J. L. L.
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8	11/11/11	J. L. L.
9	11/11/11	J. L. L.
10	11/11/11	J. L. L.



TITLE: APPROVAL OF AGREEMENT NO. R22-02081 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE REPLACEMENT STAIR PHASE 2 PROJECT AT VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent #6

November 16, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Valley View Stair Phase 2.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement R22-02081 with NV5 West, Inc. is estimated cost of \$6,806.00 (Exhibits "A") for materials testing and inspection for of the Valley View Stair Phase 2.

These services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education.

On a motion # 78 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-02081 with NV5 West, Inc.

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

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R22-02081

VALLEY VIEW STAIR PHASE 2 PROJECT TESTING AND INSPECTION SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of November 16, 2021.

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

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide construction phase materials testing and inspection services for the Stair Replacement – Phase 2 at Valley View MS for an estimated total cost of \$6,806.60.00 per the attached Proposal dated November 2, 2021, Attachment 1 – Fee Only**
2. **Assigned Project Form 103** Not applicable to these testing services.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by the plans, specifications, and applicable standards for the proper re-construction of the parking lots.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the annual pricing schedule for tests/inspections performed for this Assigned Project.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

IN WITNESS HEREOF, the District and LOR have executed this PAA as of the date set forth above

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

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

"LOR"
NV5 WEST, INC.

By: _____
Scott Moors
Title: Vice President

November 2, 2021

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

Proposal No: 2021.06.0193
DSA No.: N/A
File No.: N/A

ATTENTION: Lori Rubenstein

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Valley View M.S. -
Stairs Phase II, 3347 Tapo St., Simi Valley, CA 93063**

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

Scope of Work and Cost Estimate

<u>Scope of Work and Cost Estimate</u>	Rate			Units	Total	
<u>Soil:</u>						
Sr. Technician	\$	104.90	hr	12	\$	1,258.80
Maximum Density (soil)	\$	215.00	ea	1	\$	215.00
Maximum Density (base)	\$	265.00	ea	1	\$	265.00
Nuclear Gauge	\$	35.00	dy	2	\$	70.00
Field Vehicle	\$	55.00	dy	2	\$	110.00
<u>Concrete:</u>						
Concrete Batch Plant Inspection (if required)	\$	104.90	hr	4	\$	419.60
Concrete Inspection / Technician - (cast cylinders)	\$	104.90	hr	4	\$	419.60
Concrete compression tests (5 cyls. per set)	\$	20.00	ea	5	\$	100.00
Concrete cylinder pickup	\$	12.00	ea	5	\$	60.00
Non-Shrink Grout Inspection	\$	104.90	hr	4	\$	419.60
Non-Shrink Grout compression tests (sets of 3 ea.)	\$	35.00	ea	3	\$	105.00
Non-Shrink Grout sample pickup	\$	12.00	ea	3	\$	36.00
Reinforcing Steel Bend tests	\$	105.00	ea	1	\$	105.00
Reinforcing Steel Tensile tests	\$	105.00	ea	1	\$	105.00
Reinforcing Steel sampling	\$	104.90	hr	4	\$	419.60
<u>Structural Steel:</u>						
Shop Welding Inspection (incls. material ID)	\$	104.90	hr	12	\$	1,258.80
Field Welding Inspection (if required)	\$	104.90	hr	4	\$	419.60
Engineering	\$	170.00	hr	6	\$	1,020.00
TOTAL:					\$	6,806.60

Assumptions:

- 1 Fee estimate is provided from plans and manual provided by Owner's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with NV5's MSA with SVUSD. Prevailing Wages apply.


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

Respectfully Submitted,
NV5 West, Inc.

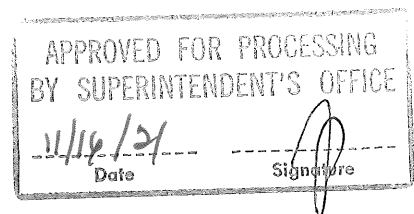


Carol Harrison
Client Service Manager

Reviewed By,



Scott Moors, CEG 1901
Vice President



TITLE: APPROVAL OF AGREEMENT NO. R22-02042 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE PORTABLE RELOCATION TO THE ROYAL (RANCHO SIMI) PARK PROJECT

Business & Facilities
Consent #7

November 16, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. R22-02042 (Exhibit A) is providing a project inspector for the Portable Relocation to Royal (Rancho Simi) Park Project for an estimated amount of \$5,440.00.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-02042.

On a motion # 78 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-02042 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc.

Ayes: Smollen
Longelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Jubran

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Portable Relocation to Royal (Rancho Simi) Park Project,
Requisition R22-02042

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **November 16, 2021**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Portable Relocation to Royal (Rancho Simi) Park Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
_____.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated October 29, 2021 and identified on attached Attachment 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Five Thousand Four-Hundred Forty Dollars (\$5,440.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion estimated at March 2022 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of January 2022. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the

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

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

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

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

By: _____
Stephen K. Payte
Title: Vice President

**ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02042 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Portable Relocation to Royal City (Rancho Simi) Park – Project Inspection Services
Agreement No. R22-02042 Stephen Payte DSA Inspections, Inc.

Attachment 2 - For Fee Only

Proposal for Inspection Services

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

October 29, 2021

Please accept this as our proposal for Inspection Services for the moving of relocatable buildings from Simi Valley Elementary School to the Royal City Park as described below:

We will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$85.00 per hour for the duration of the project. It is estimated that this project will require four hours per week of inspection and given an estimated schedule between 12/15/21 and the end of March, 2022, the total not-to-exceed cost should be \$5,440 .

Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time unless otherwise discussed with and agreed upon with Inspector.

As always, we appreciate the continued opportunity to work with Simi Valley Unified School District.

Thank you,



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



STEPHEN PAYTE
DSA INSPECTIONS, INC.

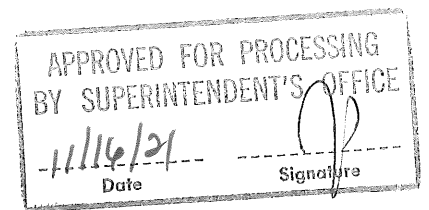
Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

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

www.DSAInspections.com

Business & Facilities, Consent #7



TITLE: APPROVAL OF AGREEMENT NO. R22-02080 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE REPLACEMENT STAIR PHASE 2 PROJECT AT VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent #8

November 16, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. R22-02080 (Exhibit A) is providing a project inspector for the Valley View Stairs – Phase 2 Project for an estimated amount of \$2,975.00.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. R22-02080.

On a motion # 78 by Trustee Blough, seconded by Trustee Subran and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R22-02080 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc.

Ayes: Smollen
Labelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Subran

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Valley View Stair Phase II, Requisition R22-02080

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **November 16, 2021**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Valley View Stairs – Phase II Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
_____.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated November 2, 2021 and identified on attached Attachment 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Two Thousand Nine-Hundred Seventy-Five Dollars (\$2,975.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion estimated at November 2021 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of February 2022. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project

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

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

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

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

By: _____
Stephen K. Payte
Title: Vice President

**ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02042 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Attachment 2 For Fee Only

Proposal for Inspection Services

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

November 2, 2021

RE: Valley View Middle School Site Improvement Project (Phase II Stair Run)

Please accept this as our Proposal for Inspection Services for the non-DSA Phase II of the Stair run at Valley View Middle School currently scheduled to begin in mid-November, 2021. Project inspection coverage estimates are as described below:

We will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$85.00 per hour for the duration of the project from mid-November, 2021 through February 2022. Based on the previous phase of the project, the IOR believes this phase will require approximately 35 hours total inspection. As such, the total not-to-exceed amount would be \$2,975.

Note: All weekday hours over 8 per day and all Saturday hours will be billed at time and one half and Sunday and Holidays will be billed at double time unless otherwise agreed upon with the Inspector.

We would like to thank you for the continued opportunity to work with your District.

Thank you,



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



STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

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