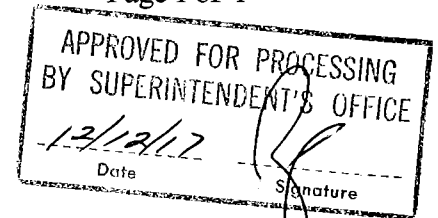


TITLE: APPROVAL OF LIST OF SELECTED FIRMS FOR ON-CALL INSPECTION SERVICES FOR MEASURE X PROJECTS AND OTHER PROJECTS OF THE DISTRICT

Business & Facilities
Consent #9

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On November 15, 2016 the Board of Education authorized advertising Requests for Qualifications (RFQ's) for engineering, testing, and inspection services. An RFQ for inspection services was published and 10 proposals were received and reviewed by a selection committee consisting of District staff. The selected firms can be utilized for on-call inspection services for the duration of the Measure X Bond Program, as well as for other projects of the District requiring DSA approved inspectors. The District may update the list of approved inspection services firms through the RFQ process. Agreements for inspection services with selected firms will be presented to the Board of Education as needed to accommodate the construction phase inspection of Measure X projects.

Educational Analysis

The Division of the State Architect (DSA) requires utilization of DSA certified project inspectors to verify that the construction work is being implemented in accordance with DSA approved plans, specifications, and applicable codes. This serves to maintain high quality standards for the construction of each project, improving the Districts schools.

Fiscal Analysis

Approval of the inspection firms identified on the attached list (Exhibit "A") will provide the District with a cost-effective means to obtain proposals for construction phase project inspectors required by DSA.

Recommendation

It is recommended that the Board of Education approve all 10 of the inspection services firms that submitted proposals, as indicated on the attached list, for Measure X and for other projects of the District.

On a motion # 110 by Trustee David, seconded by Trustee L. Lee and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, the list of 10 inspection services firms for the Measure X Bond Program, and for other projects of the District.

AYES: Blos, David, L. Lee, J. Miller, J. White NOES: 0 Absent: 0 Abstained: 0

APPROVED INSPECTION SERVICES FIRMS

American Engineering Laboratories, Inc.
California Code Consultants, Inc.
Kenco Construction Services, Inc.
Knowland Construction Services
NV5 West, Inc.
Premier Inspection Services
Sandy Pringle Associates Inspection Consultants
Stephen Payte DSA Inspections, Inc.
TYR, Inc.
Vital Inspection Services, Inc.

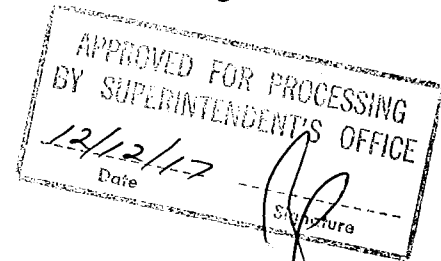
The 12/5/17 Board of Education meeting was cancelled and consent items were rescheduled for the 12/12/17 BOE meeting. The dates on the consent item were changed however, the dates on the attached exhibits were not changed.

TITLE: APPROVAL OF AGREEMENT NO. A18.435 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND VAVRINEK, TRINE, DAY & CO, LLP FOR INDEPENDENT PERFORMANCE AUDITS OF THE MEASURE X BOND FOR FISCAL YEARS 2016/2017, 2017/2018 AND 2018/2019

Business & Facilities
Consent #5

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Based on the legal requirements of Proposition 39, an annual independent audit must be made to ensure that the bond proceeds have been expended only on the specific projects listed. In accordance with the legal requirements of Proposition 39, the Simi Valley Unified School District is seeking audit services for an annual independent Performance audit for the Measure X (2016) Bond that will comply with Senate Bill No. 1473. Vavrinek, Trine, Day & Co., LLP has been under contract to provide audits of all books and accounts under the jurisdiction of the governing board for many years. Staff requests the services of VTD for the Bond Performance Audit, also. Additional information is available in the Business Services Department.

Fiscal Analysis

The fees to complete the Performance Audit for the fiscal years ending June 30, 2017, 2018 and 2019 will be \$7,500.00 for each year plus reimbursement for travel and mileage. This audit will be funded through the General Fund.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.435 with Vavrinek, Trine, Day & Co., LLP for an Independent Performance Audits of the Measure X Bond for Fiscal Years 2016/2017, 2017/2018 and 2018/2019.

On motion # 110 by Trustee Daniel, seconded by Trustee L. Sule, and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Agreement A18.434 with Vavrinek, Trine, Day & Co., LLP for Independent Performance Audits of the Measure X Bond for Fiscal Years 2016/2017, 2017/2018 and 2018/2019.

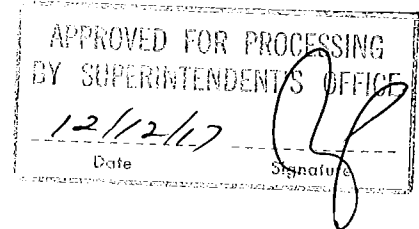
Ayes: Black, Daniel, L. Sule, White Noes: 0 Absent: 0 Abstain: 0

**TITLE: RATIFICATION OF THE CORRECTION TO THE FUNDING OF
AGREEMENT NO. A18.404 BETWEEN SIMI VALLEY UNIFIED
SCHOOL DISTRICT AND TBP ARCHITECTURE FOR MASTER
PLANNING & SITE DESIGN SERVICES FOR SIMI ELEMENTARY
SCHOOL**

Business & Facilities
Consent #10

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On November 7, 2017, Agreement No. A18.404 for improvements to Simi Elementary School needed to accommodate the relocation of the District's Maintenance & Operations Department was ratified. The funding for the project was inaccurately noted as Measure X Funds. The improvements will be funded with Surplus Property funds.

Fiscal Analysis

The cost associated with Agreement No. A18.404 is a fixed fee of \$37,800.00. These design services will be funded with Surplus Property funds.

Recommendation

This correction is presented for ratification by the Board of Education.

On a motion # 110 by Trustee Daniel, seconded by Trustee For Piller and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, the correction to the funding of Agreement A18.404 with tBP Architecture for Master Planning and site design services for Simi Elementary School.

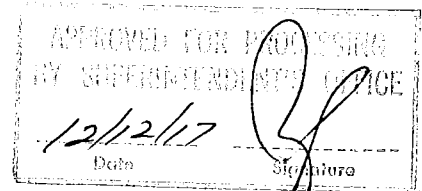
Ayes: Blay
Smolen
Daniel
For Piller
P. Piller Noes: _____ Absent: _____ Abstained: _____

**TITLE: APPROVAL OF AGREEMENT NOS. A18.445 AND A18.446
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
CALIFORNIA CODE CONSULTANTS, INC. FOR ONGOING
INSPECTION SERVICES AND FOR INSPECTION OF THE
HILLSIDE MIDDLE SCHOOL KILN ENCLOSURE PROJECT**

Business & Facilities
Consent #11

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Inspection services are required by DSA on the Hillside Middle School Kiln Enclosure Project. The firm of California Code Consultants, Inc. is on the list of selected inspection firms presented to the Board of Education for approval on December 5, 2017.

Fiscal Analysis

Agreement No. A18.445 (Exhibit A) is a no-cost master services agreement for provision of project inspectors required by DSA. Agreement No. 18.446 (Exhibit B) is for providing a project inspector for the Hillside Middle School Kiln Enclosure Project for a not-to-exceed amount of \$36,000.00. These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement Nos. A18.445 and 18.446 for ongoing inspection services, and for provision of a project inspector for the Hillside Middle School Kiln Enclosure Project with the firm of California Code Consultants, Inc.

On a motion # 110 by Trustee Demichis, seconded by Trustee La Belle and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement Nos. A18.445 and A18.446 with California Code Consultants, Inc. for ongoing inspection services and for provision of a project inspector for the Hillside Middle School Kiln Enclosure Project.

Ayes: 5 Noes: 0 Absent: 0 Abstained: 0

Roll Call
Demichis
La Belle
Todo

AGREEMENT A18.445 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into December 7, 2017 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District")** and **California Code Consultants, Inc. ("Inspector Firm")**; the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect ("DSA").

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

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

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

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

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

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

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

AGREEMENT**1. Project Inspector Services**

- 1.1. General.** The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be of the proper classification for the Assigned Project, and shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s) designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project

Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) (iii) verified reports (Form DSA 6-PI), and (iv) daily inspection reports required by the District.
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
- 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
- 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
- 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion. If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.
- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other

services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

- 2.16. Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement and the PAA, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement and the PAA set forth the limited extent to which the Inspector Firm is authorized to act as an agent or representative of the District. The Inspector Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspector Firm to act on behalf of the District.

3. District Responsibilities

- 3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.
- 3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.
- 3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

- 4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to

the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

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

personnel performing or providing Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder, with separate endorsements identifying Simi Valley Unified School District as an Additional Insured. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall

provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

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

5.7. Indemnity.

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

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

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm 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 Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such

termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.

8. Miscellaneous

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
- 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
- 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
- 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the

Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.

- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

If to Inspector Firm:

Frank Coughlin, CEO
California Code Consultants, Inc.
107 Reino Road, #107
Newbury Park, CA 91320

- 8.8. Disputes.

8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.

8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.

8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.

- 8.8.4. Binding Arbitration.

8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in controversy between the District and the Inspector Firm which are not resolved by non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a

Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

- 8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.
- 8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Inspector Firm has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.

8.8.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Inspector Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Inspector Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Inspector Firm expressly waives and relinquishes any recovery of special or consequential damages from the District.

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which establishes the specific terms and conditions for the Inspector Firm's performance and provision of Project Inspector Services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Inspector Firm, the Inspector Firm shall have no right to provide

EXHIBIT "A"

project inspection services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Project Inspector.

10. Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

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

"DISTRICT"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

"INSPECTOR FIRM"

California Code Consultants, Inc.

By: _____
Frank Coughlin
Title: CEO

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.446

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and California Code Consultants, Inc.** ("Inspector Firm") as of **December 7, 2017**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector required by DSA for the **Hillside Middle School Kiln Enclosure 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 Inspectors. The Inspector Firm designates the Project Inspector(s) identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is the **not to exceed amount of Thirty-Six Thousand Dollars (\$36,000.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established **one-hundred forty (140) calendar days** for the Contractor to complete Project construction ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
California Code Consultants, Inc.

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

By: _____
Frank Coughlin
Title: CEO

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A18.446 FOR PROJECT INSPECTOR SERVICES
PROJECT: Hillside Middle School Kiln Enclosure

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Frank Coughlin	5482	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$90.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$135.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$180.00
		<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	

Ayes: 10 Noes: 0 Absent: 0 Abstained: 0

AGREEMENT A18.447 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into December 7, 2017 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District")** and **Stephen Payte, DSA Inspections, Inc. ("Inspector Firm")**; the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect ("DSA").

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

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

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

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

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

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

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

AGREEMENT

1. Project Inspector Services

- 1.1. General. The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be of the proper classification for the Assigned Project, and shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s) designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project

Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) (iii) verified reports (Form DSA 6-PI), and (iv) daily inspection reports required by the District.
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
- 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
- 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
- 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion. If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.
- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other

services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

- 2.16. Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement and the PAA, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement and the PAA set forth the limited extent to which the Inspector Firm is authorized to act as an agent or representative of the District. The Inspector Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspector Firm to act on behalf of the District.

3. District Responsibilities

- 3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.
- 3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.
- 3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

- 4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to

the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

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

personnel performing or providing Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers' Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder, with separate endorsements identifying Simi Valley Unified School District as an Additional Insured. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall

provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

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

5.7. Indemnity.

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

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

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm 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 Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such

termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.

8. Miscellaneous

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
- 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
- 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
- 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the

Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.

- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

If to Inspector Firm:

Stephen Payte, Vice President
Stephen Payte, DSA Inspections, Inc.
PO Box 3128
Quartz Hill, CA 93586

- 8.8. Disputes.

8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.

8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.

8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.

- 8.8.4. Binding Arbitration.

8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in controversy between the District and the Inspector Firm which are not resolved by non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a

Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

- 8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.
- 8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Inspector Firm has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.

8.8.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Inspector Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Inspector Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Inspector Firm expressly waives and relinquishes any recovery of special or consequential damages from the District.

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which establishes the specific terms and conditions for the Inspector Firm's performance and provision of Project Inspector Services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Inspector Firm, the Inspector Firm shall have no right to provide

project inspection services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Project Inspector.

10. Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

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

"DISTRICT"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent of Business
& Facilities

"INSPECTOR FIRM"

Stephen Payte DSA Inspections, Inc.

By: _____
Stephen K. Payte

Title: Vice-President

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.448

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **December 7, 2017**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector required by DSA for the **Simi Valley High School New Parking Lot**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. The Inspector Firm designates the Project Inspector(s) identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is the **not to exceed amount of Forty Two Thousand Dollars (\$42,000.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established **one-hundred eighty (180) calendar days** for the Contractor to complete Project construction ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

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

By: _____
Stephen K. Payte
Title: Vice President

EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A18.448 FOR PROJECT INSPECTOR SERVICES
PROJECT: Simi Valley High School New Parking Lot

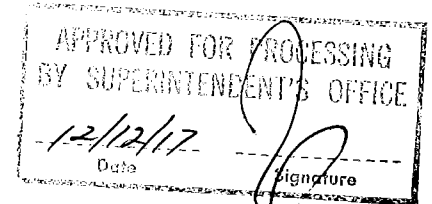
Project Inspector	DSA Certification No.	Hourly Billing Rate (Classes 3 & 2 indicated below)
As required by DSA & SVUSD, with a Class 3 or 2 DSA Classification.	TBD	<u>Straight Time</u> Mondays-Fridays (8 hour work day) \$74.00 - \$78.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM) \$111.00 - \$117.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays \$148.00 - \$156.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, ROYAL HIGH SCHOOL GIRLS
LOCKER ROOM RENOVATION, BID NO. 17D21B259**

Business & Facilities
Consent #13

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On May 9, 2017 the Board of Education authorized the award of Bid #17D21B259 to Ardalan Construction Company, Inc. in the amount of \$933,000.00 for renovating the girls locker rooms.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" which 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 \$99,245.73 or 9.99%. The revised contract amount including Change Order No. 1, will be \$1,092,245.73.

This project is funded by Measure X.

Recommendation:

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

On a motion # 110 by Trustee Donald, seconded by Trustee L. Felt and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No.1, for the Royal High School Girls Locker Room Renovation, Bid No. 17D21B259.

Ayes: Donald L. Felt H. Keli Noes: 0 Absent: 0 Abstain: 0

Royal High School Girls Locker Room Renovation
17D21B259
Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
Allowance Balance	Unused allowance balance returned to District	\$ (279.18)	
COP 1	Sewer main replacement, inside and exterior of building	\$ 24,922.31	Unforeseen Condition
COP 2	Replace shower assemblies to add tempered water	\$ 16,895.84	District Requested
COP 3	Replace thermostatic valve feeding the showers	\$ 3,849.62	District Requested
COP 4	Additional floor patching and prep for new flooring	\$ 9,451.71	Unforeseen Condition
COP 5	Add lining to HVAC ducting	\$ 2,131.82	District Requested
COP 7	Remove exterior door and fill in exterior wall to match adjacent wall surfaces	\$ 4,094.09	ADA Code Required
COP 8	Paint interior East and West walls	\$ 3,951.42	District Requested
COP 9	Demolish, cap and add concrete floor at two floor drains	\$ 2,997.83	Unforeseen Condition
COP 11	Existing interior low walls require additional framing to support new wall finishes	\$ 1,829.36	Unforeseen Condition
COP 12	Remove existing ceiling grid at showers, frame and install drywall ceilings	\$ 4,551.92	District Requested
COP 13	Install epoxy coating and rubber base to concrete curbs at five two-sided locker banks	\$ 5,613.23	Unforeseen Condition
COP 15	Add structural support to water heater	\$ 1,916.32	Code Required
COP 16	Replace gas lines to FAU 1 and FAU 2	\$ 6,394.82	Unforeseen Condition
COP 17	Add disconnect switches to FAU 1 and FAU 2	\$ 1,248.84	Unforeseen Condition

EXHIBIT "A"

Royal High School Girls Locker Room Renovation 17D21B259 Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP 18	Revise HVAC ducting bracing	\$ 1,295.08	Code Required
COP 19	Add exhaust fan ducting at restrooms, ceilings were lowered	\$ 581.21	Unforeseen Condition
COP 20	Patch concrete curbs and skim coat under existing benches	\$ 7,799.49	Unforeseen Condition
TOTAL OF CHANGE ORDER NO. 1			
		\$ 99,245.73	

The original contract sum was:..... \$ 993,000.00
 Change by previously authorized Change Order(s)..... \$ -
 The contract sum prior to this change..... \$ 993,000.00
 The contract sum will be increased by this Change Order by..... \$ 99,245.73 9.99%
 The new contract sum including this Change Order will be..... 1,092,245.73
 The contract days will be increased by..... 0 days
 The date of completion as of the date of this Change Order therefore is..... 9/15/2017

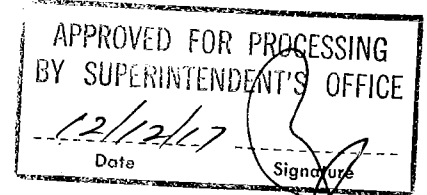
The 12/5/17 Board of Education meeting was cancelled and consent items were rescheduled for the 12/12/17 BOE meeting. The dates on the consent item were changed however, the dates on the attached exhibits were not changed.

TITLE: AUTHORIZATION TO AWARD BID #18K28BX285 SANTA SUSANA HIGH SCHOOL ENHANCED ENTRYWAY AT PAC

Business & Facilities
Consent #15

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Six bids were received on November 28, 2017 for Bid #18K28BX285, Santa Susana High School Enhanced Entryway at PAC. The recommended low bidder is indicated in bold type. Additional Information is available in the Bond Management Office.

Construction Company Name

Bid Amount

Ardalan Construction Company, Inc.	\$ 574,000
C.S. Legacy Construction Inc.	\$ 760,000
Environmental Construction	\$ 622,873
GMZ Engineering, Inc.	\$ 575,000
The Nazerian Group	\$ 593,123
United Construction & Landscape	\$ 584,000

Fiscal Analysis

The total amount of this project \$574,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18K28BX285, Santa Susana High School Enhanced Entryway at PAC to Ardalan Construction Company, Inc. in the amount of \$574,000.

On a motion # 110 by Trustee Daniels, seconded by Trustee LaRocca and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Santa Susana High School Enhanced Entryway at PAC to Ardalan Construction Company, Inc.

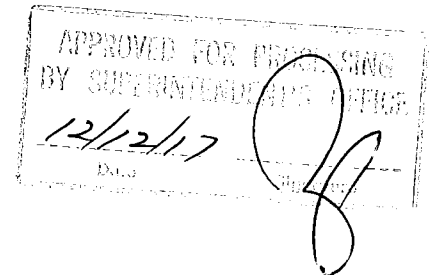
AYES: Blythe, Daniels, LaRocca, Fubella, Smith NOES: 0 Absent: 0 Abstained: 0

**TITLE: APPROVAL OF AGREEMENT NOS. A18.453 & A18.454 BETWEEN
SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC.
FOR ONGOING TESTING LABORATORY OF RECORD SERVICES
AND FOR MATERIALS TESTING AND INSPECTION SERVICES
FOR THE SANTA SUSANA HIGH SCHOOL PERFORMING ARTS
CENTER ENHANCED ENTRYWAY PROJECT**

Business & Facilities
Consent #17

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

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

Fiscal Analysis

Ongoing Testing Laboratory-of-Record Services Agreement A18.453 with NV5 West, Inc. is a **no-cost master services agreement** (Exhibit "A") establishing the terms and conditions applicable to each agreement. Agreement No. A18.454 with NV5 West, Inc. is for a **not-to-exceed amount of \$11,294.50** (Exhibit "B") for materials testing and inspection for the Santa Susana High School Performing Arts Center Enhanced Entryway Project. These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement A18.453 for ongoing Testing Laboratory-of-Record Services and Agreement A18.454 for materials testing for the Santa Susana High School Performing Arts Center Enhanced Entryway Project.

On a motion # 116 by Trustee Domile, seconded by Trustee La Salle and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement Nos. A18.453 and A18.454 with NV5 West, Inc.

Ayes: Bliss, Domile, La Salle, White Noes: 6 Absent: 6 Abstained: 0

AGREEMENT A18.453 FOR ON-GOING LABORATORY OF RECORD (LOR) SERVICES

This Agreement for On-Going Laboratory of Record Services ("Agreement") is entered into December 13, 2017 by and between SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and NV5 West, Inc. ("LOR"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, in or about May 26, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from firms which are approved by the Division of State Architect ("DSA") Laboratory Evaluation and Acceptance Program ("LEA") to provide construction materials test/inspection services for Assigned Projects on an on-going basis.

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

WHEREAS, the District desires to retain the LOR to provide and perform construction materials tests/inspections and related services during construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A.

WHEREAS, LOR and its personnel providing LOR Services are qualified and capable of providing and performing the LOR Services and other obligations of the LOR under this Agreement in accordance with the terms hereof.

WHEREAS, as required by DSA Regulations, the LOR and personnel of the LOR completing LOR Services shall be duly qualified and certified by DSA to complete the LOR Services for an Assigned Project.

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

AGREEMENT

ARTICLE 1 LOR SERVICES

- 1.1 General. The LOR Services set forth in this Agreement shall be completed by personnel employed by the LOR who are skilled, experienced and qualified to perform and complete the LOR Services assigned to them. At all times during the Term of this Agreement and when providing LOR Services for an Assigned Project, the LOR must be accepted into DSA's Laboratory Evaluation and Acceptance Program.
- 1.2 Assigned Projects. The LOR will complete LOR Services for each Project assigned to the LOR ("Assigned Project") for completion of LOR Services by a Project Assignment Amendment ("PAA") in the form and content attached hereto as Exhibit A. The LOR acknowledges that the District has the sole discretion to retain others to provide LOR Services for any District work of improvement. Unless the District issues the LOR a PAA for an Assigned Project pursuant to the terms hereof, the LOR is not obligated to provide any LOR Services and there is no compensation due from the District to the LOR.
- 1.3 LOR Services. Unless otherwise expressly provided in a PAA for an Assigned Project, the LOR Services for each Assigned Project include without limitation, completion of the tests/inspections of construction materials noted in DSA Form 103 for the Assigned Project. In addition, the LOR

shall comply with all requirements of DSA Procedure Regulation PR13-01 ("PR13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR13-01 or DSA Form 103, the following describe, but do not limit or modify obligations, duties and responsibilities of the LOR under PR13-01 and DSA Form 103 for an Assigned Project.

1.3.1 Review of Construction Documents. Prior to commencement of LOR Services for an Assigned Project, personnel assigned by the LOR to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the construction materials tests/inspections required for the Assigned Project; and (iii) the Assigned Project Construction Schedule.

1.3.2 Construction Materials Tests/Inspections.

1.3.2.1 DSA Form 103. Unless otherwise indicated in the PAA for an Assigned Project, LOR shall conduct and complete all tests/inspections of construction materials noted in DSA Form 103 for the Assigned Project. The LOR shall also perform specialty inspection services which may be required or necessary for an Assigned Project.

1.3.2.2 LOR Timely Completion. LOR shall complete test/inspection of construction materials timely without delay, disruption or hindrance to the schedule progress of Project construction.

1.3.2.3 LOR Tools, Equipment. LOR and its personnel shall provide all necessary tools, equipment, references and materials necessary to conduct tests/inspections subject to this Agreement and LOR's obligations under this Agreement. The Contract Price hereunder shall not be subject to adjustment on account of any tools, equipment, references or other materials obtained by LOR to complete tests/inspections subject to this Agreement or LOR's obligations under this Agreement.

1.3.3 LOR Reports. A material obligation of the LOR under this Agreement is the timely completion and submission of all reports required of the LOR under PR13-01 for each Assigned Project. The foregoing includes without limitation, timely completion and submission of: (i) interim verified reports and (ii) verified report for each Assigned Project. The LOR shall also timely complete and provide any other reports required by DSA for closeout and state certification of each Assigned Project.

1.3.4 Form DSA 152 Inspection Card. The District or the Architect for each Assigned Project will request DSA to issue of Form DSA 152 Inspection Card for the Assigned Project. The LOR and its personnel assigned to the Assigned Project shall be responsible for complying with and completing all responsibilities of the LOR under PR13-01 relating to the Form DSA 152 Inspection Card.

1.3.5 Deviations from DSA Approved Construction Documents; LOR Billings. If construction materials subject to test/inspection deviate from requirements of the DSA approved Construction Documents for the Assigned Project and further/additional test/inspection are necessary after corrective or remedial work is completed, all costs, fees, expenses or other charges billed by the LOR to the District for such further/additional test/inspection shall be specifically noted in LOR billings hereunder as costs, fees, expenses or other charges for test/inspection of corrective/remedial work.

1.3.6 Duplicate Test/Inspection; LOR Billings. If any construction materials previously subject to acceptable test/inspection by LOR and LOR are subsequently requested to re-test/re-inspect the same or similar construction materials, LOR billings to District for such re-test/re-inspection shall be specifically noted in LOR billings as costs, fees, expenses or other charges for duplicate or repeated tests/inspections.

- 1.3.7 Project Meetings. If requested by the District or the Construction Manager, the LOR's personnel shall attend Assigned Project meetings or other meetings relating to Assigned Project construction/construction materials.
- 1.3.8 Assigned Project Communications. The LOR shall comply with project communications requirements established by the District and DSA for each Assigned Project, including without limitation, web-based Project communications and web-based project records. The LOR's personnel performing LOR Services shall, without adjustment of the Contract Price due the LOR for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 1.4 LOR Scheduling and Completion of Tests/Inspections. The Project Inspector, Construction Manager, District or Architect will notify the LOR of when LOR personnel are required at the Site or other location to complete test/inspections of construction materials ("LOR Test Notice") for an Assigned Project. Provided that LOR Test Notice is delivered to the LOR at least two (2) business days in advance of the date for LOR personnel at the Site or other location to complete the test(s)/inspection(s) designated in the LOR Test Notice, the LOR shall conduct and complete the test(s)/inspection(s) designated in accordance with each LOR Test Notice. The LOR is liable to the District for all costs, losses, charges or liabilities arising out of the failure of the LOR to complete LOR Services in accordance with LOR Test Notices.
- 1.5 Prohibited Actions/Activities. The LOR and personnel of the LOR shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Documents or DSA approved modifications thereto for an Assigned Project; (ii) direct performance of any portion of the Work of an Assigned Project, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other participants to the Assigned Project, including without limitation, the Architect, the Construction Manager and the District.
- 1.6 Additional LOR Services. Services not included in the LOR Services are Additional LOR Services. Without invalidating this Agreement, the District may make changes to the LOR Services by adding, deleting or modifying the LOR Services described in herein by written notice to the LOR. If Additional LOR Services are authorized by the District which are not the result of the LOR's fault or neglect, the LOR will be compensated for authorized Additional LOR Services in accordance with this Agreement.
- 1.7 LOR Standard of Care. The LOR Services and authorized Additional LOR Services for each Assigned Project; if any, shall be performed and provided by LOR and its personnel: (i) using the LOR's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The LOR acknowledges that the LOR Services are to be provided and performed in conjunction with other services provided by other parties relating to each Assigned Project, including without limitation, the Architect, Project Inspector, Construction Manager, District Representatives and the Contractor for the Assigned Project. Accordingly, LOR acknowledges and agrees that the LOR Services will be provided as required by the progress of construction of the Assigned Project and that the LOR Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of construction of the Assigned Project. The LOR is liable to the District for the consequences of its failure to provide, perform and/or complete the LOR Services or authorized Additional LOR Services in accordance with the terms of this Agreement.
- 1.8 LOR as Independent Contractor; Limited LOR Agency. In providing services under this Agreement, the LOR is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the LOR is authorized to act as an agent or representative of the District. The LOR shall be liable to the District and third parties for the

consequences of its conduct which exceed the express limited scope of the LOR to act on behalf of the District.

- 1.9 DIR Registered Contractor. At all times while providing LOR Services under this Agreement, the LOR shall be a registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5.

ARTICLE 2 DISTRICT RESPONSIBILITIES

- 2.1 Access to Project Site(s). The District will provide LOR and its personnel access to the Project Site(s) for purposes of conducting test/inspection and performance of LOR obligations hereunder. LOR and its personnel shall comply with all rules, regulations, restrictions, DOJ fingerprinting requirements and other use-limitations established in, on or about the Project Site(s). LOR personnel violating such rules, regulations, restrictions or use-limitations are subject to removal from the Site(s).
- 2.2 Project Information. The District will provide the LOR with one (1) copy of the Project Construction Documents. The LOR shall request additional copies from the District if needed.

ARTICLE 3 CONTRACT PRICE.

- 3.1 Contract Price for LOR Services. The Contract Price for the LOR Services for each Assigned Project shall be set forth in the PAA for each Assigned Project. The basis of the District's payment of the Contract Price for the LOR Services for each Assigned Project shall be in accordance with the Test/Inspection Cost Breakdown attached to and incorporated into each PAA for an Assigned Project. The Contract Price for the LOR Services set forth in a PAA is the full amount due from the District to the LOR for the LOR Services for the Assigned Project, including the LOR's fee, personnel expenses (including all benefits and burdens) for LOR personnel and others providing any part of the LOR Services, travel of LOR personnel and others performing LOR Services to and from their respective offices/homes and the Project Site and the District's Administrative Offices, travel within the **Counties of Los Angeles, Orange, Ventura and Kern**, costs, expense or other charges for completing tests/inspections; materials, equipment and other items necessary to complete LOR Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of LOR Services under this Agreement.
- 3.2 Adjustment of Contract Price for Off-Site Location Test/Inspection. If any test/inspection subject to a PAA is required to be conducted or completed by LOR's personnel at a location situated more than a one hundred (100) mile radius from the District's Administrative Offices ("Off-Site Location"), the LOR shall provide the District with the reasons why an in-plant inspector cannot be used for the District's review and approval, after which the Contract Price for the Assigned Project is subject to adjustment for the following expenses associated with completion of test/inspection at an Off-Site Location. Except as expressly set forth below, there shall be no other adjustment of the Contract Price for any Assigned Project for any test/inspection completed at an Off-Site Location:

Item Description	Allowable Charge
Automobile travel (round trip)	Fifty-five cents (55¢) per mile
Rented automobile	Economy class vehicle, at cost without mark-up
Airfare	Economy class airfare, at cost without mark-up
Lodging (per day)	Federal GSA Rate
Meals (per day)	Federal GSA Rate

Item Description	Allowable Charge
Incidental Expenses (per day)	Federal GSA Rate
LOR Personnel Travel Time to/from Off-Site Location	Sixty Dollars (\$60) per hour per person traveling.

- 3.3 Additional LOR Services. If the District authorizes Additional LOR Services for an Assigned Project, the District's payment of such Additional LOR Services shall be based upon a mutually agreed upon lump sum fixed price, based on the Test/Inspection Cost Breakdown for the Assigned Project.
- 3.4 Reimbursable Expenses. Except for adjustments of the Contract Price for test/inspection at an Off-Site Location pursuant to Paragraph 3.2 above, there are no Reimbursable Expenses due LOR for completing the LOR Services for an Assigned Project.
- 3.5 LOR Billings for Payment of Contract Price. During the course of providing LOR Services, LOR shall submit monthly billing invoices to the District for payment of the Contract Price for LOR Services and any authorized Additional LOR Services for tests/inspections completed in the immediately prior month. LOR's billings shall be in such form and format and with such substantiating materials as may be reasonably requested by District. If the LOR is concurrently providing LOR Services for multiple Assigned Projects, the LOR shall submit separate billings for each Assigned Project. Each billing shall be itemized by Site and shall include all backup documentation associated with the amounts billed. LOR shall promptly correct any discrepancies noted by the District in review of billings.
- 3.6 District Payment of Contract Price. Within thirty (30) days of receipt of LOR's billing invoices, District will make payment to LOR of undisputed amounts of the Contract Price due for Assigned Project LOR Services, authorized Additional LOR Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due LOR for an Assigned Project hereunder if the LOR 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 such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 3.7 LOR's Payments. The LOR shall promptly pay its employees and others performing or providing LOR Services or authorized Additional LOR Services for an Assigned Project upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the LOR's payments to personnel providing or performing LOR Services or authorized Additional LOR 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 LOR Services or authorized Additional Services, the obligation for compliance rests solely with the LOR without adjustment of the Contract Price for an Assigned Project.

ARTICLE 4 INSURANCE; INDEMNITY

- 4.1 LOR Insurance. At all times during performance of LOR Services and authorized Additional LOR Services, the LOR shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 4.2 Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by LOR. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance

policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if LOR is a sole proprietorship form of business entity and there are no employees of the LOR, the foregoing requirements are inapplicable and waived for such an LOR.

- 4.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which LOR may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to LOR's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of LOR shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. LOR's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).
- 4.5 Professional Liability. LOR's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of LOR Services. The minimum coverage amount of LOR's Professional Liability Insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.6 Policy Endorsements; Evidence of Insurance. The LOR shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.7 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 4.8 Indemnity.
 - 4.8.1 LOR Indemnity of District. To the fullest extent permitted by law, the LOR shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of LOR's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of LOR, its employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the

completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

- 4.8.2 District Indemnity of LOR. The District shall indemnify and hold harmless LOR from all claims 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.

ARTICLE 5 TERM; TERMINATION; SUSPENSION

- 5.1 Term. The Term of this Agreement shall commence as of the date set forth above. Unless earlier terminated pursuant to the terms of this Agreement, the Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at expiration of the Term, there are remaining LOR Services or authorized Additional Services to be performed by the LOR in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the LOR shall continue to diligently perform and complete all such remaining LOR Services or authorized Additional Services for the Assigned Project and the District will continue to make payment for the LOR Services and authorized Additional Services in accordance with the terms of the PAA for such an Assigned Project.
- 5.2 Termination for Default. Either the District or LOR may terminate this Agreement and all pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement and all pending PAAs pursuant to the foregoing, the District may terminate this Agreement and all pending PAAs upon written notice to LOR if: (i) LOR becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by LOR 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 LOR or any of LOR's property on account of LOR's insolvency; or (ii) if LOR disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the LOR, if any, shall be based upon LOR Services and authorized Additional LOR Services for Assigned Projects provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price for each Assigned Project and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the LOR, if any, shall be made by District only after completion of construction of all Assigned Projects pending at the time of termination. LOR 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 LOR's default hereunder, to the extent that such losses, damages or other costs exceed any amount due LOR hereunder for LOR Services or authorized Additional LOR Services.
- 5.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of construction of an Assigned Project or the LOR Services for an Assigned Project; provided, however, that if the District shall suspend construction of an Assigned Project or LOR Services for an Assigned Project for a period of sixty (60) consecutive days or more and such suspension is not caused by the LOR's default or the acts or omissions of the LOR, upon rescission of such suspension, the Contract Price for the Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by LOR, if any, as a direct result of the suspension and resumption of construction of the Assigned Project or LOR Services for the Assigned Project.

Except as set forth herein, the Contract Price for an Assigned Project hereunder is not subject to adjustment for any suspension of construction authorized or directed by the District.

- 5.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to LOR terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of LOR. In such event, the Agreement or PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the LOR or such other time as the District and LOR may mutually agree upon. In such event, the District shall make payment of the Assigned Project Contract Price to LOR for LOR Services and authorized Additional Services provided through the date of termination. Except as set forth above, the LOR shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of LOR Services.
- 5.5 LOR Suspension of LOR Services. If the District fails to make payment of the Contract Price undisputedly due the LOR for an Assigned Project, the LOR may, upon seven (7) days advance written notice to the District, suspend further performance of LOR Services for the Assigned Project until payment in full of the undisputed portion of the Contract Price is received. In such event, LOR shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 5.6 LOR Obligations Upon Termination. Upon expiration of the Term of this Agreement or the termination hereof, LOR shall take action as directed by the District relating to the LOR Services and related work product. The LOR shall within five (5) days of such expiration or termination assemble and deliver to the District the LOR's Project Records including without limitation: (i) all work product, instruments of service and other items of a tangible nature; (ii) documents, including drawings, reports and or electronic files thereof; (iii) tests results, inspection notes/observations; and (iii) product samples received or prepared by or on behalf of the LOR relating to the Project or LOR Services. The LOR may, at its sole cost and expense, make reproductions of the foregoing Project Records delivered to the District solely for LOR's archival purposes.

ARTICLE 6 MISCELLEANOUS

- 6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in 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 LOR. 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.
- 6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 6.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of LOR and the District. Neither LOR nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 6.4 Project Records. Records, documents and other materials generated or received by LOR and its personnel in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of obligations under this Agreement. LOR may, at its sole cost, make copies of such records for its own files.
- 6.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
875 East Cochran Street or 101 W. Cochran Street (after 3/1/17)
Simi Valley, CA 93065

If to LOR:

Scott Moors, Vice-President
NV5 West, Inc.
1868 Palma Drive, Suite A
Ventura, Ca 93003

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

6.7 Definitions.

6.7.1 Architect. The Architect is the person or entity identified as such in this Agreement. The Architect is retained by the District to prepare Design Documents for the Project and to provide other services in connection with design, bidding and construction of the Project. The term "Architect" includes Design Consultants retained by the Architect.

6.7.2 Contractor. The Contractor is the person or entity under contract to the District to construct the Project or portions thereof. The term "Contractor" includes Subcontractors under contract to the Contractor and if the District awards more than one Construction Contract for construction of the Project, the term "Contractor" shall refer to all such Contractors.

6.7.3 Site. The physical area designated in the Construction Documents for Project construction and related activities.

6.7.4 Construction Documents. Drawings, specifications and other Instruments of Service prepared by or on behalf of the Architect for bidding and construction of the Project which are approved by DSA and permitted by DSA for construction. Construction Documents include modifications thereto authorized by the District after approval and permitting by DSA.

6.7.5 Construction Manager. The Construction Manager, if one is designated by the District for the Project, is an independent contractor retained by the District to assist the District in connection with construction of the Project. The Construction Manager is authorized to act on behalf of the District in connection with the Project as set forth herein and in the Construction Documents.

6.8 Disputes.

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

6.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the LOR and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the

foregoing is a condition precedent to either the District or the LOR commencing arbitration proceedings pursuant to the following Paragraph.

- 6.8.3 Arbitration. All claims, disputes or other matters in controversy between LOR and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the LOR and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the LOR hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the LOR, the Construction Manager if any, the Contractor, Architect or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the LOR hereunder, LOR and District agree that any arbitration proceedings initiated between LOR and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.
- 6.8.4 LOR Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the LOR's submission of claims to the District. The PM's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the PM's initiation of any other dispute resolution procedure or proceeding.
- 6.8.5 Limitation on Arbitration. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Santa Clara, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.
- 6.9 Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under this Agreement, the damages, if any, recoverable by the LOR shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the LOR expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations hereunder; the LOR expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 6.10 Entire Agreement. The foregoing and Exhibit A hereto (Project Assignment Amendment) constitute the entire agreement and understanding between the District and LOR concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations,

EXHIBIT "A"

whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and LOR.

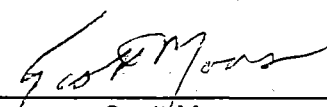
IN WITNESS WHEREOF, the District and LOR have executed this Agreement as of the date set forth above.

"DISTRICT"
SIMI VALLEY UNIFIED SCHOOL
DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent
Business & Facilities

"LOR"
NV5 WEST, INC.

By:  _____
Scott Moors

Title: Vice-President

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A18.454

SANTA SUSANA HS ENHANCED ENTRYWAY AT PAC

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of December 13, 2017.

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:

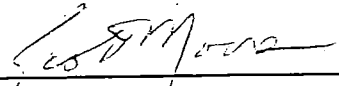
1. **Assigned Project Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Services for the Santa Susana HS Performing Arts Center Enhanced Entryway Project at an estimated total cost of \$11,294.50 per the attached Proposal dated November 22, 2017 (Attachment 1).**
2. **Assigned Project Form 103** (for projects requiring DSA review and approval). DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required for the proper construction of the Assigned Project.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for this Assigned Project. The pricing for each test or inspection shall not exceed the amounts listed in the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017.
5. **Agreement Terms.** All terms of the Agreement for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Title: _____

"LOR"
NV5 WEST, INC.

By:  _____
Title: VICE PRESIDENT

Attachment 1

NV5

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

November 22, 2017
Proposal No: 2017.06.0252
DSA No.: N/A
File No.: N/A

ATTENTION: Anthony Joseph

SUBJECT: Proposal for Materials Testing and Inspection Services for the Santa Susana High School Performing Arts Center Enhanced Entryway, 3570 E. Cochran St., Simi Valley, CA

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

Scope of Work and Cost Estimate

	Rate	Units	Total
Soil:			
Soil Technician (including nuclear guage)	\$ 100 hr	16	\$ 1,600.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	180	\$ 117.00
Concrete:			
Concrete Batch Plant Inspection (if required)	\$ 100 hr	12	\$ 1,200.00
Concrete Inspection / Technician - (cast cylinders)	\$ 100 hr	24	\$ 2,400.00
Concrete compression tests (5 cyls. per set)	\$ 22 ea	15	\$ 330.00
Concrete cylinder pickup	\$ 9.5 ea	15	\$ 142.50
Reinforcing Steel:			
Reinforcing Steel Bend tests (#5 & 6)	\$ 50 ea	2	\$ 100.00
Reinforcing Steel Tensile tests (#5 & 6)	\$ 55 ea	2	\$ 110.00
Reinforcing Steel sampling	\$ 100 hr	4	\$ 400.00
Masonry:			
Masonry Placement Inspection	\$ 100 hr	12	\$ 1,200.00
Mortar compression tests (sets of 3 ea.)	\$ 30 ea	6	\$ 180.00
Grout compression tests (sets of 4 ea.)	\$ 30 ea	4	\$ 120.00
Mortar & Grout sample pickup	\$ 9.5 ea	10	\$ 95.00
Block sampling (if required)	\$ 100 hr	4	\$ 400.00
Masonry Unit acceptance test (includes absorption, compression, moisture content & unit weight tests) (if required)	\$ 585 set	1	\$ 585.00
Engineering	\$ 160 hr	12	\$ 1,920.00
TOTAL:			\$ 11,294.50

NV5 West, Inc.

1686 Palma Drive, Suite A, Ventura, CA 91320
Phone: (805) 656-6074

An NV5, Inc. Company
www.NV5.com
Offices Nationwide

Proposal - Santa Susana H.S. PAC Enhanced Entryway

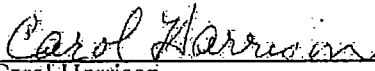
November 22, 2017

Assumptions:

- 1 Estimate is from plans and specifications provided by owner's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

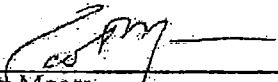
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors
Vice President

Attachments: Terms & Conditions
 2017 Fee Schedule

Ayes: 13 Noes: 0 Absent: 0 Abstained: 0



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

ADDITIONAL SERVICES NO. 5

**TO AGREEMENT A17.226 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT
AND
RRM DESIGN GROUP**

This Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **RRM DESIGN GROUP** ("Consultant").

Consultant is authorized to provide the following Additional Services at **Santa Susana High School**, as further described in the attached Proposal from Consultant dated November 28, 2017 (Exhibit "A"):

Provide construction-phase support services and record drawings for the Bus Loop and Landscape Improvements Project.

The terms and conditions of Agreement A17.226 for Consultant Services, dated November 16, 2016 apply to these additional services.

Compensation:

Compensation for these additional services shall be a stipulated not-to-exceed fee of **Ten-Thousand Seven Hundred Dollars (\$10,700.00)** as further described on the attached Proposal (Exhibit "A") dated November 28, 2017.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Dated: _____

Title: Associate Superintendent Business & Facilities

RRM DESIGN GROUP

By: _____
Jeff Ferber

Dated: 11/29/17

Title: Principal



Exhibit A

ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.08 and X.09
Project Name: Santa Susana High School Landscape Frontage Improvements	Project Number: 0851-01-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: November 28, 2017	

Method:

- ☒ Client authorization required ☐ Included in contract, authorization not required

Fee Type(s):

- ☒ Fixed Fee (see footnote)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated November 15, 2016 (the "Prime Agreement") for the project Santa Susana High School Landscape Frontage Improvements (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task X.08: Construction Support – Bus Loop – Phase 2

RRM's team of landscape, civil, and electrical will provide support during Phase 2 of construction of the project for the bus loop. RRM key staff will attend a pre-bid walk with prospective bidders. Following the bidding period, RRM will attend a pre-construction meeting with the winning bidder and the District. We will review and respond to Requests for Information (RFI), Change Orders (CO), submittals, and contractor-supplied shop drawings. We anticipate about 15 RFIs for a project of this nature. Under this task, we will also prepare and issue supplemental instructions, as necessary and clarify technical details. If required, we will visit the site to address concerns and provide support for the contractor at the request of the Client.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844
Business & Facilities, Consent #19



Deliverables:

- Pre-bid walk
- Pre-construction walk
- Construction Observation Site Visits (up to 5)
- Electrical Punchlist site visit (1)
- RFIs, submittals, and COs, as outlined above

Fixed Fee:

- 9,200 (see footnote A)

Task X.09: Record Drawings – Phase 2

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format for their files.

Deliverables:

- Record drawings

Fixed Fee:

- \$1,500 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

The following services or tasks are specifically excluded from the scope:

- Value Engineering

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Total Estimated Additional Fees

\$10,700

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

Sign

Date

Print Name, Title

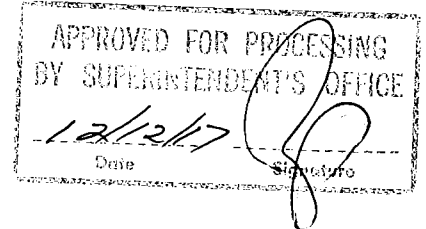
jmwn:\0801\0851-01-C117-Santa-Susana-HS-LA-Imp\Project-Management\Contracts\Addendums\Addendum-5\ASA-ConAdmin Phase 2-11-27-17-bpd.doc

TITLE: RATIFICATION OF AGREEMENT NO. A18.441 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR DESIGN OF PLANTING AND IRRIGATION PLANS FOR BIG SPRINGS ELEMENTARY SCHOOL

Business & Facilities
Consent #20

December 12, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Improvements to the landscaping and irrigation systems are needed at Big Springs Elementary School. Jordan, Gilbert & Bain Architects, Inc. can provide landscape architect services for the preparation of planting and irrigation plans.

Fiscal Analysis

The cost associated with Agreement No. A18.441 is a fixed fee of \$10,062.50. Said Agreement is attached as Exhibit "A". These landscape architectural services will be funded with Measure X funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 116 by Trustee Daniel, seconded by Trustee F. R. R. and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement A18.441 with Jordan, Gilbert & Bain Landscape Architects, Inc. for landscape architectural services for Big Springs Elementary School.

Ayes: B. R. R. D. R. R. F. R. R. W. R. R. Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A18.441
 TO
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Jordan, Gilbert & Bain Landscape Architects, Inc. Landscape Architect ("Architect") as of November 14, 2017.

Whereas, the District entered into a written Agreement entitled Agreement A17.423 for On-Going Landscape 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: **Big Springs Elementary School Irrigation Systems and Planting Improvements** per the attached Proposal (Attachment 1) from Architect dated October 24, 2017.

2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not identified at the time of execution of this agreement.

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

Basic Services Phases - Plans Preparation
Planting Plans with Details
Irrigation Systems Plans with Details
Specifications for the planting and irrigation systems.

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
As required.

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
Planting Plans with Details	Monday, November 27, 2017
Irrigation Systems Plans with Details	Monday, December 04, 2017
Specifications for the planting plans and irrigation systems.	Thursday, December 07, 2017

Big Springs ES Irrigation Systems and Planting Improvements
 Agreement No. A18.441 Jordan Gilbert & Bain
 November 14, 2017

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Ten-Thousand Sixty-Two Dollars and Fifty Cents (\$10,062.50). The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

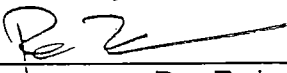
Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Planting Plans with Details	\$4,600.00	45.7%
Irrigation Systems Plans with Details.	\$4,600.00	45.7%
Specifications for the planting plans and irrigation systems.	<u>\$862.50</u>	<u>8.6%</u>
Total Contract Price:	\$10,062.50	100%

7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in the Architect's RFQ Response, except: _____.
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

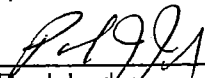
By:


 Ron Todo

Title: Associate Superintendent, Business & Facilities

Architect
Jordan, Gilbert & Bain Landscape Architects

By:


 Paul Jordan

Title: President

REQUEST FOR PURCHASE ORDER FOR LANDSCAPE ARCHITECTURAL SERVICES – OCTOBER 24, 2017

PROJECT: BIG SPRINGS ELEMENTARY SCHOOL
IRRIGATION RENOVATION PROJECT
3401 BIG SPRINGS AVE.
SIMI VALLEY, CA 93063

LANDSCAPE ARCHITECT: JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVENUE
VENTURA, CALIFORNIA 93001

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065

ATTENTION: PEDRO AVILA / TONY JOSEPH

A. PROJECT OVERVIEW

This request is for Professional Landscape Architectural Services for the preparation of Planting and Irrigation Plans for the renovation of the landscape areas throughout the campus.

B. SCOPE OF WORK

1. Planting Plan with Details
2. Irrigation Plan with Details
3. Specifications for the Planting and Irrigation Work

C. FEES

1. Principal Landscape Architect Time – 66.5 hour @ \$145/hrs.....\$ 9642.50
2. Associate Landscape Architect Time – 3.5 hours @ \$120/hrs.....\$ 420.00

Total Fee\$10,065.50
\$10,062⁵⁰

D. REIMBURSABLE EXPENSES

1. Printing Expenses

BY: Paul J. Jordan DATE October 24, 2017
PAUL J. JORDAN, LANDSCAPE ARCHITECT #1443
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.