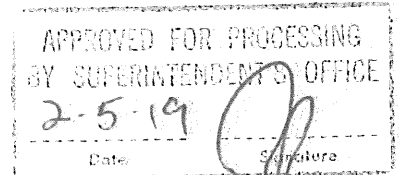


TITLE: RATIFICATION OF AWARD OF BID #19A10IBX322, ROYAL HIGH SCHOOL MARQUEE SIGN

Business & Facilities
Consent #4

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

At the September 11, 2012 Board Meeting, through the approval of Resolution No. 04-12/13, the Board of Education authorized informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), delegating authority to award informal contracts up to the prescribed CUPCCAA monetary limit to the Board's designee.

On January 16, 2019, the Associate Superintendent of Business & Facilities awarded Bid No. 19A10IBX322, Royal High School Marquee Sign, to Ardalan Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid proposal.

Six bids were received on January 10, 2019, for Bid No. 19A10IBX322, Royal High School Marquee Sign, which includes construction of a DSA structure, electrical, and landscaping improvements for a new District-Furnished electronic sign. A separate board item has been prepared for the authorization to purchase the electronic sign.

Construction Company Name

Bid Amount

A Bates GC, Inc.	\$ 97,000
Ardalan Construction Company, Inc.	\$ 93,300
Chalmers Construction	\$141,500
G2K Construction, Inc.	\$186,990
Golden Phoenix Construction	\$107,000
The Nazerian Group	\$117,123

Additional information is available in the Bond Office.

Fiscal Analysis

The total amount of this authorization is \$93,300 and will be funded by Measure X Bond Funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 101 by Trustee Jubran, seconded by Trustee Blooz and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call vote, award of Bid No. 19A10IBX322, Royal High School Marquee Sign, to Ardalan Construction Company, Inc.

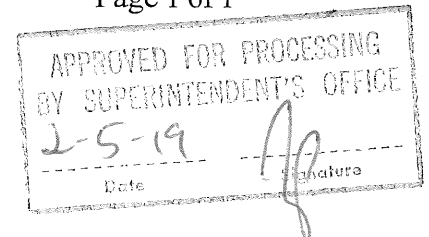
AYES: Blooz Jubran Smith deBelle NOES: 0 Absent: White Abstained: 0

TITLE: AUTHORIZATION FOR PROCUREMENT OF DRAGONFLY ELECTRONIC MARQUEE SIGN FROM PLL ENTERPRISES FOR ROYAL HIGH SCHOOL THROUGH MEASURE X FUNDING

Business & Facilities
Consent #5

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On October 2, 2018, through approval of Action #2, the Board of Education authorized the sole source purchase of Dragonfly signs through their exclusive distributor, PLL Enterprises.

Royal High School is ready to receive an electronic marquee sign for the project that will direct the public into the proper parking lot entrance at Royal Avenue for attending events at the stadium. Pricing is presented below.

Fiscal Analysis

Royal High School	\$55,452.54
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Price includes tax and freight.

A separate contract is being awarded for electrical power and sign installation in adherence with public contract code.

The marquee sign and its installation will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education authorize procurement of a Dragonfly electronic marquee sign from PLL Enterprises for Royal High School.

On a motion # 101 by Trustee Jubran, seconded by Trustee Blaze and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, the authorization for procurement of Dragonfly electronic marquee sign from PLL Enterprises for Royal High School.

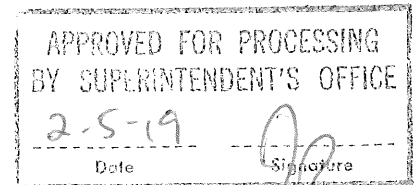
Ayes: Blaze, Jubran, Miller, LaBelle Noes: 0 Absent: White Abstained: 0

TITLE: RATIFICATION OF PROCUREMENT OF DRAGONFLY ELECTRONIC MARQUEE SIGNS FROM PLL ENTERPRISES THROUGH MEASURE X FUNDING

Business & Facilities
Consent #6

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On October 2, 2018, through approval of Action #2, the Board of Education authorized the sole source purchase of Dragonfly signs through their exclusive distributor, PLL Enterprises.

The following seven school sites have been identified as ready to receive new electronic marquee signs and are detailed in the pricing table below.

On January 24, 2019, the Associate Superintendent of Business & Facilities authorized initiation of a purchase requisition for the marquee signs.

Fiscal Analysis

Pricing from PLL Enterprises for Dragonfly marquee signs is presented below. Prices include tax and freight.

Arroyo Elementary School	\$24,465.87
Big Springs Elementary School	\$24,465.87
Garden Grove Elementary School	\$24,465.87
Hollow Hills Elementary School	\$24,465.87
Katherine Elementary School	\$24,465.87
Sycamore Elementary School	\$37,863.54
Township Elementary School	\$24,465.87
GRAND TOTAL	\$184,658.76

Separate contracts will be let for electrical power and sign installation in adherence with public contract code.

The electronic marquee signs and their installation will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education ratify procurement of the Dragonfly electronic marquee signs from PLL Enterprises.

On a motion # 101 by Trustee Jubra, seconded by Trustee Blaise and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, the procurement of Dragonfly electronic marquee signs from PLL Enterprises.

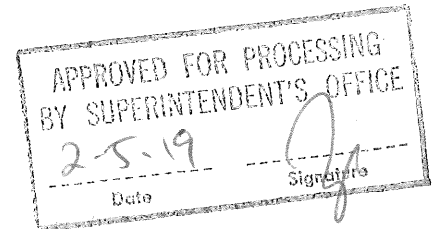
Ayes: Blaise, Jubra, J. Miller, LeBelle Noes: 0 Absent: White Abstained: 0

**TITLE: RATIFICATION OF AGREEMENT NOS. A19.274 & A19.275 BETWEEN
SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC.
FOR TESTING LABORATORY OF RECORD SERVICES FOR THE
PHASE II PROPOSITION 39 HVAC REPLACEMENT PROJECT AT
SIMI VALLEY HIGH SCHOOL AND SANTA SUSANA HIGH SCHOOL**

Business & Facilities
Consent #8

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. DSA requires the use of a testing laboratory-of-record for testing and inspection of structural reinforcements associated with the Phase II Proposition 39 HVAC Replacement Project at Simi Valley High School and Santa Susana High School.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A19.274 with NV5 West, Inc. is for an estimated total cost of \$3,211.00 (Exhibit "A") for materials testing and inspection for Simi Valley High School.

Testing Laboratory-of-Record Services Agreement A19.275 with NV5 West, Inc. is for an estimated total cost of \$4,363.00 (Exhibit "B") for materials testing and inspection for Santa Susana High School.

These services will be funded with Measure X funds.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 101 by Trustee Jubran, seconded by Trustee Boyer and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement Nos. A19.274 & A19.275 with NV5 West, Inc.

Ayes: Boyer, Jubran, Grollman, LaSalle Noes: 0 Absent: White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A19.274

SIMI VALLEY HIGH SCHOOL PHASE II PROPOSITION 39 HVAC REPLACEMENT PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of January 11, 2019.

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


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

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


1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Simi Valley High School Phase II Proposition 39 HVAC Replacement Project (DSA #03-118347) for an estimated total cost of \$3,211.00 per the attached Proposal dated January 11, 2019.**
2. **Assigned Project Form 103** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for all CCD's and construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for each Assigned Project. The pricing for each test or inspection shall be in accordance with the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017, with adjustments to accommodate the attached 2018 Geotechnical / Material Testing Fee Schedule.
5. **Agreement Terms.** All terms of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

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

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

By: 
Title: Ron Todo
Associate Superintendent
Business & Facilities

"LOR"
NV5 WEST, INC.

By: 
Title: Scott Moors
Vice-President

NV5

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

January 11, 2019
Proposal No: 2018.06.0256
DSA No.: 03-118347
File No.: 56-H6

ATTENTION: Tony Joseph

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Simi Valley High School - Prop 39 HVAC Equipment Replacement, 5400 Cochran St., Simi Valley, CA 93063**

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

Scope of Work and Cost Estimate

	Rate	Units	Total
Structural Steel:			
Field Welding Inspection + material ID	\$ 104 hr	8	\$ 832.00
Field Welding Inspection (overtime)	\$ 156 hr	8	\$ 1,248.00
Anchor Bolts and Anchor Rods test	\$ 104 hr	4	\$ 416.00
Engineering	\$ 160 hr	2	\$ 320.00
DSA (LVR-291)	\$ 395 ea	1	\$ 395.00
TOTAL:			\$ 3,211.00

Assumptions:

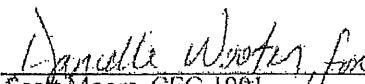
- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule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

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

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Reviewed By,


Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
2018 Fee Schedule

NV5

NV5 WEST, Inc.

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

2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

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

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

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

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

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

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/dy
2. Calibrated Ram (Full test)	\$95/dy
3. Ceiling Wire Dead-Weight Equip.	\$160/dy
4. Coating Thickness Gauge	\$45/dy
5. Concrete Relative Humidity Meter	\$265/dy
6. Concrete Slab Moisture Emission Kit / RH Probe	\$55/ea
7. Floor Flatness (plus labor - 4hr min)	\$375/dy
8. Durometer Gauge (Shore A/D)	\$45/dy
9. Hardness Gauge (Brinell, Rockwell)	\$85/dy
10. Generator	\$70/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
12. Magnetic Particle Equipment & Consumables	\$65/dy
13. Nuclear Gauge	\$35/dy
14. Pachometer (Rebar) Survey Equipment	\$95/dy
15. Schmidt Hammer	\$65/dy
16. Skidmore Wilhelm, per day	\$195/dy
17. Torque Wrench (Large, >100 ft-lb), per day	\$85/dy
18. Torque Wrench (Small), per day	\$20/dy
19. Ultrasonic Equipment & Consumables	\$75/dy
B. Diamond Coring (min. charge = field time travel + 1 hr. mob./demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (portal to portal)	\$0.75/mi

N|V|5

NV5 WEST, INC.

2018 FEE SCHEDULE

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 ^E	\$ 340
3. Collapse - ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) - per pt.	\$ 40
5. Direct Shear, remolded sample - ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 ^D	\$ 265
7. Expansion Index - ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head - remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) - ASTM D4972 ^C	\$ 35
10. Resistivity - ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH - CTM 643 ^C	\$ 155
12. Soil Cement - Moist-Dens, or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
14. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
15. Soil Classification - ASTM D2488 - Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

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

C Moisture Density Relationship

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

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel - ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base - compression (make, cure, test - 3 spec)	\$ 565
6. Cement Treated Base - stability	\$ 525
7. Clay lumps and friable particles, per primary size - ASTM C142 ^C	\$ 115
8. Cleanness Test - CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) - CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) - ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction - ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities - ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel - ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. "R" Value - ASTM D2488, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^A	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate - AASHTO T304 ^B	\$ 175

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

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

(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & 1 to rftl.)
(All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

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

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

C Masonry

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

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

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

TAT indicates testing time under typical conditions and is subject to change.

NV5

NV5 WEST, INC.

2018 FEE SCHEDULE

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

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

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals	
1. Consistency test - ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) ^A	\$270
B. Asphaltic Concrete, Aggregate And Mixes	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 202 ^A	\$235
Solvent Extraction Method - ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 ^A	\$155
Solvent Extraction Method - ASTM D2172 ^B	\$305
5. Film stripping - CTM 302 ^C	\$165
6. Gyrometry Compaction, 6" specimen, Lab Mix* - AASHTO T312 ^B	\$350
7. Gyrometry Compaction, 6" specimen, Plant Mix* - AASHTO T312 ^B	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track - AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor - CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) - ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) - ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 ^A	\$200
16. Moisture content - ASTM D-1461 ^A	\$115
17. Moisture Susceptibility - AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core - ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion - CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 ^D	\$1,850

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

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

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

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

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



PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A19.275

SANTA SUSANA HIGH SCHOOL PHASE II PROPOSITION 39 HVAC REPLACEMENT PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of January 11, 2019.

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


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

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

1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Santa Susana High School Phase II Proposition 39 HVAC Replacement Project (DSA #03-118359) for an estimated total cost of \$4,363.00 per the attached Proposal dated January 11, 2019.**
2. **Assigned Project Form 103 or other DSA documents** setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project are incorporated into this Agreement.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for all CCD's and construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for each Assigned Project. The pricing for each test or inspection shall be in accordance with the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017, with adjustments to accommodate the attached 2018 Geotechnical / Material Testing Fee Schedule.
5. **Agreement Terms.** All terms of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

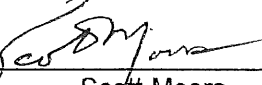
The District and LOR have executed this PAA as of the date set forth above

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: 

Ron Todo
Title: Associate Superintendent
Business & Facilities

"LOR"
NV5 WEST, INC.

By: 

Scott Moors
Title: Vice-President

NV5

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

January 11, 2019
Proposal No: 2018.06.0255
DSA No.: 03-118359
File No.: 56-H6

ATTENTION: Tony Joseph

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Santa Susana High School - HVAC Equipment Replacement, 3570 Cochran St., Simi Valley, CA 93063**

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

Scope of Work and Cost Estimate

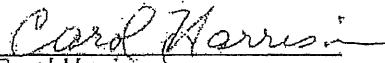
	Rate	Units	Total
Structural Steel:			
Shop Welding Inspection - material ID, welders certs & weld procedures)	\$ 88 hr	16	\$ 1,408.00
Field Welding Inspection	\$ 104 hr	16	\$ 1,664.00
Anchor Bolts and Anchor Rods test	\$ 104 hr	4	\$ 416.00
Engineering	\$ 160 hr	3	\$ 480.00
DSA (LVR-291)	\$ 395 ea	1	\$ 395.00
TOTAL:			\$ 4,363.00

Assumptions:


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

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

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Reviewed By,


Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
2018 Fee Schedule

NV5

NV5 WEST, Inc.

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

2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

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

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

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge. Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

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

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

II. MATERIALS AND EQUIPMENT

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

N/V/5

NV5 WEST, INC.

2018 FEE SCHEDULE

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 ^E	\$ 340
3. Collapse - ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) - per pt.	\$ 40
5. Direct Shear, remolded sample - ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 ^D	\$ 265
7. Expansion Index - ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head - remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) - ASTM D4972 ^C	\$ 35
10. Resistivity - ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH - CTM 643 ^C	\$ 155
12. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
14. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
15. Soil Classification - ASTM D2488 - Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

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

C Moisture Density Relationship

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

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel - ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^B	\$ 260
5. Cement Treated Base - compression (make, cure, test - 3 spec)	\$ 565
6. Cement Treated Base - stability	\$ 525
7. Clay lumps and friable particles, per primary size - ASTM C142 ^C	\$ 115
8. Cleaness Test - CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) - CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) - ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction - ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^B	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities - ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel - ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^B	\$ 1600
Extend to 24-months add (C1293 requires Sp Grav & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. "R" Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate - AASHTO T304 ^B	\$ 175

30. Unit weight - ASTM C29

\$ 72

E Dimensional Stone Tests

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

(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & 1 to rift.)
(All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

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

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

C Masonry

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

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

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

TAT indicates testing time under typical conditions and is subject to change.

NV5

NV5 WEST, INC.

2018 FEE SCHEDULE

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

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

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals	
1. Consistency test - ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) ^A	\$270
B. Asphaltic Concrete, Aggregate And Mixes	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 202 ^A	\$235
Solvent Extraction Method - ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 ^A	\$155
Solvent Extraction Method - ASTM 2172 ^B	\$305
5. Film stripping - CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* - AASHTO T312 ^H	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* - AASHTO T312 ^H	\$300
<i>* Add \$110 for Asphalt Rubber</i>	
8. Hamburg Wheel Track - AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor - CTM 382 ^B	\$650
10. Marshall - Stability and flow (coarse) - ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) - ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 ^A	\$200
16. Moisture content - ASTM D-1461 ^A	\$115
17. Moisture Susceptibility - AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of coarse - ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion - CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 ^D	\$1,850

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

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

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

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

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

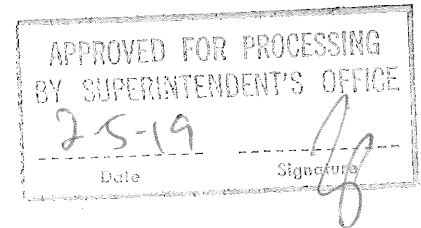


TITLE: APPROVAL OF AGREEMENT NO A19.284 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE GARDEN GROVE ELEMENTARY SCHOOL MPR BUILDING PROJECT

Business & Facilities
Consent #9

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

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

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A19.284 with NV5 West, Inc. is for an estimated cost of \$36,875.80 (Exhibit "A") for materials testing and inspection for the Garden Grove Elementary School MPR Building Project.

These services will be funded with Measure X funds, and with Developer Fee funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.284 with NV5 West, Inc. for testing laboratory-of-record services for the Garden Grove Elementary School MPR Building Project.

On a motion # 101 by Trustee Jubran, seconded by Trustee Brown and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A19.284 with NV5 West, Inc.

Ayes: Brown
Jubran
Smoller
LaBiller Noes: 0 Absent: White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A19.284

GARDEN GROVE ELEMENTARY SCHOOL MPR BUILDING PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of February 6, 2019.

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


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

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

1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Garden Grove Elementary School MPR Building Project (DSA #03-118619) for an estimated total cost of \$36,875.80 per the attached Proposal dated December 28, 2018.**
2. **Assigned Project Form 103** setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for all modular building and construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for each Assigned Project. The pricing for each test or inspection shall be in accordance with the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017, with adjustments to accommodate the attached 2018 Geotechnical / Material Testing Fee Schedule.
5. **Agreement Terms.** All terms of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

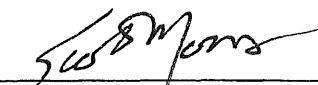
The District and LOR have executed this PAA as of the date set forth above

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

By: 

Ron Todo
Title: Associate Superintendent
Business & Facilities

"LOR"
NV5 WEST, INC.

By: 

Scott Moors
Title: Vice-President

NV5

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

December 28, 2018
Proposal No: 2018.06.0257
DSA No.: 03-118619
File No.: 56-34

ATTENTION: Tony Joseph

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Garden Grove E.S.
Multi-Purpose Building, 2250 Tracy Avenue, Simi Valley, CA 93063 - (Bid #19A22DF321)**

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:			
Geotechnical Observation (over-ex 5-6' minimum)	\$ 104 hr	48	\$ 4,992.00
Geotechnical Observation and Testing (sitework & utilities)	\$ 104 hr	32	\$ 3,328.00
Maximum Density (soil)	\$ 185 ea	2	\$ 370.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	952	\$ 618.80
Geotechnical Engineer	\$ 160 hr	6	\$ 960.00
Concrete:			
Mix Design Review (if required)	\$ 230 ea	1	\$ 230.00
Concrete Batch Plant Inspection	\$ 104 hr	16	\$ 1,664.00
Concrete Inspection / Technician - (cast cylinders)	\$ 104 hr	16	\$ 1,664.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	20	\$ 440.00
Concrete cylinder pickup	\$ 9.5 ea	20	\$ 190.00
Reinforcing Steel:			
Reinforcing Steel Bend tests (#4)	\$ 50 ea	3	\$ 150.00
Reinforcing Steel Tensile tests (#4)	\$ 55 ea	3	\$ 165.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104 hr	6	\$ 624.00
Structural Steel:			
Shop Welding Inspection - material ID, welders certs & weld procedures)	\$ 88 hr	60	\$ 5,280.00
Field Welding Inspection	\$ 104 hr	80	\$ 8,320.00
Ultrasonic Testing or Mag Particle (shop)	\$ 92 hr	16	\$ 1,472.00
Ultrasonic Testing or Mag Particle (field)	\$ 108 hr	16	\$ 1,728.00
Miscellaneous:			
Epoxy Inspection	\$ 104 hr	4	\$ 416.00
Anchor installation and testing	\$ 104 hr	4	\$ 416.00
Ceiling wire pull tests	\$ 104 hr	12	\$ 1,248.00
Engineering	\$ 160 hr	10	\$ 1,600.00
DSA (LVR-291 & GVR-293)	\$ 395 ea	2	\$ 790.00
TOTAL:			\$ 36,875.80

Proposal - Garden Grove E.S. Multi-Purpose Bldg.

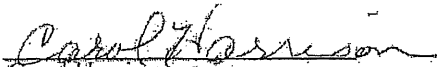
December 28, 2018

Assumptions:

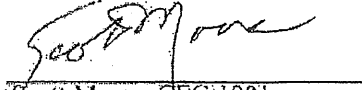
- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule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

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

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Reviewed By,


Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
 2018 Fee Schedule

NV5

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

NV5

NV5 WEST, Inc.

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

2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

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

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

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge. Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

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

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for IDSA projects). For same-day scheduling, a 30% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

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

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

II. MATERIALS AND EQUIPMENT

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

NIV5

NV5 WEST, INC.

2018 FEE SCHEDULE

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 ^E	\$ 340
3. Collapse - ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) - per pt.	\$ 40
5. Direct Shear, remolded sample - ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 ^D	\$ 265
7. Expansion Index - ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head - remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) - ASTM D4972 ^C	\$ 35
10. Resistivity - ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH - CTM 643 ^C	\$ 155
12. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
14. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
15. Soil Classification - ASTM D2488 - Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

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

C Moisture Density Relationship

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

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel - ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base - compression (make, cure, test - 3 spec)	\$ 565
6. Cement Treated Base - stability	\$ 525
7. Clay lumps and friable particles, per primary size - ASTM C142 ^C	\$ 115
8. Cleanness Test - CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) - CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) - ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction - ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities - ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel - ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp Grav & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. 'R' Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate - AASHTO T304 ^B	\$ 175

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

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

(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & 1 to rftl.)
(All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

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

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

C Masonry

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

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

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

TAT indicates testing time under typical conditions and is subject to change.

NV5

NV5 WEST, INC.

2018 FEE SCHEDULE

VI. LAB TESTS: REINFORCING & STRUCTURAL STEEL

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

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals	
1. Consistency test - ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) ^A	\$270
B. Asphaltic Concrete, Aggregate And Mixes	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 202 ^A	\$235
Solvent Extraction Method - ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 ^A	\$155
Solvent Extraction Method - ASTM D2172 ^B	\$305
5. Film stripping - CTM 302 ^C	\$165
6. Gyroatory Compaction, 6" specimen, Lab Mix* - AASHTO T312 ^B	\$350
7. Gyroatory Compaction, 6" specimen, Plant Mix* - AASHTO T312 ^B	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track - AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor - CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) - ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) - ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 ^A	\$200
16. Moisture content - ASTM D-1461 ^A	\$115
17. Moisture Susceptibility - AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core - ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion - CTM 360 ^C	\$325
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 ^D	\$1,850

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

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

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

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

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

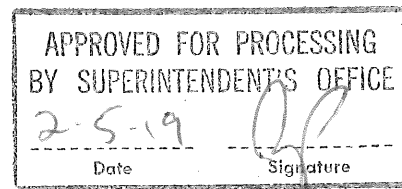


**TITLE: APPROVAL OF AGREEMENT NO. A19.285 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND LUNDGREN MANAGEMENT
CORPORATION FOR CONSTRUCTION MANAGEMENT SERVICES
FOR MEASURE X PROJECTS**

Business & Facilities
Consent #11

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On October 2, 2018, the Board of Education authorized Agreement A19.170 for provision of staff augmentation construction management services for October, November, and December of 2018. A continuation of these services is needed through February 28, 2019 for management of current projects, and development of upcoming projects. The firm of Lundgren Management Corporation is providing these services.

Fiscal Analysis

The total not-to-exceed cost for this 2-month extension of construction management services is \$44,142.00 based on a billing rate of \$127 per hour. There would be no obligation to continue these services at the end of this 2-month period. These services are further described in attached Agreement No. A19.285 (Exhibit "A"), and will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.285 for extending construction management services through February 28, 2019 with the firm of Lundgren Management Corporation.

On a motion # 701 by Trustee Jubran, seconded by Trustee Stange and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A19.285 with Lundgren Management Corporation.

Ayes: Jubran Stange Smoller LeBelle Noes: 0 Absent: White Abstained: 0



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BOND MANAGEMENT OFFICE
ADDITIONAL SERVICES AGREEMENT A19.285
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
LUNDGREN MANAGEMENT CORPORATION**

This authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **LUNDGREN MANAGEMENT CORPORATION** ("Consultant").

Consultant is authorized to provide staff augmentation construction management services for Measure X projects for the period beginning on January 1, 2019 through February 28, 2019. These services include management and closeout of current construction projects, constructability review of the plans and specifications for upcoming projects, and assistance with development of projects slated for construction during the summer of 2019. The terms and provisions of Agreement A19.170 dated October 3, 2018 between Consultant and District apply to this additional services agreement.

Compensation:

Compensation for these staff augmentation services shall be a not-to-exceed fee of **Forty-Four Thousand One-Hundred Forty-Two Dollars (\$44,142.00)**. The billing rate shall be \$127.00 per hour for these on-site, staff augmentation services per the attached Proposal from Consultant dated January 14, 2019.

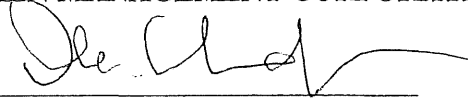
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Dated: _____

Title: Associate Superintendent Business & Facilities

LUNDGREN MANAGEMENT CORPORATION

By: 
Dale Lundgren

Dated: 1/15/2019

Title: President



January 14, 2019

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

Reference: Extension of Professional CM Services (Staff Augmentation)

Dear Mr. Avila,

Lundgren Management is pleased to present our proposal for David Pegg (Construction Manager) to continue to provide professional Construction Management Services, as requested. Mr. Pegg will continue to assure that all parties are properly informed through open paths of communication, ensuring that the Simi Valley Unified School District continues to receive top-flight services.

Lundgren Management highly values our clients and is committed to providing the Simi Valley Unified School District with excellent service and in turn, forming rapport and mutual appreciation. We trust that you will find that the needs of the Simi Valley Unified School District have been effectively addressed within the attached proposal.

The attached proposal for extended Staff Augmentation Services shall be valid for a 2-month period, beginning on January 1, 2019 and ending on February 28, 2019. On behalf of the entire Lundgren team; we would like to thank you for the opportunity to present this proposal and look forward to continuing our services with the Simi Valley Unified School District

Best regards,

Shawn Fonder
Vice President Program & Client Services
Lundgren Management Corporation

CC: Dale Lundgren, LM - President
Margaret Lundgren, LM - Vice President
Gina DeTolve, LM - Director of Construction Management
Anthony Joseph - Bond Program Manager

Attach: Professional Project Management Services Fee Proposal dated 1/14/19



Staff Augmentation Fee Proposal

Simi Valley Unified School District

Professional Project Management Services - Extension (6)

January 14, 2019

Proposed Personnel	Jan-19	Feb-19			Total Hours
David Pegg - Construction Manager	173	173			346
Miscellaneous Expenses	\$ 100	\$ 100			
	\$22,071	\$22,071	\$		

Billing Rate Schedule:

Hourly Rate

Construction Manager	\$ 127	346	\$ 43,942
Reimbursable Expenses		LS	\$ 200

TOTAL AMOUNT: \$ 44,142.00

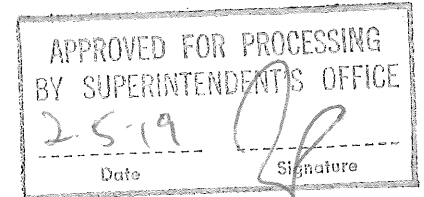
**Hourly Rates are Subject to Adjustment*

**TITLE: RATIFICATION OF INCREASE IN PRICE OF ELECTRONIC
MARQUEE SIGN FOR MOUNTAIN VIEW ELEMENTARY SCHOOL**

Business & Facilities
Consent #12

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On October 30, 2018, through approval of Consent #18, the Board of Education authorized the procurement of Dragonfly electronic marquee signs from PLL Enterprises for seven school sites, including Mountain View Elementary School.

The marquee sign for Mountain View was originally planned to be single-sided. However, after determining that the planned location would not result in the sign being easily visible, staff determined that a pedestal-mounted double-sided sign was necessary.

Fiscal Analysis

Mountain View Elementary School – Original Proposal	\$24,954.93
Mountain View Elementary School – Revised Proposal	\$37,434.72
Increase in Price	\$12,479.79

Separate contracts will be let for electrical power and sign installation in adherence with public contract code.

The purchase and installation of the marquee sign will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education ratify the increase in price for procurement of the Dragonfly electronic marquee sign for Mountain View Elementary School.

On a motion # 101 by Trustee Jubran, seconded by Trustee White and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, the increase in price of electronic marquee sign for Mountain View Elementary School.

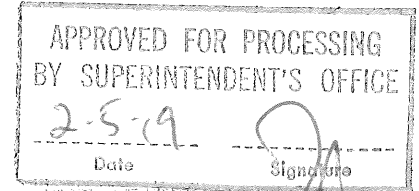
Ayes: Brown, Jubran, Smoller, LeBelle Noes: 0 Absent: White Abstained: 0

TITLE: APPROVAL OF AGREEMENT NO A19.286 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE ROYAL HIGH SCHOOL MARQUEE SIGN PROJECT

Business & Facilities
Consent #14

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

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

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A19.286 with NV5 West, Inc. is for an estimated cost of \$8,993.50 (Exhibit "A").

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.286 with NV5 West, Inc. for testing laboratory-of-record services for the Royal High School Marquee Sign Project.

On a motion # 101 by Trustee Jubran, seconded by Trustee Bray and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A19.286 with NV5 West, Inc.

Ayes: Bray
Jubran
Fuller
W. Belle Noes: 0 Absent: White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A19.286

ROYAL HIGH SCHOOL MARQUEE SIGN PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of February 6, 2019.

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

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

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

1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Royal High School Marquee Sign Project (DSA #03-118895) for an estimated total cost of \$8,993.50 per the attached Proposal dated January 15, 2019.**
2. **Assigned Project Form 103** setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for each Assigned Project. The pricing for each test or inspection shall be in accordance with the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017, with adjustments to accommodate the attached 2018 Geotechnical / Material Testing Fee Schedule.
5. **Agreement Terms.** All terms of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By:

Ron Todo

Title: Associate Superintendent
Business & Facilities

"LOR"
NV5 WEST, INC.

By: _____

Scott Moors
Vice-President

Title:

N|V|5

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

January 15, 2019
Proposal No: 2019.06.0001
DSA No.: 03-118895
File No.: 56-H6

ATTENTION: Tony Joseph

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Royal High School
Marquee Sign, 1402 Royal Ave., Simi Valley, CA - (Bid # 19A10IBX322)**

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:			
Sr. Soil Technician (including nuclear guage)	\$ 104 hr	8	\$ 832.00
Maximum Density (soil)	\$ 185 ea	1	\$ 185.00
Maximum Density (base)	\$ 210 ea	1	\$ 210.00
Mileage	\$ 0.65 mi	240	\$ 156.00
Geotech Engineer	\$ 160 hr	2	\$ 320.00
Concrete:			
Mix Design Review (if required)	\$ 230 ea	1	\$ 230.00
Concrete Batch Plant Inspection	\$ 104 hr	4	\$ 416.00
Concrete Inspection / Technician - (cast cylinders)	\$ 104 hr	2	\$ 208.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	5	\$ 110.00
Concrete cylinder pickup	\$ 9.5 ea	5	\$ 47.50
Reinforcing Steel:			
Reinforcing Steel Bend tests (#5)	\$ 50 ea	1	\$ 50.00
Reinforcing Steel Tensile tests (#5)	\$ 55 ea	1	\$ 55.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104 hr	2	\$ 208.00
Masonry:			
Mix Design Review Grout (if required)	\$ 230 ea	1	\$ 230.00
Masonry Inspection	\$ 104 hr	4	\$ 416.00
Grout Batch Plant Inspection	\$ 104 hr	4	\$ 416.00
Grout compression tests (sets of 4)	\$ 30 ea	10	\$ 300.00
Grout sample pickup	\$ 9.5 ea	10	\$ 95.00
Block Sampling (estimate only / based on location of supplier)	\$ 104 hr	4	\$ 416.00
Masonry Unit acceptance test includes (absorption, compression, moisture content & unit weight)	\$ 585 set	1	\$ 585.00
Masonry truck & 1 operator - masonry coring	\$ 195 hr	4	\$ 780.00
Masonry core shear test	\$ 105 ea	2	\$ 210.00
Structural Steel:			
Shop Welding Inspection - material ID, welders certs & weld procedures)	\$ 88 hr	4	\$ 352.00
Field Welding Inspection (if required)	\$ 104 hr	4	\$ 416.00

Proposal - Royal High School Marquee Sign

January 15, 2019

Miscellaneous:

Engineering	\$	160	hr	6	\$	960.00
DSA (LVR-291 & GVR-293)	\$	395	ea	2	\$	790.00
TOTAL:					\$	8,993.50

Assumptions:

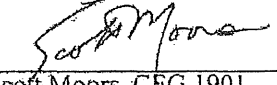
- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule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

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

Respectfully Submitted,
NV5 West, Inc.


 Carol Harrison
 Marketing Manager

Reviewed By,


 Scott Moors, CEG 1901
 Vice President

Attachment: Terms and Conditions
 2018 Fee Schedule

NV5

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

Business & Facilities, Consent #14

N/V/5

NV5 WEST, Inc.

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

2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

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

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

RUSH: 50% surcharge. Sample prioritized over other samples in que.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$185
Senior Engineer/Geologist/Consultant (PE, CEG)	\$160
Project Engineer/Geologist/Consultant	\$135
Project Manager	\$120
Staff Engineer/Geologist/Consultant	\$110

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector	\$104	\$88
(Concrete, PIT Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)		
Public Works Inspector	\$112	\$100
Roofing/Waterproofing Inspector	\$104	\$94
Concrete/Asphalt Batch Plant Inspection	\$104	\$90
Technician* (Soil/Asphalt/Special Testing)	\$104	\$90
Nondestructive Exam/Testing (UT/Mag Part/Dye Pen.)	\$108	\$92

C. DSA / OSHPD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$100
DSA Masonry / Shotcrete Inspection	\$104
DSA 5 SI (Inspector Qualifications)	\$75 ea.
Special Inspection Verified Report (SIVR/VR)	\$225 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.

D. Sample Pickup/Delivery & Mileage	Standard
Sample Pickup/Delivery (>25 mi radius of Lab) - plus applicable unit price	\$62/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$93/hr
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$55/day
Trip Charge (within 25 radius of Lab, if >25 mi, hourly + mileage)	\$35/trip

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$100/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr	
Court Appearance and Depositions (4 hr min)	\$295/hr	
Drafting/CADD	\$70/hr	
Clerical		\$60/hr

II. MATERIALS AND EQUIPMENT

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

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NV5 WEST, INC. 2018 FEE SCHEDULE

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 ^E	\$ 340
3. Collapse - ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) - per pt.	\$ 40
5. Direct Shear, remolded sample - ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 ^D	\$ 265
7. Expansion Index - ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head - remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) - ASTM D4972 ^C	\$ 35
10. Resistivity - ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH - CTM 643 ^C	\$ 155
12. Soil Cement - Moist-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
14. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
15. Soil Classification - ASTM D2488 - Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

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

C Moisture Density Relationship

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

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel - ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base - compression (make, cure, test - 3 spec)	\$ 565
6. Cement Treated Base - stability	\$ 525
7. Clay lumps and friable particles, per primary size - ASTM C142 ^C	\$ 115
8. Cleanliness Test - CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) - CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) - ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction - ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities - ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel - ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. 'R' Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate - AASHTO T304 ^B	\$ 175

30. Unit weight - ASTM C29

\$ 72

E Dimensional Stone Tests

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

(Comp. MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & L to right.)
(All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

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

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

C Masonry

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

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

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

TAT indicates testing time under typical conditions and is subject to change.

NV5

NV5 WEST, INC.

2018 FEE SCHEDULE

VI. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing

1. Processing mill certification (each size & heat) \$20 ea.
2. Rockwell or Brinell Hardness, average of three readings \$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C \$215

B. Reinforcing Steel

1. Deformation, reinforcing steel ^C \$60
2. Pre-stress, strand or wire, tensile & elongation ^D Per Quote
3. Proof test on post-tension assembly Per Quote
4. Bend Test (rebar) ^C \$50
5. Tensile test (rebar), up to & including #8 ^C \$55
6. Tensile test (rebar) #9, #10, #11 ^D \$95
7. Tensile test (rebar) #14, #18 ^D \$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D \$215

C. Structural Steel

1. Cutting & machining charges cost + 15%
2. Bend test, structural, all sizes \$75
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)* \$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)* \$125
5. Flattening test of pipe \$65

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D \$335
2. Bolts - proof load (non-DSA) ^D \$ 45
3. Bolts - ultimate load ^D \$ 65
4. Bolts - hardness ^D \$ 35
5. Nuts - proof load ^D \$ 45
6. Nuts - hardness ^D \$ 35
7. Washers - hardness ^D \$ 35

E. Welding Procedure and Welder Qualification Tests

- | Coupon thickness (mild steel only) | to 3/8" | over 3/8" |
|------------------------------------|----------|-----------|
| 1. Fracture bend (fillet) | \$45 | \$45 |
| 2. Macroetch | \$55 ea. | |
| 3. Free bend | | \$65 |
| 4. Nick break | \$45 ea. | \$35 |
| 5. Side, face or root bend | \$28 ea. | \$35 |
| 6. Tensile | \$40 ea. | \$50 |
| 7. Welder Qualification Records | | \$115 |

Includes evaluation of test specimens and preparation of Stamped

Welder/Procedure Qualification Records per applicable code.

*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.

**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

1. Consistency test - ASTM D3910 ^A \$95
2. pH determination ^B \$75
3. Oven cook off (% residue) ^A \$100
4. Solids content by evaporation and ignition extraction (slurry) ^A \$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) ^A \$270

B. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 ^A \$220
2. Coring of asphaltic concrete - See Section E Diamond Coring
3. Extraction, % bitumen and sieve analysis
Ignition Oven Method - CTM 382, 202 ^A \$235
Solvent Extraction Method - ASTM D2172 ^B \$395
4. Extraction, % bitumen only
Ignition Oven Method - CTM 382 ^A \$155
Solvent Extraction Method - ASTM 2172 ^B \$305
5. Film stripping - CTM 302 ^C \$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* - AASHTO T312 ^B \$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* - AASHTO T312 ^B \$300
* Add \$110 for Asphalt Rubber
8. Hamburg Wheel Truck - AASHTO T324 ^B \$1,450
9. Ignition Oven Correction Factor - CTM 382 ^B \$650
10. Marshall - Stability and flow (core) - ASTM D1559 ^A \$125
11. Marshall - Stability and flow (bulky) - ASTM D1559 ^B \$325
12. Marshall - Specific Gravity ^A \$225
13. Mix proportion - Marshall Method ^D \$2,900
with R.A.P. ^E \$3,700
14. Mix proportion - HVEEM Method ^D \$2,700
with R.A.P. ^E \$3,500
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 ^A \$200
16. Moisture content - ASTM D-1461 ^A \$115
17. Moisture Susceptibility - AASHTO T283 ^D \$2,550
18. Recovery of Extruded Asphalt (extraction only) - ASTM D5404 ^D \$250
19. Recovery of rubber from ARHM extraction ^D \$315
20. Specific gravity of core - ASTM D2726 ^A \$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 ^A \$185
Stabilometer test and mixing of sample ^B \$400
22. Surface Abrasion - CTM 360 ^C \$525
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 ^D \$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 ^D \$1,850

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

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

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

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

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

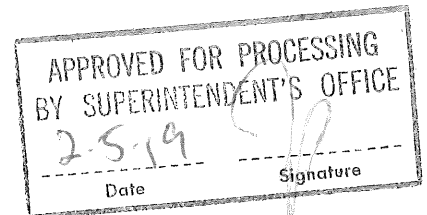


**TITLE: APPROVAL OF AGREEMENT NO. A19.299 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND WILLIAMS & ASSOCIATES, LLC
FOR SCHOOL FACILITIES FUNDING CONSULTANT SERVICES**

Business & Facilities
Consent #16

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

The District has utilized Williams & Associates for provision of technical assistance with preparation, submission, and monitoring of funding applications through the Office of Public School Construction (OPSC) to obtain state matching funds for the C4 Bond modernization projects. Continuation of these services for eligible Measure X projects will assist the District with obtaining state matching funds as they become available.

Fiscal Analysis

The cost for these services is a not-to-exceed fee of \$25,000 based on a rate of \$164/hour, as further described in attached Agreement No. A19.299 (Exhibit "A").

The agreement will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.299 with the firm of Williams & Associates, LLC.

On a motion # 101 by Trustee Julian, seconded by Trustee Brown and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A19.299 with Williams & Associates, LLC.

Ayes: Brown Julian Smith W. Sullivan Noes: 0 Absent: White Abstained: 0

AGREEMENT NO. A19.299 FOR CONSULTANT SERVICES
School Facilities Funding Consulting Services

AGREEMENT made as of the 6th day of February, 2019,

between the District:

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

and the Consultant:

Williams & Associates, LLC
P.O. Box 2125
Placerville, CA 95667

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

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

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

WHEREAS, This Agreement supersedes and replaces any previous agreements with Consultant.

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

1. Scope of Consultant Services.

- 1.1 Preparation and submission of SFP Modernization eligibility applications and other information to the Office of Public School Construction (OPSC) and providing assistance to the District with responding to requests from OPSC.
- 1.2 Preparation and submission of documentation required by the California Department of Education (CDE) for plan approvals and California Environmental Quality Act (CEQA) compliance.
- 1.3 Coordination with the District and the District's architects for the state funding process.
- 1.4 Preparation and submission of SFP Modernization funding applications and supporting documentation.
- 1.5 Meeting with District and state representatives as necessary for the funding process.

- 1.6 Attending Board of Education meetings if required by the District.
- 1.7 Providing updates regarding current regulations pertaining to the funding process.
- 1.8 Assisting the District with the preparation of expenditures reports and audit documentation.
- 1.9 Consultant will not be visiting any of the District's school sites, and shall conduct Consultant's services from Consultant's offices.
- 1.10 Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services.

2. Insurance.

2.1 Consultant Insurance. At all times during performance of Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

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

Commercial General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

An endorsement naming Simi Valley Unified School District as Additional Insured shall be provided with the insurance on forms required by the District.

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

- 3. **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations.
- 4. **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 5. **Contract Price.** Compensation to the Consultant for Consultant Services is a fee of \$164/hour for each individual providing services to the District, based on the amount of time expended by personnel of the Consultant in providing Consultant Services, at the hourly rate

set forth above, the aggregate of which is the Contract Price. The Contract Price for Consultant Services shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) per the attached Proposal from Consultant dated January 23, 2019 (Exhibit A).

6. **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site of CDE or OPSC and the District's Administrative Offices, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement. The District shall pay and reimburse any direct costs, travel, meals, and lodging, when such expenses are incurred at the request of the District. All such reimbursable expenses shall require authorization in writing in advance by the District, hereinafter referred to as, "Reimbursable Expenses."
7. **Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment for Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.
8. **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.
9. **Consultant's Payments.** The Consultant shall promptly pay its employees and others performing or providing Consultant Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
10. **District Termination for District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
11. **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

12. **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

13. **Miscellaneous.**

Governing Law; Interpretation. This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

Time. 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.

Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.

Records. Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.

Notices. Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

Williams & Associates, LLC
P.O. Box 2125
Placerville, CA 95667
Attn.: MimiDene Williams, Principal

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

15. **Disputes.**

Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes

between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

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

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

16. **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.
17. **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent. Business & Facilities

WILLIAMS & ASSOCIATES, LLC

By: _____
MimiDene Z. Williams

Title: Principal



Exhibit A

January 23, 2019

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

Subject: Proposal for State School Facility Program Services

Dear Mr. Avila:

Williams & Associates, LLC is pleased to provide you with a proposal for State School Facility Program (SFP) services for Simi Valley Unified School District.

Williams & Associates was established in 1995 and has provided services specializing in school facility planning over the last 24 years to over seventy-five school districts in California. With over 32 years of experience, we have worked on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education and Office of Public School Construction (OPSC). This diverse background provides our clients with the expertise to effectively coordinate their projects through the School Facilities Program's eligibility, application for funding, and closeout processes.

Please do not hesitate to contact us should you have any questions or require clarification on any aspect of this response. We thank you very much for the opportunity to submit a proposal and be considered for your District's facility funding needs.

Best regards,

MimiDene Williams

MimiDene Z. Williams
Principal
Williams & Associates, LLC
mimidene@williams-assoc.com
(530) 906-6690



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State School Facility Program Services

Executive Summary

Our team believes in partnering with the Simi Valley Unified School District to become familiar with the district's facilities and goals, in order to provide a comprehensive approach to assisting the district in meeting those goals. We have collectively been involved in hundreds of projects throughout the State that have required numerous agency approvals, and our team brings a wealth of knowledge in how to successfully navigate projects through the various eligibility and funding stages.

We are prepared to provide the following assistance to the District:

- Analysis, preparation and submittal of SFP Modernization eligibility applications and supplemental information to the OPSC for eligible schools within the District, including coordination of additional information requests from the OPSC during eligibility processing.
- Preparation and submittal of California Department of Education (CDE) preliminary plan and/or final plan submittals for modernization projects identified by the District, including preparation of the Notices of Exemption to comply with the California Environmental Quality Act (CEQA).
- Coordination with the school district and architects regarding the State School Facility Program (SFP) application for funding process for the schools identified by the District.
- Preparation and submittal of SFP Modernization funding applications and supplemental information to the OPSC for eligible schools identified by the District, including coordination of additional information requests from the OPSC during funding application processing.
- Meeting with District staff, architectural team, and State agencies.
- Attending Board and district committee meetings, when necessary.
- Providing updates and advice on the State program when requested.



Firm Information

Williams & Associates, LLC is a limited liability corporation that was established in 1995, and has provided services specializing in school facility planning over the last 24 years to over seventy-five school districts in California. With over 32 years of experience, we have worked on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education and Office of Public School Construction. This diverse background provides our clients with the expertise to effectively coordinate their projects through the School Facilities Program's eligibility, application for funding, and closeout processes.

We believe in approaching our clients as though we are extensions to the district's staff. We work collaboratively with the district's facilities team, whether they are district staff or district consultants, to ensure that we thoroughly understand the district's needs. Knowing the district's needs and goals allows our team the ability to create successful strategies to meet those needs in the most efficient manner possible.

In order to prepare successful funding strategies, we will work alongside district staff to gather relevant information. When necessary, we will request verification of data gathered by our team, to ensure proper preparation of document forms and reports.

Our primary team consists of MimiDene Williams of Williams & Associates, and two support staff.

MimiDene will lead efforts to gather necessary information for inclusion in the various facility analyses, including meeting with district staff and consultants to visit sites and document previously prepared facility documents. The support staff will prepare the primary analysis for calculation of eligibility in various facility programs, and preparation of agency forms and/or documents. MimiDene will be available to present any necessary information to district personnel, committees, or to the district's governing board.

MimiDene Williams, Principal

Ms. Williams has been assisting school districts throughout the state for over 32 years with their school facility needs.

From January, 1987 and the subsequent two and one-half years, she initiated her career into the school facilities arena with the Office of Local Assistance, now known as Office of Public School Construction, where she was responsible for all construction and modernization projects for San Diego and Imperial Counties.

For the next three and one half years, MimiDene was the Director of School Facilities Planning for the El Dorado County Office of Education. In this capacity she coordinated virtually all the projects for the school districts in El Dorado County that were seeking state funding for schools.

From July, 1993 through June, 1995, MimiDene was the Director of School Planning for the architectural firm Murray & Downs, A.I.A. Inc. located in Placerville, California.



Beginning in July, 1995, MimiDene Williams formed the company Williams & Associates specializing in school facility planning. Over the last 24 years, the firm has provided assistance to over seventy-five school districts in California working on projects affected by Local, State, and Federal agencies including City and County Planning agencies; the California Department of Education; Office of Public School Construction; Division of the State Architect; Department of Toxic Substance Control; California Coastal Commission; and the Tahoe Regional Planning Agency. This diverse background provides clients with the experience to effectively coordinate their projects through the State School Facilities Program's eligibility, application for funding, and closeout process.

Ms. Williams has a B.S. in Business Administration from California State University, Sacramento and holds a certificate in Educational Facilities Planning from the University of California, Davis.

Our team is unique in that MimiDene Williams has worked directly for the Office of Public School Construction (and the Office of Local Assistance, as OPSC was previously named). In addition, the support staff is very familiar with the agency requirements which enables our team to provide very first-hand knowledge of the intricacies of the facility programs. This creates advantages to your district, in the application of direct experience and the breadth of knowledgeable strategies that we are able to share with the district when preparing applications and creating strategies for successful funding.

We regularly attend workshops, monthly meetings and training provided through the Coalition of Adequate School Housing (CASH). We also regularly attend State Allocation Board meetings to keep abreast of changes to the regulations and policies associated with school facility funding.

Prior Relative Experience

School District & Address	Contact / Title / Email	Phone Number
Redwood City School District 2565 Goodwin Avenue Redwood City, CA 94061	Donald Dias Bond Program Director ddias@rcsdk8.net	(650) 670-2943
Roseville City Elementary School District 1050 Main Street Roseville, CA 95678	Dennis Snelling Assistant Superintendent dsnelling@rcsdk8.org	(916) 771-1600 x111
Sonoma County Office of Education 5340 Skylane Boulevard Santa Rosa, CA 95403	Steven D. Herrington, Ph.D. Sonoma County Superintendent of Schools sherrington@scoe.org	(707) 524-2603
Windsor Unified School District 9291 Old Redwood Highway, Bldg. 500 Windsor, CA 95492	Lois Standring Chief Business Officer lstandring@wusd.org	(707) 837-7726



Compensation

Should the Simi Valley Unified School District wish to retain our team for the following services, we would request that services be billed on an hourly basis, at a rate of \$164 per hour, for a Not-to-Exceed amount of \$25, 000.

Additional Costs

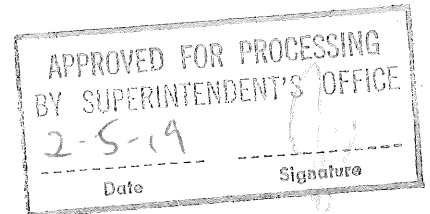
The District shall pay and reimburse any direct costs (such as travel, special printing fees and mailing costs), when such expenses are incurred at the request and approval of the District.

**TITLE: ADOPTION OF UNIFORM SYSTEM FOR RATING BIDDERS
PREQUALIFICATION APPLICATION FOR PUBLIC WORKS
PROJECTS VALUED OVER \$4,000,000**

Business & Facilities
Consent #17

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On January 1, 2014, Public Contract Code 20111.6 became effective, and required school districts to adopt a uniform system of rating and prequalifying general contractors, and mechanical, electrical, and plumbing subcontractors, for state funded construction projects valued at \$1,000,000 and greater. On April 15, 2014, the Board of Education adopted a uniform system of rating bidders for projects valued at \$1,000,000 and greater. The Bond Management Office wishes to implement a uniform system of rating bidders for the largest Measure X projects, which will have construction values over \$4,000,000. The attached Prequalification Application (Exhibit A) constitutes a uniform system of rating bidders for projects valued over \$4,000,000.

Fiscal Analysis

Implementing a uniform prequalification requirement for projects valued over \$4,000,000 is expected to reduce additional inspection and management and administrative costs, due to the level of experience, bonding capacity, financial strength, and capability of prequalified contractors.

Recommendation

It is recommended that the Board of Education adopt the attached Prequalification Application (Exhibit "A"), which constitutes a uniform system of rating bidders for projects valued over \$4,000,000.

On a motion # 101 by Trustee Tubra, seconded by Trustee Bouff and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, adoption of a uniform system of rating bidders for projects valued over \$4,000,000.

Ayes: Bouff Tubra Miller LaBelle Noes: 0 Absent: White Abstained: 0

SIMI VALLEY UNIFIED SCHOOL DISTRICT

PUBLIC WORKS

APPLICATION FOR PRE-QUALIFICATION [Projects Over \$4,000,000]

1. Introduction

- 1.1. Simi Valley Unified School District, "District" will be soliciting bids for modernization, reconstruction, technology, and new construction projects. As a precondition of bidding and in accordance with the provisions of Sections 20111.5 and 20111.6 of the California Public Contract Code, Simi Valley Unified School District requires that all prospective bidders on public works projects that involve a projected expenditure of more than Four Million Dollars (\$4,000,000.00), complete and submit this Application for Prequalification on the forms provided herein.
- 1.2. To submit a bid on a District project, the prospective bidder and all MEP Subcontractors must submit a completed Application for Prequalification to the District no less than at least ten (10) business days prior to the latest date for submission of bids for a particular project and must be prequalified at least five (5) business days prior to the date fixed for the public opening of sealed bids. The District will notify the applicant if, in the District's opinion, the applicant meets the prequalification requirements and may bid the project(s).
- 1.3. Prequalification by the District is valid for one (1) year from the date that the District notifies the Applicant of same and shall be applicable to public works projects that involve a projected expenditure of more than Four Million Dollars (\$4,000,000.00). Applicants who obtain prequalification under this application shall also be prequalified to submit a bid on public works projects that involve a projected expenditure of less than Four Million Dollars (\$4,000,000).
- 1.4. In accordance with Public Contract Code section 20111.6, a Bid Proposal shall not be accepted unless a Bidder submits with its Bid Proposal a Subcontractors List in accordance with the Instructions for Bidders on which the listed mechanical, electrical, and plumbing subcontractors (collectively, "MEP Subcontractors") have submitted a Prequalification Application in accordance with the Instructions for Bidders at least ten (10) business days prior to the last date for the submission of Bid Proposals set forth in the Notice to Contractors Calling for Bids, and each and every one of such subcontractors has been prequalified for at least five (5) business days prior to that date.
- 1.5. For purposes of this Prequalification Application, MEP Subcontractors are contractors licensed pursuant to Business & Professions Code section 7058, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses, pursuant to regulations of the Contractors' State License Board.

2. Submission of Completed Application

An original and one (1) copy of the fully completed Prequalification Application with all required documentation should be submitted to the District in a sealed envelope labeled in the lower left-hand corner "CONFIDENTIAL– Prequalification Application" and submitted to:

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

Bids for projects requiring prequalification will not be accepted from prospective bidders who do not have a prequalification statement on file with the District.

PREQUALIFICATION APPLICATION

Simi Valley Unified School District ("District") has determined that all prospective bidders must be pre-qualified under the provisions of this Prequalification Application prior to submitting bids for all public works projects with a Project Contract Price of more than Four Million Dollars (\$4,000,000.00). It is mandatory that all licensed Contractors who intend to submit bids complete this Prequalification Application, provide all materials requested herein, and be approved by the District to be on the Prequalified Bidder's list. No Bid will be accepted from a prospective bidder that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint venture, each entity within the Joint Venture must be separately qualified to bid. Contractors and MEP Subcontractors are encouraged to complete and submit prequalification applications as soon as possible, so that they may be notified of omissions of information to be remedied or of their prequalification status, sufficiently in advance of the bid opening date for the project.

1. Contents of Prequalification Application; Responsiveness.

A Prequalification Application consists of the following:

- Prequalification Application
- DIR Registration Verification
- Construction Projects Completed
- Construction Projects in Progress
- Essential Requirements
- Financial Statement and Accountant's Release Letter
- Reference Questionnaires
- Notarized Statement of Bondability
- Notarized Statement of Insurability

Any Prequalification Application not containing the above-referenced requisite documents completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury may render the Prequalification Application non-responsive. All information or responses of a prospective Bidder in its Prequalification Application and other documents accompanying the Prequalification Application shall be complete, accurate and true. Any statement which is proven to be false shall be grounds for immediate disqualification.

2. Questions Regarding Prequalification Application.

All questions regarding the Prequalification Application or Prequalification process must be submitted to the District. Questions will only be accepted in writing and sent via email to the SVUSD Bond Program Manager, Anthony Joseph at anthony.joseph@simivalleyusd.org or to the SVUSD Director of Purchasing, Derrick Hoffman at derrick.hoffman@simivalleyusd.org.

3. Prequalification Application.

The District requires all prospective bidders to answer the questions contained in this Prequalification Application and submit the requisite documentation. These documents will be the basis of rating bidders to determine whether a bidder is qualified to bid on District Projects. The District reserves the right to determine qualification on the basis of additional information secured from any source. The District's decision will be based on objective evaluation criteria and scorable questions. Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. Omission of requested information may result the Prequalification Application being deemed non-responsive.

4. DIR Registration Verification.

To qualify as a Prequalified Bidder, each Contractor must be a DIR Registered Contractor and complete and submit the DIR Registration Verification, included in this Prequalification Application. The Prequalification Application of a Bidder who is not a DIR Registered Contractor will be rejected as non-qualified.

5. Construction Projects Completed; Construction Projects in Progress Forms.

Using the forms attached to this Prequalification Application, Applicant shall provide the required information for: (i) its six (6) most recently completed public works projects and its three (3) largest completed private or public projects within the last five (5) years; and (ii) all construction projects Applicant's organization currently has in progress. Names and references must be current and verifiable.

6. Financial Statement and Accountant's Release Letter.

The certificate of a licensed Certified Public Accountant will be required in all cases. A suggested form of a certificate for both an audit and a review is attached hereto. One of these may be used if appropriate. It will be acceptable for the accountant to submit a certificate in the accountant's own words. However, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the District. Accountant's Release Letter will also be required. The District will verify financial statement validity with responsible accountant.

7. Reference Questionnaires.

Applicant shall complete the Reference Questionnaires for its three (3) largest completed public projects within the last five (5) years. Once complete, send to listed owner for completion of the questionnaire and submission of all pages to the District. District will verify all Reference Questionnaires received by District from Owners in Reference Questionnaire.

8. Notarized Statement of Bondability.

The prospective bidder must attach a notarized statement from an admitted surety insurer authorized to issue bonds in the State of California that has an A.M. Best rating of "A" or better which states the bidder's current available bonding capacity, bonding capacity for a single contract, and total bonding capacity. Bonding capacity for a single contract must be at least Four Million Dollars (\$4,000,000), and total bonding capacity must be at least Ten Million Dollars

(\$10,000,000). For MEP Subcontractors, the notarized statement from an admitted surety insurer authorized to issue bonds in the State of California must have an A.M. Best rating of at least "A-" which states the MEP Subcontractor's current available bonding capacity of at least One-Hundred Seventy-Five Thousand Dollars (\$175,000).

9. Notarized Statement of Insurability.

The prospective bidder must attach a notarized statement from a qualified insurer which states the current insurability of Applicant. The Applicant must show insurability of at least \$2,000,000 per occurrence/\$4,000,000 aggregate in Comprehensive General Liability Insurance. Notarized Statement of Insurability will be accepted by the District only if the insurer is: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

10. Waiver of Irregularities.

The District reserves the right to waive minor irregularities and omissions in the information contained in the Prequalification Application submitted, to make all final determinations.

11. Late Applications.

The District may refuse to grant prequalification where the requested information and materials are not provided by the specified date and time. There is no appeal from a failure to submit a complete application or from submission of a late application. The closing time for prequalification will not be changed to accommodate supplementation of an incomplete submission of an application, or a late submission of an application. If the District elects to extend the latest date for submission of bids on a project, the latest date for obtaining prequalification shall be commensurately extended in accordance with the provisions of Paragraph 1.2 of this Prequalification Application.

12. Confidentiality.

The completed Prequalification Applications submitted by Applicants are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal process. State law requires, however, that the names of Applicants applying for prequalification status shall be subject to disclosure, and the first page of the questionnaire will be used for that purpose.

13. Notification of Prequalification Results.

Applicants will be notified by fax or e-mail of their prequalification rating. Prequalification approval will remain valid for 1-year (365 calendar days) from the date that the District notifies the Applicant, except that the District reserves the right during the calendar year to adjust, increase, limit, suspend or rescind the prequalification ratings based on subsequently learned information and after giving notice of the proposed action to the prequalified Bidder and affording the prequalified Bidder an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the District as to why the prequalified Bidder's prequalification status should not be altered or rescinded.

14. Post-Bid Determination of Responsibility.

While it is the intent of this Prequalification Application to assist the District in determining bidder responsibility prior to bid, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination of whether a bidder is responsible and has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

15. Prequalification Requirements/Scoring.

To prequalify, each prospective bidder must meet or exceed the requirements outlined in the sections below:

i) Pass/Fail Section

Part IV, Section I – Essential Requirements for Qualification. The questions within this section are evaluated utilizing pass or fail approach. Bidders that do not meet all requirements in this section will not be qualified to bid. Bidders receiving a fail score in this section will not be evaluated any further.

ii) Scoring Sections. Part IV, Section II. Bidders must achieve a minimum score of 147 out of 197 possible on questions that are scored and the reference questionnaires contained in parts II and III. Note that meeting the minimum score on the scored sections does not guarantee prequalification as there are non-scored questions that will also be objectively evaluated.

Section II - Evaluation Criteria. The questions in this section are evaluated utilizing a points system. The points from this section will be added to the points from section III. There are 167 possible points in this section.

Section III: Reference Questionnaire. The questionnaire will be used to evaluate the Applicants past performance. The Applicant shall send this questionnaire to the owner references listed for each project and shall ensure that the three (3) completed questionnaires are sent directly from the references to Simi Valley Unified School District. If more than three responses are received by the District the three (3) lowest scored questionnaires will be utilized in calculating the points from this section. A score of zero will be assigned for any questionnaires less than three (3) not received by the District, and a maximum score of ten (10) for each received questionnaire. The highest possible score for this part is thirty (30) Points. The District reserves the right to uniformly apply the same criteria to the Reference Questionnaire for all prospective bidders. *Please be advised that all references are subject to verification.*

iii) Disqualification. Failure or refusal to complete all questions and provide all information

requested within this pre-qualification application form shall be a basis for disqualification. Further, any statement which is proven to be false shall be grounds for immediate disqualification.

16. Appeal of Prequalification Rating.

Where a timely and completed Prequalification Application results in a rating below that necessary to prequalify or an Applicant is deemed disqualified based upon the essential elements, an appeal can be made. An appeal is begun by the Applicant delivering notice to Director of Purchasing, Simi Valley Unified School District of its appeal of the decision with respect to its prequalification rating, no later than two (2) working days after the District provides notice to the Applicant of the Applicant prequalification status for District Projects. The written appeal shall set forth in detail all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the appeal. Any matters not set forth in the written appeal may be deemed invalid. All factual contentions must be supported by competent, admissible and credible evidence.

Unless the Applicant submits a timely appeal, the Applicant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

Upon receipt of a timely written appeal from Applicant, the District shall have five (5) working days within which to prepare and forward to Applicant a written response to Applicant's Appeal which advises Applicant of the basis for the District's prequalification determination. If Applicant disputes the District's response, Applicant may submit to the District a written request for an appeal hearing, provided such request is made no later than two (2) working days after the District serves its written response on Applicant. Applicant's failure to submit a written request for an appeal hearing within the two (2) working day period shall be deemed to have waived its right to an appeal hearing and shall also waive any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

If the Applicant gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after Public Entity's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the District's Board of Education has delegated responsibility to hear such appeals (the "Appeals Panel"). The Applicant will be given the opportunity to present information and present reasons in opposition to the rating. After the conclusion of the hearing, a decision will be rendered and the Applicant shall be notified in writing of the decision. It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

An Applicant may be found not pre-qualified for bidding on a specific public works contract to be let by the District, or on all contracts to be let by the District until the Applicant meets the District's requirements. In addition, an Applicant may be found not pre-qualified for either: (1) omission of

requested information or (2) falsification of information.

Any appeal not conforming to the foregoing may be rejected by the District as invalid. The foregoing notwithstanding, Applicant's waiver of an appeal hearing shall not render this appeal process invalid.

SIMI VALLEY UNIFIED SCHOOL DISTRICT PREQUALIFICATION APPLICATION (Projects \$4,000,000 and Over)

PART I. CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person (Name/Title): _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____
(Mandatory Notification Fax)

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Classifications and License Numbers: _____

PART II. STATEMENT OF EXPERIENCE

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of

the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
 If "yes," explain on a separate signed page.
3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
 If "yes," explain on a separate signed page.
4. Are any corporate officers, partners or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
 If "yes," explain on a separate signed page.
5. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Was your firm in bankruptcy at any time during the last five years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

8. Your organization's Federal Tax Identification Number: _____

9. State your firm's gross revenues for each of the last three years:

10. State your firm's net revenues for each of the last three years:

11. The Contractor has the following net worth, computed as total assets minus current liabilities: (Contractor shall indicate figures below from Contractor's Financial Statements.)

Contractor's Total Assets: \$ _____

Contractor's Total Liabilities: < _____ >

Contractor's Net Worth: \$ _____

12. Bonding capacity: Provide documentation from your surety confirming your firm has sufficient bonding capacity for this Project and identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

Total bonding capacity: _____

13. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

14. In what type of construction does your firm specialize?

Licenses

15. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:
- _____
- _____
- _____
16. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
- _____
- _____
- _____
17. Has your firm changed names or license number in the past five years?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed page, including the reason for the change.
18. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed page, including the reason for the change.
19. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
- ☐ Yes ☐ No
- If "yes," please explain on a separate signed sheet.

DIR Registration

20. **DIR Registration Verification Form.** Each Contractor and Subcontractor must complete and submit with its Pre-Qualification Application the form of DIR Registration Verification included with the Contract Documents. A Pre-Qualification Application submitted without the DIR Registration Verification duly completed and executed by the Contractor/Subcontractor will result in rejection of the Pre-Qualification Application as non-qualified.

Disputes

21. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
- ☐ Yes ☐ No
- If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

22. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

23. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

24. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

25. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

26. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

27. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

28. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Criminal Matters and Related Civil Suits

29. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

30. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

31. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

32. If your firm was required to pay a premium of more than one per cent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state below, the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent (1%), if you wish to do so.
- _____

33. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

34. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

35. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

36. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

37. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

38. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

39. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

40. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

41. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

42. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- _____
- _____
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- _____
- _____
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.
- _____
- _____
- _____

43. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

PART III. CONTRACTOR'S PERFORMANCE/EXPERIENCE

Using the forms attached hereto (Attachments 2 and 3), Contractor shall provide the following information:

1. Contractor shall identify and provide information about its six most recently completed public works projects and its three largest completed private projects within the last five (5) years. Names and references must be current and verifiable.

2. Contractor shall identify and provide information about **all construction projects your organization currently has in progress** (insert additional pages as needed).

ATTACHMENT 1

DIR REGISTRATION VERIFICATION

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as

_____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is _____, 20__.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20__ at _____
(City and State)

(Signature)

(Name, typed or printed)

ATTACHMENT 2 CONSTRUCTION PROJECTS COMPLETED

Contractor Name: _____

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, title, address, current phone number and e-mail address):

Project Type: ☐ New Construction ☐ Modernization ☐ Classroom Modernization
☐ Infrastructure

Procurement: ☐ General Contractor ☐ Multi-Prime ☐ Lease/Leaseback ☐ Design-Build

Contractor's Role: ☐ General/Prime Contractor, License Classification(s): _____

☐ Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):

Construction Manager (name, company name, current phone number and e-mail address):

Description of Project, Scope of Work Performed: _____

Completed Projects	
Original Contract Price:	
Total Adjusted Contract Price:	
Dollar Value of Work Performed by Contractor:	
Original Duration:	
Date of Completion and Actual Duration	/
Time Extensions Granted (no. of days):	

ATTACHMENT 3 CONSTRUCTION PROJECTS IN PROGRESS

Contractor Name: _____

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, address, current phone number and e-mail address):

Project Type: ☐ New Construction ☐ Modernization ☐ Classroom Modernization
 ☐ Infrastructure

Procurement: ☐ General Contractor ☐ Multi-Prime ☐ Lease/Leaseback ☐ Design-Build

Contractor's Role: ☐ General/Prime Contractor, License Classification(s): _____
 ☐ Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):

Construction Manager (name, company name, current phone number and e-mail address):

Description of Project, Scope of Work Performed: _____

Projects in Progress	
Original Contract Price:	
Value of Change Orders to date:	
Value of Work to be Performed by Contractor:	
Planned Completion Date:	
Current Scheduled Completion Date:	
Time Extensions Granted (no. of days):	
Percent Complete:	

PART IV, SECTION I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 9 is "no."

Contractor will be immediately disqualified if the answer to any of questions 10 through 18 is "yes."

NOTE: ESSENTIAL REQUIREMENTS NOS. 1, 2, 7, 8, and 18 APPLY TO GENERAL CONTRACTORS ONLY.

1. Contractor is a DIR Registered Contractor.
☐ Yes ☐ No, not qualified

2. Has your firm completed two (2) public works projects with a contract price of at least Two Million Dollars (\$2,000,000) that were subject to review, approval, and inspection by the California Department of the General Services, Division of State Architect within the last five (5) years?
☐ Yes ☐ No, not qualified

3. Does your firm have a minimum of five (5) years experience in public school/community college construction as a prime general contractor in the state of California?
☐ Yes ☐ No, not qualified

4. Contractor possesses a valid and current California Contractor's license for the Project for which it intends to submit a bid?
☐ Yes ☐ No, not qualified

5. Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate from an insurer with an A.M. Best rated A- or better; A.M. Best Financial Size Category VII or higher; authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California?
☐ Yes ☐ No, not qualified

6. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700, et. seq.?
☐ Yes ☐ No, not qualified
☐ Contractor is exempt from this requirement, it has no employees

7. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) authorized to issue bonds in the State of California having an A.M. Best rating of "A" or better which states: (a) current available bonding capacity (b) bonding capacity for a single contract of at least Four Million Dollars (\$4,000,000), and (c) total bonding capacity of at least Ten Million Dollars (\$10,000,000)?
NOTE: Notarized statement must be from the surety company, not an agent or broker.
☐ Yes ☐ No, not qualified

8. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?
☐ Yes ☐ No, not qualified
9. Is the Contractor's current Workers Compensation Insurance EMR higher than 1.25?
☐ Yes ☐ No, not qualified
10. Has your contractor's license been revoked at any time in the last five years?
☐ Yes, not qualified ☐ No
11. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was terminated for cause or default by the project owner within the last five (5) years?
☐ Yes, not qualified ☐ No
12. At the time of submitting this Prequalification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes, not qualified ☐ No
13. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes, not qualified ☐ No
14. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes, not qualified ☐ No
15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
☐ Yes, not qualified ☐ No
16. Is your firm currently the debtor in a bankruptcy case?
☐ Yes, not qualified ☐ No
17. At any time during the last five years, has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes, not qualified ☐ No

18. Applicant's Net Worth, calculated as the difference between Applicant's Total Assets and Total Liabilities, is less than One Million Dollars (\$1,000,000).
☐ Yes, not qualified ☐ No

SECTION II: EVALUATION CRITERIA

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years
5 points for 6 years or more **4 points for 5 years**
3 points for 4 years **2 points for 3 years or less**

2. Was your firm or any predecessor to your firm, or any of its owners, officers or partners at any time during the last five years in bankruptcy? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)
☐ Yes ☐ No
 If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.
10 points for "No"
0 points for "Yes"

3. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No
5 points for "No"
0 points for "Yes"

4. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No
 If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
10 points for "No"
4 points for "Yes" indicating one project with liquidated damages of more than \$50,000
0 points for "Yes" indicating two projects or more projects with liquidated damages of more than \$50,000
0 points for any other answer

5. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer

of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

5 points for "No"

0 points for "Yes"

6. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

10 points for "No"

0 points for "Yes"

7. Has your organization ever refused to sign a construction contract awarded to it?

☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

10 points for "No"

0 points for "Yes"

8. Has your organization ever failed to complete or been precluded from completing a construction contract or been terminated for convenience?

☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

10 Points for "No"

7 points for "Yes" if termination for convenience or if precluded due to events beyond Contractor's control

0 Points for "Yes" indicating any other reason

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

10 points for either "No" or "Yes" indicating 1 such instance.

5 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than \$50 million, scoring

is as follows:

10 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

5 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

9. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
☐ Yes Number of instances: ____ ☐ No
10. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?
☐ Yes Number of instances: ____ ☐ No
11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
☐ Yes ☐ No
5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims
12. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☐ No
5 points for "No"
3 points for "Yes" indicating 1 such instance
0 points for "Yes" or if 2 or more such instances
13. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization?
☐ Yes ☐ No
If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.
10 points for "No"
0 points for "Yes"
14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No
5 points for "No"
0 points for "Yes"

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
- ☐ Yes ☐ No
5 points for "No"
0 points for "Yes"
16. Was your firm required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay.
- ☐ Yes Bond Premium Paid: _____ ☐ No
3 points if the rate is no more than one percent
0 points if the rate is more than one percent
17. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
- ☐ Yes ☐ No
5 points for "No"
0 points for "Yes"
18. During the last five years, has a claim or other demand been made against your organization's California Contractors License Bond?
- ☐ Yes ☐ No
5 points for "No"
0 points for "Yes"
19. During the last five years, has a complaint been filed against your organization's California Contractors License with the California Contractors State License Board?
- ☐ Yes ☐ No
5 points for "No"
0 points for "Yes"
20. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?
- ☐ Yes ☐ No
5 points for "No"
3 points for "Yes" indicating 1 such instance
0 points for "Yes" if 2 or more such instances
21. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws or with the **federal** Davis-Bacon prevailing wage requirements?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

5 points for "No"

3 points for "Yes" indicating no more than 3 such instances

0 points for "Yes" indicating 4 or more such instances

* * * * *

NOTE: The scoring for the following four (4) questions shall be as follows:

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

22. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

23. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, attach a separate signed page describing each citation.

24. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

25. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☐ No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

26. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

4 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.10

2 points for three-year average of EMR of more than 1.10 but no more than 1.25

0 points for any other EMR

* * * * *

The individual executing this Prequalification Application on behalf of the Contractor is duly and fully authorized to execute this Prequalification Application and hereby certifies and declares:

I have read all of the responses to this Prequalification Application and the supporting documentation attached hereto and know their contents. The matters stated in the Prequalification Application responses and supporting documentation are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____

Printed Name: _____

Title: _____

(Signature)

PART V: REFERENCE/QUESTIONNAIRE - Page 1

Contractor: _____

DSA Project: ☐ Yes ☐ No

Contractor shall complete ONLY THE PROJECT NAME, LOCATION, OWNER, AND OWNER CONTACT information below for its three (3) largest completed public projects within the last five years. Please indicate if DSA project. Contractor shall send to listed Owner for completion of the remaining portions of this questionnaire, after which Owner shall submit all pages of this questionnaire to the District at the email addresses listed on the second page of this questionnaire. Each Reference Questionnaire submitted to District shall be valued at up to 15 points. No more than three (3) Reference Questionnaires shall be included in the point count.

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number, fax and e-mail):

To Be Completed by Contractor and Verified By Owner:

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number, fax and e-mail):

Construction Manager (name and current phone number, fax and e-mail):

Description of Project, Scope of Work Performed:

Original Contract Price: _____ Total Adjusted Contract Price: _____

Original Duration: _____ Actual Duration: _____

Time Extensions Granted (number of days): _____

REFERENCE QUESTIONNAIRE – Page 2

Contractor Name: _____

Reference: Please confirm Project information identified on preceding page and then rate the contractor from 0 to 10, with 0 being the least and 10 being the highest, using the following questions. Once completed please sign and send all pages directly to Simi Valley Unified School District, Attention: via email to anthony.joseph@simivalleyusd.org Bond Program Manager and to derrickhoffman@simivalleyusd.org Director of Purchasing. Thank you.

1. How did the contractor perform in preventing or resolving any stop notices or liens?
0 1 2 3 4 5 6 7 8 9 10
2. Did the contractor provide adequate personnel?
0 1 2 3 4 5 6 7 8 9 10
3. How was the contractor's performance in adequately planning, coordinating, and implementing the work?
0 1 2 3 4 5 6 7 8 9 10
4. How cooperative was the contractor in working with the Owner?
0 1 2 3 4 5 6 7 8 9 10
5. Rate the contractor's timeliness in providing reports and paperwork, including change order paperwork?
0 1 2 3 4 5 6 7 8 9 10
6. Was the contractor timely in completing the project?
0 1 2 3 4 5 6 7 8 9 10
7. How did the contractor perform in mitigating or preventing change orders on the job?
0 1 2 3 4 5 6 7 8 9 10
8. How fair was the contractor in pricing changes?
0 1 2 3 4 5 6 7 8 9 10
9. How has the contractor been in taking care of warranty items?
0 1 2 3 4 5 6 7 8 9 10
10. How fair was the contractor when dealing with claims?
0 1 2 3 4 5 6 7 8 9 10
11. Rate the effectiveness of the safety program provided by the contractor.
0 1 2 3 4 5 6 7 8 9 10
12. Rate the contractor's timeliness in paying their suppliers/subcontractors.
0 1 2 3 4 5 6 7 8 9 10

13. How proactive was the contractor in resolving problems?

0 1 2 3 4 5 6 7 8 9 10

14. How would you rate the contractor's overall performance?

0 1 2 3 4 5 6 7 8 9 10

15. Would you work with this contractor again?

0 1 2 3 4 5 6 7 8 9 10

* * * * *

Dated: _____

Printed Name of Reference: _____

Title of Reference: _____

References Public Entity or Company: _____

(Signature of Reference)

The District wishes to thank each reference for completing and submitting this information to the District at the email addresses listed on the second page of this questionnaire.

END OF REFERENCE QUESTIONNAIRE (Page 3)

PART VI: FINANCIAL STATEMENT / ACCOUNTANT'S RELEASE LETTER

The certificate of a licensed Certified Public Accountant will be required in all cases. A suggested form of a certificate for both an audit and a review is attached hereto. One of these may be used if appropriate. It will be acceptable for the accountant to submit a certificate in the accountant's own words. However, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the District.

Accountant's Release Letter will be required. Simi Valley Unified School District will verify financial statement validity with responsible accountant.

Term of Financial Statements. A Contractor's financial information shall be valid until the date shown is more than one year old from the time the prequalification application is approved. Statements will be held on file until the financial information is fifteen (15) months old at which time it will be destroyed. All applicable portions of the form should be completed with schedules attached if the space provided does not suffice.

FINANCIAL INFORMATION

COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT:

STATE OF: _____

We have examined the Financial Statement of _____ as of _____, a copy of which is attached hereto. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages ____ to ____ inclusive, sets forth fairly the financial condition of _____ as of _____, in conformity with generally accepted accounting principles.

Type Name of Firm

Accountant must sign here

Telephone No.

License No.

.....
COMPLETE THIS CERTIFICATE FOR A REVIEW ONLY OF FINANCIAL STATEMENT:

I (we) have reviewed the accompanying financial statement of _____ as of _____, a copy of which is attached hereto. The information included in the financial statement is the representation of the management of the above firm.

Based on my (our) review with the exception of the matter(s) described in the following paragraphs(s), I am (we are) not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Type Name of Firm

Accountant must sign here

Telephone No.

License No.

(Note this review consists principally of inquiries of management and appropriate analytical procedures applied to this financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of opinion regarding the financial statements taken as a whole. Accordingly, we have not expressed such an opinion.)

Special note to Accountant:

The above Certificates of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; nor by any individual who is a member of the firm with more than a ten percent financial interest.

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize Simi Valley Unified School District to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

Name

Title

Company Name

Date

Verified by Simi Valley Unified School District

Name

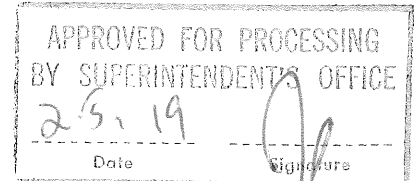
Date

**TITLE: APPROVAL OF CHANGE ORDER NO. 2, SANTA SUSANA
ELEMENTARY SCHOOL BUS LOOP & PARKING IMPROVEMENTS,
BID NO. 18C22BX293**

Business & Facilities
Consent #21

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On April 17, 2018, the Board of Education authorized the award of Bid No. 18C22BX293 to Ardalan Construction Company, Inc. in the amount of \$1,073,900.00 for bus loop and parking lot improvements at Santa Susana Elementary School. On October 30, 2018 the BOE approved Change Order No. 1 in the amount of \$79,613.82 or 7.41%.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 2.

Fiscal Analysis

Change Order No. 2 represents an increase to the original contract by \$7,801.98 or .73%. The revised contract amount including Change Order No. 2 will be \$1,161,315.80.

This project is funded by Measure X Funds.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 2 as presented.

On a motion # 101 by Trustee Jubran, seconded by Trustee Boyle and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Change Order No.2 for Santa Susana Elementary School Bus Loop & Parking Improvements, Bid No. 18C22BX293.

Ayes: Boyle, Jubran, Smith, Healey Noes: 0 Absent: White Abstain: 0

Santa Susana Elementary School Bus Loop Parking Improvements- Change Order No. 2
Bid No. 18C22BX293

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP 18r	Modify gate hardware	\$ 7,801.98	District requested
TOTAL OF CHANGE ORDER NO. 2		\$ 7,801.98	

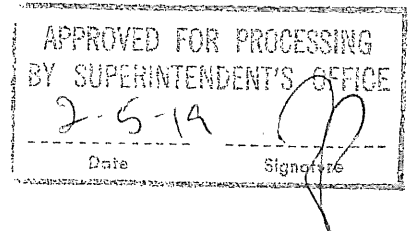
The original contract sum was:.....	\$	1,073,900.00	
Change by previously authorized Change Order(s).....	\$	79,613.82	
The contract sum prior to this change.....	\$	1,153,513.82	
The contract sum will be increased by this Change Order by.....	\$	7,801.98	0.73%
The new contract sum including this Change Order will be.....		1,161,315.80	
The contract days will be increased by.....		0 days	
The date of substantial completion as of the date of this Change Order.....		10/30/2018	

TITLE: APPROVAL OF CHANGE ORDER NO. 2, TWO-WAY RADIO SYSTEMS UPGRADE, RFP NO. 18F19RFP318

Business & Facilities
Consent #22

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On October 2, 2018, the Board of Education ratified the award of RFP No. 18F19RFP318 to Applied Technology Group, Inc. in the amount of \$1,275,562.09 for the Two-Way Radio Systems Upgrade Project. On October 30, 2018 the Board of Education approved Change Order #1 in the amount of \$34,852.76 or 2.73%.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 2.

Fiscal Analysis

Change Order No. 2 (Exhibit "A") represents an increase to the original contract by \$13,631.07 or 1.07%. The revised contract amount including Change Order No. 2 will be \$1,324,045.92.

This project is funded by Measure X Funds.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 2 as presented.

On a motion # 101 by Trustee Jubra, seconded by Trustee Brown and carried by a vote of 4/6/1, the Board of Education approved, by roll-call vote, Change Order No.2, for the Two-Way Radio Systems Upgrade Project, RFP No. 18F19RFP318.

Ayes: Brown Jubra Smith LeBlanc Noes: 0 Absent: White Abstain: 0

Two-Way Radio Systems Upgrade - Change Order No. 2
RFP No. 18F19RFP318

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP 2	Install new equipment at District antenna repeater site located on Oat Mountain Peak	\$ 13,631.07	Unforeseen condition
TOTAL OF CHANGE ORDER NO. 2		\$ 13,631.07	

The original contract sum was:..... \$ 1,275,562.09

Change by previously authorized Change Order(s)..... \$ 34,852.76

The contract sum prior to this change..... \$ 1,310,414.85

The contract sum will be increased by this Change Order by..... \$ 13,631.07 1.07%

The new contract sum including this Change Order will be..... 1,324,045.92

The contract days will be increased by..... 0 days

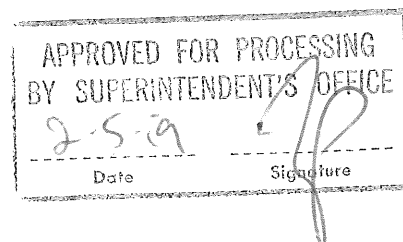
The date of substantial completion as of the date of this Change Order..... May 22, 2019

TITLE: APPROVAL OF CHANGE ORDERS NO. 1 & NO. 2, SECURITY FENCING & LANDSCAPE IMPROVMENTS AT CRESTVIEW ELEMENTARY SCHOOL, BID NO. 18E1BX307

Business & Facilities
Consent #23

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On May 15, 2018, the Board of Education approved the award of Bid No. 18E1BX307 to A. Bates G.C. Inc. in the amount of \$495,000 for the security fencing and landscape improvement project.

During the course of construction, various changes become necessary or desirable. Attached are Exhibits "A" & "B" that describe the changes, related costs, and justification for Change Orders No 1 & No. 2.

Fiscal Analysis

Change Order No. 1 (Exhibit "A") represents a decrease to the original contract by (\$10,350.00) or - 2.09% and Change Order No. 2 (Exhibit "B") represents an increase to the original contract by \$3,948.13 or 0.80%. The revised contract amount including Change Orders No. 1 & No. 2 will be \$488,598.13.

This project is funded by Measure X Funds.

Recommendation:

It is recommended that the Board of Education approve Change Orders No. 1 & No. 2 as presented.

On a motion # 101 by Trustee Jubran, seconded by Trustee Boyer and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Change Orders No. 1 & No. 2, for the Security Fencing & Landscape Improvements at Crestview, Bid No. 18E1BX307.

Ayes: Boyer Jubran Small W. Bull Noes: 0 Absent: White Abstain: 0

Security Fencing Landscape Improvements at Crestview Elementary School - Change Order No. 1
Bid No. 18E1BX307

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
None	District installation of temporary fencing and performance of safety clean up measures for the start of school	\$ (10,350.00)	Back-charges to the contractor for Districts performance of contractor work
TOTAL OF CHANGE ORDER NO. 2		\$ (10,350.00)	

The original contract sum was:.....	\$	495,000.00	
Change by previously authorized Change Order(s).....	\$	-	
The contract sum prior to this change.....	\$	495,000.00	
The contract sum will be increased by this Change Order by.....	\$	(10,350.00)	-2.09%
The new contract sum including this Change Order will be.....		484,650.00	
The contract days will be increased by.....		0 days	
The date of substantial completion as of the date of this Change Order.....		9/11/2018	

Security Fencing Landscape Improvements at Crestview Elementary School - Change Order No. 2
Bid No. 18E1BX307

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
None	Balance of Allowance	\$ (977.10)	Unused allowance
COP 1.9	Additional Asphalt at playgrounds	\$ 1,805.00	District requested
COP 1.10	Additional landscaping	\$ 2,500.23	District requested
COP 1.11	Repair and raise area drain	\$ 620.00	District requested
TOTAL OF CHANGE ORDER NO. 2		\$ 3,948.13	

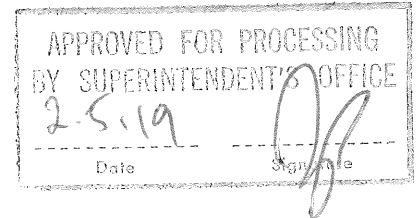
The original contract sum was:.....	\$	495,000.00	
Change by previously authorized Change Order(s).....	\$	(10,350.00)	
The contract sum prior to this change.....	\$	484,650.00	
The contract sum will be increased by this Change Order by.....	\$	3,948.13	0.80%
The new contract sum including this Change Order will be.....		488,598.13	
The contract days will be increased by.....		0 days	
The date of substantial completion as of the date of this Change Order.....		9/11/2018	

TITLE: RATIFICATION OF AGREEMENT NO. A19.307 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBT DRAFTING SERVICES

Business & Facilities
Consent #24

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Drafting services are needed for development of projects to upgrade the snack bars at Simi Valley High School and at Royal High School. Drafting services are also needed for the café project at Royal High School. The firm of TBD Drafting Services can provide these services.

Fiscal Analysis

The total cost associated with provision of drafting services for upgrades to the snack bars at Simi Valley High School and Royal High School and for provision of drafting services for the café project at Royal High is a not-to-exceed fee of \$4,500 as further described in attached Agreement No. A19.307 (Exhibit "A").

These services will be funded by Measure X.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 101 by Trustee Jubran, seconded by Trustee Burg and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement A19.307 with TBT Drafting Services.

Ayes: Burg Jubran Smoller LoBelle Noes: 0 Absent: White Abstained: 0

AGREEMENT A19.307 FOR CONSULTANT SERVICES
Drafting Services

AGREEMENT made as of the 30th day of January, 2019,

between the District:

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

and the Consultant:

TBT Drafting Services
601 S. Brand Blvd., Suite #300
San Fernando, CA 91340

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services are described in Attachments "A", "B", and "C" to this Agreement.

Attachment "A" Services: Consultant shall providing drafting services for the Simi Valley High School Snack Bar Upgrades Project.

Attachment "B" Services: Consultant shall provide drafting services for the Royal High School Snack Bar Upgrades Project.

Attachment "C" Services: Consultant shall provide drafting services for the Royal High School Café Project.

The Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services. Consultant shall provide all drawings and work product to the District electronically, in both pdf and AutoCad format.

- 1.2 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation.

- 1.3 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations.
- 1.4 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 2 **CONTRACT PRICE.**
- Contract Price for Consultant Services.** The Contract Price for Consultant Services is a total not-to-exceed amount of Four-Thousand Five-Hundred Dollars (\$4,500) based on a rate of \$41.67 per hour and an estimated time of 36 hours per project as described in Attachments "A", "B", and "C" from Consultant dated 1-28-19.
- Reimbursable Expenses.** No reimbursable expenses are authorized under this agreement. Consultant shall provide all drawings and work product to the District electronically, in both pdf and AutoCad format.
- Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services performed or incurred in the immediately prior month. Consultant's billings shall be in such detail and format as may be reasonably requested by District.
- 2.1 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.
- 2.2 **Consultant's Payments.** The Consultant shall promptly pay its employees, subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 3 **Additional Services.** No Additional Services are authorized under this agreement.
- 4 **INSURANCE; INDEMNITY**
- 4.1 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.
- 4.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its subconsultants shall be as follows:
- | | |
|---|-----------------------------------|
| Workers Compensation | In accordance with applicable law |
| Employers Liability | \$1,000,000 |
| Commercial General Liability (including coverage for bodily injury, death, property damage and motor vehicle liability) | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

- 4.3 **Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.4 **Indemnity.**
- 4.4.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.
- 4.4.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant 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.
- 5 **TERM.** The term of this Agreement begins on the date first set forth above and ends when projects are completed, or on July 1, 2019, whichever occurs first.
- 6 **TERMINATION; SUSPENSION**
- 6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services.
- 6.2 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written

notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 MISCELLANEOUS

- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 7.2 **Time.** 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.

- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.

- 7.4 **Records.** Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.

- 7.5 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

TBT Drafting Services
601 S. Brand Blvd., Suite #300
San Fernando, CA 91340
Attn.: Terry Torres

- 7.6 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at

law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

7.7 Disputes.

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

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

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

7.8 Board Approval. This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved or ratified this Agreement and the provisions hereof.

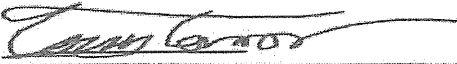
7.9 Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

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

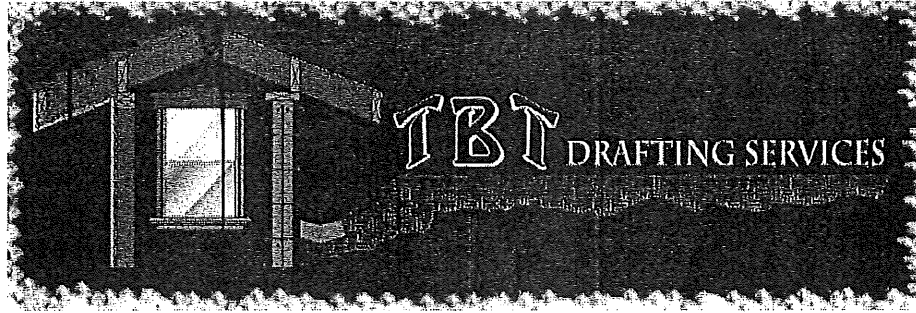
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo, Associate Superintendent

TBT DRAFTING SERVICES

By:  _____
Terry Torres, President

Attachment "A"



Proposal for Drafting Services

Date: 01.28.19

TO: Pedro Avila, Director of Facilities and Planning w/ Simi Valley Unified School District, 101 W. Cochran Street, Simi Valley, CA. 93065

RE: Simi Valley High School-Shack Bar, 5400 E. Cochran Street, Simi Valley, CA. 93063

TBT Drafting Services is pleased to submit this Proposal for Drafting Services. Kindly consider this letter as our Short-Form Proposal, which defines our scope of work with regard to Environmental Health Department Plan Check Corrections.

I. Project:

This Proposal consists of providing: Drafting Services

II. Basic Service/Scope of Work:

A. Design Development Phase:

TBT Drafting Services shall prepare Site and Floor/Finish Plans

- Create Site Plan where Scope of Work is located.
- Create a Floor Plan indicating locker area and water heater location.
- Create a Finish Floor Plan w/ Schedule.
- _____
- _____
- _____

B. Client Approval:

TBT Drafting Services will e-mail .PDF Format Files to the appropriate Departments for review/approval. .DWG Format files will be e-mailed once requested by Client, otherwise **TBT Drafting Services** will secure files.

III. Professional Compensation:

A. TBT Drafting Services shall perform all Phases described under Basic Services/Scope of Work for a fee formulated based on a Rough Order of Magnate scenario.

- Hours: 36 Hours
- Cost: \$1,500.00
- Duration: 1 week

B. TBT Drafting Services will invoice the Client bi-weekly or end of each month and including all reimbursements.

C. Services does not include:

1. Field verifying and creating As-Built.
2. Maps other than the Scope of Work.

We welcome this opportunity to provide you with our Professional Services. Should you have any questions regarding this Proposal, Please do not hesitate to contact us at (818) 212-0665.

TBT Drafting Services, 601 S. Brand Blvd., Ste. #300, San Fernando, CA. 91340, tbtdraftingservices1@gmail.com

Business & Facilities, Consent #24

Attachment "B"



Proposal for Drafting Services

Date: 01.28.19

TO: Pedro Avila, Director of Facilities and Planning w/ Simi Valley Unified School District, 101 W. Cochran Street, Simi Valley, CA. 93065

RE: Royal High School-Snack Bar, 1402 Royal Avenue, Simi Valley, CA. 93065

TBT Drafting Services is pleased to submit this Proposal for Drafting Services. Kindly consider this letter as our Short-Form Proposal, which defines our scope of work with regard to Environmental Health Department Plan Check Corrections.

I. Project:

This Proposal consists of providing: Drafting Services

II. Basic Service/Scope of Work:

A. Design Development Phase:

TBT Drafting Services shall prepare Site and Floor/Finish Plans

- Create Site Plan where Scope of Work is located.
- Create a Floor Plan indicating locker area and water heater location.
- Create a Finish Floor Plan w/ Schedule.

- _____
- _____
- _____

B. Client Approval:

TBT Drafting Services will e-mail .PDF Format Files to the appropriate Departments for review/approval. .DWG Format files will be e-mailed once requested by Client, otherwise **TBT Drafting Services** will secure files.

III. Professional Compensation:

A. TBT Drafting Services shall perform all Phases described under Basic Services/Scope of Work for a fee formulated based on a Rough Order of Magnate scenario.

- Hours: 36 Hours
- Cost: \$1,500.00
- Duration: 1 week

B. TBT Drafting Services will invoice the Client bi-weekly or end of each month and including all reimbursements.

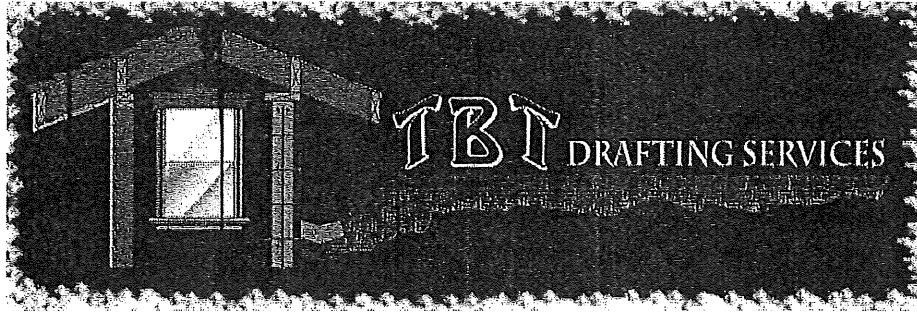
C. Services does not include:

1. Field verifying and creating As-Built.
2. Maps other than the Scope of Work.

We welcome this opportunity to provide you with our Professional Services. Should you have any questions regarding this Proposal, Please do not hesitate to contact us at (818) 212-0665.

TBT Drafting Services, 601 S. Brand Blvd., Ste. #300, San Fernando, CA. 91340, tbtdraftingservices1@gmail.com

Attachment "C"



Proposal for Drafting Services

Date: 01.28.19

TO: Pedro Avila, Director of Facilities and Planning w/ Simi Valley Unified School District, 101 W. Cochran Street, Simi Valley, CA. 93065

RE: Royal High School-Cafe, 1402 Royal Avenue, Simi Valley, CA. 93065

TBT Drafting Services is pleased to submit this Proposal for Drafting Services. Kindly consider this letter as our Short-Form Proposal, which defines our scope of work with regard to Environmental Health Department Plan Check Corrections.

I. Project:

This Proposal consists of providing: Drafting Services

II. Basic Service/Scope of Work:

A. Design Development Phase:

TBT Drafting Services shall prepare Site and Floor/Finish Plans

- Create Site Plan where Scope of Work is located.
- Create a Floor Plan indicating locker area and water heater location.
- Create a Finish Floor Plan w/ Schedule.
- _____
- _____
- _____

B. Client Approval:

TBT Drafting Services will e-mail .PDF Format Files to the appropriate Departments for review/approval. .DWG Format files will be e-mailed once requested by Client, otherwise **TBT Drafting Services** will secure files.

III. Professional Compensation:

A. TBT Drafting Services shall perform all Phases described under Basic Services/Scope of Work for a fee formulated based on a Rough Order of Magnate scenario.

- Hours: 36 Hours
- Cost: \$1,500.00
- Duration: 1 week

B. TBT Drafting Services will invoice the Client bi-weekly or end of each month and including all reimbursements.

C. Services does not include:

1. Field verifying and creating As-Built.
2. Maps other than the Scope of Work.

We welcome this opportunity to provide you with our Professional Services. Should you have any questions regarding this Proposal, Please do not hesitate to contact us at (818) 212-0665.

TBT Drafting Services, 601 S. Brand Blvd., Ste. #300, San Fernando, CA. 91340, tbtdraftingservices1@gmail.com

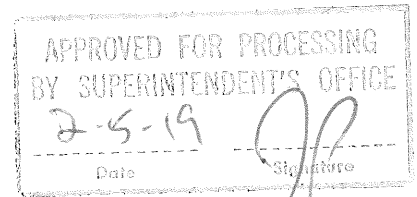
Business & Facilities, Consent #24

**TITLE: APPROVAL OF CHANGE ORDER NO. 1 SIMI VALLEY USD
STRUCTURED CABLING PROJECT, BID NO. 18C9BX290**

Business & Facilities
Consent #25

February 5, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On March 20, 2018, the Board of Education authorized the award of Bid No. 18C9BX290 to GA Technical Services Inc., in the amount of \$999,908.12 for the Structured Cabling Project.

The project involves re-using existing conduit pathways for installation of the new fiber-optic cabling, wherever feasible. An Allowance of \$70,000 was included in the original contract, for anticipated replacement of unsuitable conduit pathways. The project is also eligible for E-Rate matching funds, which necessitated identification of school sites where the Allowance was to be expended. The school sites which need existing conduits replaced in order to install the new fiber-optic cables require re-allocation of the \$70,000 Allowance. The contract specifies using the Allowance at only 5 of the 28 school sites that are receiving new fiber-optic cabling. Re-allocation of the Allowance will allow for its use at the other school sites requiring the additional work.

Fiscal Analysis

Change Order No. 1 (Exhibit "A") represents a no-cost revision to the original contract, which re-allocates the \$70,000 Allowance to the school sites that require additional conduit pathway and cabling work. The contract amount of \$999,908.12 will remain unchanged. An itemization of the \$70,000 Allowance by school site is attached as Exhibit "A".

This project is funded by Measure X Funds.

Recommendation:

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

On a motion # 101 by Trustee Jubra, seconded by Trustee Bing and carried by a vote of _____, the Board of Education approved, by roll-call vote, Change Order No.1, for the Simi Valley USD Structured Cabling Project, Bid No. 18C9BX290.

Ayes: Bing Jubra Smith W. Bell Noes: 0 Absent: White Abstain: 0

Original Allowance Allocation:

Simi Valley HS	\$20,000
Royal HS	\$20,000
Valley View MS	\$10,000
Sinaloa MS	\$10,000
Hillside MS	<u>\$10,000</u>
Total Allowance	\$70,000

Re-allocation of Allowance based on needs at school sites:

Simi Valley HS	\$5,437.67
Royal HS	\$3856.88
Valley View MS	\$9,997.83
Sinaloa MS	\$0.00 (no extra work needed)
Hillside MS	\$20,874.72
Santa Susana HS	\$781.28
Knolls ES	\$19,853.48
Arroyo ES	\$2,051.48
Madera ES	\$2,182.54
Other SVUSD School Sites in the Contract	<u>\$4,964.12</u>
Total reallocated Allowance	\$70,000.00