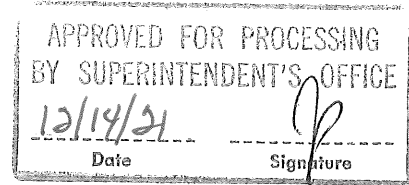


**Simi Valley Schools**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

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



**TITLE: RATIFICATION OF AWARD OF BID #B22IS363, VALLEY VIEW M.S. STAIRS PHASE II**

Business & Facilities  
Consent #4

December 14, 2021  
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 November 19, 2021, the Associate Superintendent of Business & Facilities awarded Bid No. #B22IS363, Valley View M.S. Stairs Phase II, to Ardalan Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid proposal.

Two bids were received on November 16, 2021, for Bid No. B22IS363, Valley View M.S. Stairs Phase II.

**Construction Company Name**

**Bid Amount**

Ardalan Construction Company, Inc.  
Lee Construction Company

\$178,100.00  
\$187,344.00

Additional information is available in the Bond Office.

**Fiscal Analysis**

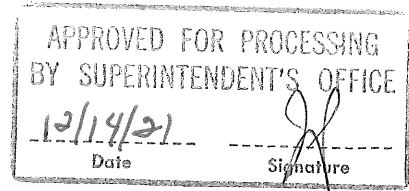
The total amount of this project is \$178,100 and will be funded by Measure X Bond Funds.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 87 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, award of Bid No. B22IS363, Valley View M.S. Stairs Phase II, to Ardalan Construction Company Inc.

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



**TITLE: AUTHORIZATION TO AWARD BID #B22FS362, SANTA SUSANA HIGH SCHOOL IRRIGATION UPGRADE**

Business & Facilities  
Consent #7

December 14, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

Three bids were received on November 22, 2021 for Bid #B22FS362, Santa Susana High School Irrigation Upgrade. The recommended low bidder is indicated in bold type.

<b><u>Construction Company Name</u></b>	<b><u>Bid Amount</u></b>
<b>Marina Landscape, Inc.</b>	<b>\$222,500.00</b>
Ardalan Construction Company, Inc.	\$236,800.00
Chalmers Construction Services Inc.	\$241,000.00

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

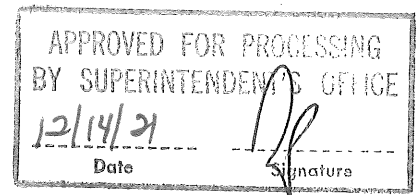
The total amount of this project \$222,500.00 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #B22FS362 to Marina Landscape Inc. in the amount of \$222,500.00.

On a motion # 87 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Santa Susana High School Irrigation Upgrade to Marina Landscape Inc.

AYES: Jubran  
Smollen  
La Belle  
Bagdasaryan  
Blough NOES: 0 Absent: 0 Abstained: 0



**TITLE: APPROVAL OF AGREEMENT NO. R22-02304 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR VARIOUS PROJECTS AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #8

December 14, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

Geotechnical engineering is required for the design of various projects at Simi Valley High School. Geotechnical engineering services are required by the DSA (Division of the State Architect) and CGS (California Geological Survey) for assessment and reporting on the geologic and soils conditions.

Earth Systems is on the list of geotechnical engineering firms approved by the Board of Education on June 13, 2017 and can provide these services.

A proposal from Earth Systems was received and negotiated by staff.

**Fiscal Analysis**

The total cost for these geotechnical engineering services is a fixed fee of \$68,500.00. Agreement R22-02304 is attached as Exhibit "A".

These services will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve the contract for the various projects at Simi Valley High School with the firm of Earth Systems.

On a motion # 87 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-02304 with the firm of Earth Systems.

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

AGREEMENT NO. R22-02304 FOR CONSULTANT SERVICES

AGREEMENT made as of the 14<sup>th</sup> day of December, 2021,

between the District:

Simi Valley Unified School District  
875 East Cochran Street  
Simi Valley, CA 93065

and the Consultant:

Earth Systems  
1731-A Walter Street  
Ventura, CA 93003

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services at Simi Valley High School** identified on the attached Proposal from Consultant dated October 5, 2021, (Attachment "A" to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

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

	<u>Completed</u>
Site Investigation and soils borings	12/30/21
Field & Laboratory Testing	1/21/22
Preliminary Report(s)	2/4/22
Final Geotechnical Engineering Report	2/18/22

#### CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **fixed-fee of Sixty-Eight Thousand Five-Hundred Dollars (\$68,500.00)** per the attached Proposal (Attachment "A").
- 1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.
- 1.11 **Additional Services.** No Additional Services are authorized under this agreement.
- 1.12 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

**CONSULTANT BILLINGS**

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

**INSURANCE; INDEMNITY**

- 1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies

of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

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

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

- 1.20 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 1.22 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 1.23 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.



**1.24 Indemnity.**

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

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

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

**TERMINATION; SUSPENSION**

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

construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 1.26 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

#### MISCELLANEOUS

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

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

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

and to the Consultant:

See Below

- 1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 1.37 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 1.38 **Disputes.**
- 1.38.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the

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

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

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

- 1.40 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 1.41 **Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

- 1.42 **Consultant Contact Information.**

Consultant Contact Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Federal Tax ID Number or SSN: \_\_\_\_\_

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

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

☐ Yes ☐ No

If yes, state the date you last worked? \_\_\_\_\_

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

If yes, please identify the individuals (s): \_\_\_\_\_

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

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

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
 Ron Todo, Associate Superintendent  
 Business & Facilities

**EARTH SYSTEMS (CONSULTANT)**

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Print Name

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## FINGERPRINT CERTIFICATE

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
 (Print Name) [SimiEDU45125-1] (Title)

\_\_\_\_\_. I declare, state, and certify all of the following:  
 (Entity/Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 details three (3) methods for ensuring the safety of pupils as described below.
  - A. Installation of a physical barrier.
  - B. **Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.**
  - C. Surveillance of contractor's employees by school personnel.

**The District requires Entity/Contractor to be able to comply with method (B) above. As such, Entity/Contractor must have a California Department of Justice issued ORI number under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove individual identified from District sites.**

**Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.**

Entity/Contractor



**If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

**As an alternative to Entity/Contractor having an ORI number**, the District may allow Entity's/Contractor's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
  - A. The fingerprints of each person identified on Attachment B-1, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; and,
  - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity/Contractor and I understand that if the District determines that Entity/Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

## EXHIBIT "A"

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity/Contractor is performing work. If Entity/Contractor is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance, cannot be achieved, then Entity/Contractor shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity/Contractor has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(City and State) [SimiEDU45125-1b]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

**\* ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE \***

**FINGERPRINT CERTIFICATE**

**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the Entity's/Contractor's ORI number pursuant to Education Code §45125.1 and §45125.2; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.



## DRUG-FREE WORKPLACE CERTIFICATION

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
 (Print Name) [SimiGOV8350] (Title)

\_\_\_\_\_  
 (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(City and State)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed or Typed Name)

SIMI VALLEY UNIFIED SCHOOL DISTRICT  
 Geotechnical Engineering Consulting Services  
 Agreement R22-02304 Earth Systems – Simi Valley HS

**TOBACCO-FREE ENVIRONMENT CERTIFICATION****PROJECT:**

**This Tobacco-Free Environment Certification form is required from the successful Bidder.**

The contract between **Simi Valley Unified School District** ("District") and

\_\_\_\_\_ ("Contractor" or "Bidder") includes the following provisions:  
[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke/vape on any District site.

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_





## Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | [www.earthsystems.com](http://www.earthsystems.com)

October 5, 2021

Proposal No.: VEN-21-09-016

Attention: Jim McGregor  
Simi Valley Unified School District  
101 West Cochran Street  
Simi Valley, CA 93065

Project: Simi Valley High School Campus-Wide Improvements  
5400 Cochran Street  
Simi Valley, California

Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide the Engineering Geology and Geotechnical Engineering services outlined herein for improvements throughout the campus of Simi Valley High School. Most of the details of the improvements are currently unknown. However, new structures will include a new Science Building and a new Restroom/Snack Bar. There will also be a location on-site where six Portable Classroom Buildings will be relocated.

It is our understanding that the science building will be approximately 7,000 square feet in footprint and situated in a vacant area west of the southern end of the northeastern parking lot. The majority of the site is nearly level, but gentle slopes ascend to the north and east. Plans are not yet available, but it is assumed that some retaining walls or cut slopes with heights of about 5 feet will be necessary to create a building pad. Grading will also be performed to create a building pad. Based on past experience on the campus, caissons may be required to support the new building.

The proposed site for the Portable Classrooms is also presently vacant and is located at the eastern end of the campus adjacent to Stow Street approximately 250 feet southeast of the Science Building site. This site is nearly level. Grading is expected to include preparing near-surface soils to support the loads generated by the relocatable classroom buildings.

The proposed Restroom/Snack Bar Building will be situated in relatively flat ground between the baseball and softball fields in the southern area of the campus. Grading is expected to include preparing near-surface soils to support the loads generated by the new structure.

A geohazards evaluation is required for buildings to be located within a public school. All three sites (Science Building, Restroom/Snack Bar Building, and the group of Portable Classroom Buildings) are located within a Liquefaction Hazard Zone designated by the California Division of Mines and Geology. As such, our subsurface investigation will gather the information required to analyze liquefaction potential while also providing the geotechnical information required for foundation designs.

October 5, 2021

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Proposal No.: VEN-21-09-016

Other areas throughout the campus to be included in the scope of work have no habitable structures proposed, and will be explored, sampled, tested, and analyzed for future use in other types of structures such as retaining walls, light standards, walkways, etc.

It is our understanding that the field work for this study will need to be performed on non-school days. Based on this, we intend to perform the field work on a series of about five Saturdays. The scope of services for the Engineering Geology and Geotechnical Engineering Report would include the following:

- A. We will review data provided in previous regional geologic reports for the area, and we will analyze aerial photographs taken of the site in the past. In addition, we will map the surficial geology of the site. The intent of these studies will be to identify potential geologic hazards that could impact the proposed project.
- B. We will prepare for field exploration by visiting the site to mark points of exploration and notify campus staff and Underground Service Alert of our intent to dig. Earth Systems will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. The Client will supply Earth Systems with permission to enter the project site. Please note that a portion of the fence will need to be removed prior to working within the site where the Portable Classroom Buildings will be located, and some of the lower branches on the trees in the walkway west of the Science Building may require trimming. There may be other locations where modifications will be required to obtain access.
- C. Once utility clearance is obtained, we will explore the subsurface conditions and materials by advancing nine cone penetrometer test (CPT) soundings to provide a nearly continuous log of stratigraphic data. The maximum anticipated depth of three of the soundings is 60 feet, and those data will be used to begin the analysis of the hazard posed by liquefaction. Other soundings will be advanced to 15 or 30 feet. (Our proposal includes rental fees for the subcontracted CPT rig.)
- D. On subsequent Saturdays we will drill approximately 14 borings. These will include three mud rotary borings, with one in each proposed building site. The maximum planned depth of exploration for the mud rotary borings is about 50 feet. The other 11 borings will be located in various areas of the campus where no structures are currently proposed and will be advanced to depths of about 15 feet. A member of our staff will supervise the field study and log the test holes. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. We currently anticipate that cuttings from the borings may be used to backfill the holes, and any remaining cuttings or fluids can be left and/or spread on-site. (Our proposal includes rental fees for the subcontracted drill rig.)

October 5, 2021

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Proposal No.: VEN-21-09-016

- E. Laboratory testing will be performed on soil samples collected during the field exploration to generate data to be used in analyzing subsurface site characteristics. Tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be used during grading; direct shear testing of remolded samples of bearing soils; direct shear testing of relatively undisturbed samples of materials that may underlie proposed cut slopes or be retained by walls; consolidation testing of in-situ soils within the influence of anticipated loading; expansion index testing of anticipated bearing soils; grain size and plasticity analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.
- F. Once field and laboratory tests are completed, the data will be organized and analyzed by a member of our professional staff to develop conclusions and recommendations relevant to site development as we understand it.
- G. We will prepare an Engineering Geology and Geotechnical Engineering Report that will be based on our understanding of the proposed project, evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during our studies, discussions pertaining to the engineering properties of soil types encountered on-site, potential geohazards that were identified on the site, and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria based on soil expansion; and geohazard mitigation measures that should be implemented into the project.
- H. It should be noted that our scope of services will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject site.

We feel confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, field work should begin in about two weeks (weather and CPT/drill rig availability permitting), and the report should be ready for distribution approximately six to eight weeks after completion of field work.

Based on the above, we propose to provide the Engineering Geology and Geotechnical Engineering Report on a fixed fee basis for \$68,500.00. We intend to issue a 50% completion invoice upon initiation of field work. The remainder of the total amount will be due and payable upon receipt of the report.

October 5, 2021

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Proposal No.: VEN-21-09-016

Our reports are intended to address those items required by the California Geological Survey and Division of the State Architect for studies of this nature. However, the reviewing agencies sometimes request that additional studies be performed prior to granting approval. Additional work required by the appropriate jurisdictional agencies, if any, is not included in the scope and fees proposed herein.

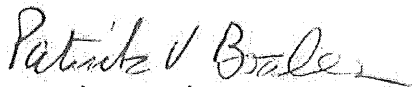
Other additional services, such as plan reviews or construction testing and inspection services, are not included within the scope or fees proposed herein. Such services would be provided on a Time and Materials basis, as calculated from the Fee Schedule in effect when the services are provided.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

It is expected that Terms for Services will be similar to those previously agreed upon between the Simi Valley Unified School District and Earth Systems, such as Agreement No. R20-03718 dated March 18, 2020. This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

Upon acceptance of this proposal, please sign, date, and return a signed copy to Earth Systems Pacific, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,  
**EARTH SYSTEMS PACIFIC**



Patrick V. Boales  
Engineering Geologist No. 1346

AGREED TO AND ACCEPTED

---

Client Signature and Title



Anthony P. Mazzei  
Geotechnical Engineer No. 2823/Managing Principal

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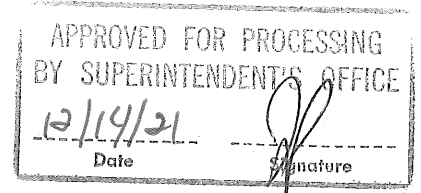
Client Name (in print)

---

Date

Copies: 1 - Jim McGregor at SVUDS (via email)  
1 - Proposal File

EARTH SYSTEMS



**TITLE: APPROVAL OF AGREEMENT NO. R22-02215 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM DESIGN GROUP FOR THE DESIGN OF THE MONUMENT ENTRY AND SOUTH OF THE LIBRARY BUILDING AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #10

December 14, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The monument entry and the grass gathering area at the south of the library building need enhancement to the landscape aesthetics at Royal High School.

RRM is providing the conceptual design services for the design effort for these areas.

On January 17, 2017 the Board of Education approved the list of 20 architectural services firms for on-call design services. RRM Design Group is one of the approved firms, for the Measure X Bond Program.

A proposal from RRM Design Group was received and negotiated by staff.

**Fiscal Analysis**

\$4,300.00 Base Contract  
\$ 172.00 Reimbursable 4%  
\$4,472.00 Total Contract Amount, funded by Measure X

**Recommendation**

It is recommended that the Board of Education approve Agreement R22-02215 for the conceptual design for the landscape enhancements at Royal High School.

On a motion # 87 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-02215 with the firm of RRM Design Group.

Ayes: Jubran  
Smollen  
La Belle  
Bagdasaryan  
Blough  
Noes: 0 Absent: 0 Abstained: 0



PROJECT ASSIGNMENT AMENDMENT (PAA)  
**AGREEMENT NO. R22-02215**  
 TO  
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and RRM DESIGN GROUP ("Architect") on December 14, 2021.

Whereas, the District entered into a written Agreement entitled Agreement A17.321 for On-Going Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

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

**Conceptual Design (Programing and Schematic Design) of landscape improvements for Royal High School School** as further described in the attached Proposal from Architect dated November 10, 2021 (Attachment 1 – For Scope and Fee Only).

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

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

Basic Services Phases
Conceptual Design Plan

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

Design Disciplines; Design Consultants
As required.

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

Basic Services Phases	Completion Date
Conceptual Design Plan	February 25, 2022
Design Meetings	As Required

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is Choose an item. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Conceptual Design Plan	\$4,300.00	100%
Reimbursables	\$ 172.00	4%
Choose an item.	<b>Total Contract Price: \$4,472.00</b>	

- 7. Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in the Architect's RFQ Response, except: \_\_\_\_\_.
- 8. Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.
- 9. Acknowledgment and Confirmation.** The Architect has a full and complete understanding of the Architectural Services required for the Assigned Project. The Architect certifies that all proposed personnel are duly certified, licensed, approved and otherwise qualified to complete obligations under the Architectural Services Agreement.

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

<b>District</b> <b>Simi Valley Unified School District</b>  By: _____ <div style="text-align: center;">Ron Todo</div>  Title: Associate Superintendent, Business & Facilities	<b>Architect</b> <b>RRM DESIGN GROUP</b>  By: _____ <div style="text-align: center;">Jeffrey Ferber</div>  Title: _____
---	---



November 10, 2021

**Transmitted via email: *pedro.avila@simivalleyusd.org***

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

**Re: Royal High School Landscaping Improvements  
 Scope of Services**

## PROJECT UNDERSTANDING

Simi Valley Unified School District ("the District") wishes to enhance the landscape aesthetic for the entry monument area located at the front of Royal High School Campus. The landscape planter currently wrapping around the entry monument will be enhanced as part of these improvements. In addition, the District wishes to put existing above grade planters behind the monument on an automated irrigation system.

The District wishes to also enhance the site and landscape design for the grass gathering area south of the library building bounded by the shade structures within the courtyard. The grass in this area has received heavy foot traffic and is not performing well. In addition, the trees set in the grass are not thriving. The design will look at alternatives for synthetic grass, possible raised planters, and modified circulation routes to enhance the area.

RRM Design Group (RRM) is providing this scope of services to provide conceptual design services for this design effort. RRM will develop the conceptual work based on existing aerial photos as a base map.

## SCOPE OF SERVICES

The following proposal contains a detailed list of tasks based on our understanding of the project.

### **Task A: Conceptual Design**

#### **Subtask A.01: Conceptual Design Plan**

RRM will create a conceptual design plan to provide two options for enhancing the landscaping and site layout as applicable at the two locations on the campus. The concept options will

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401  
 p: (805) 543-1794 • f: (805) 543-4609  
[www.rrmdesign.com](http://www.rrmdesign.com)

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Royal High School Landscaping Improvements  
Proposed Scope of Services

November 10, 2021

Page 2 of 3

include proposed hardscape and landscape improvements including a proposed plant palette and hardscape materials such as concrete pavers. The conceptual design plan will be provided in large (24" x 36") PDF format in basic colors for review and approval.

Prior to design, RRM will meet with District maintenance staff on site to review existing conditions.

A draft of the conceptual design plan options will be provided to the District for review. RRM will meet virtually with the District to review the concept and take comments.

***Deliverables:***

- *Two (2) conceptual design options for landscape area at entry monument*
- *Two (2) conceptual design options for grass area internal to campus*

***Fixed Fee:***

- *\$4,300 (see footnote)*

## SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Access to campus site areas
- Record drawings (where available)

## LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis.

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

- Construction documents (to be determined)
- City coordination or permitting
- Geotechnical engineering
- DSA permitting
- Construction support (to be determined)
- Record drawings (to be determined)



Royal High School Landscaping Improvements  
Proposed Scope of Services

November 10, 2021

Page 3 of 3

**Fee Footnote**

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

**Reimbursable Expenses**

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the Client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping, and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

**Adjustment to Hourly Billing Rates**

RRM reserves the right to adjust hourly rates on an annual basis.

If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Sincerely,

**RRM DESIGN GROUP**

A handwritten signature in black ink, appearing to read 'Chris Dufour'.

Chris Dufour, LEED AP  
Project Manager  
CA License No. 4993

A handwritten signature in black ink, appearing to read 'Jeff Ferber'.

Jeff Ferber, ASLA  
Principal  
CA License No. 2884

Attachment: Exhibit A-I, Schedule I  
Attachment D - Site Plan Markup

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## EXHIBIT A-1 SCHEDULE 1

## Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING	
Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

## Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

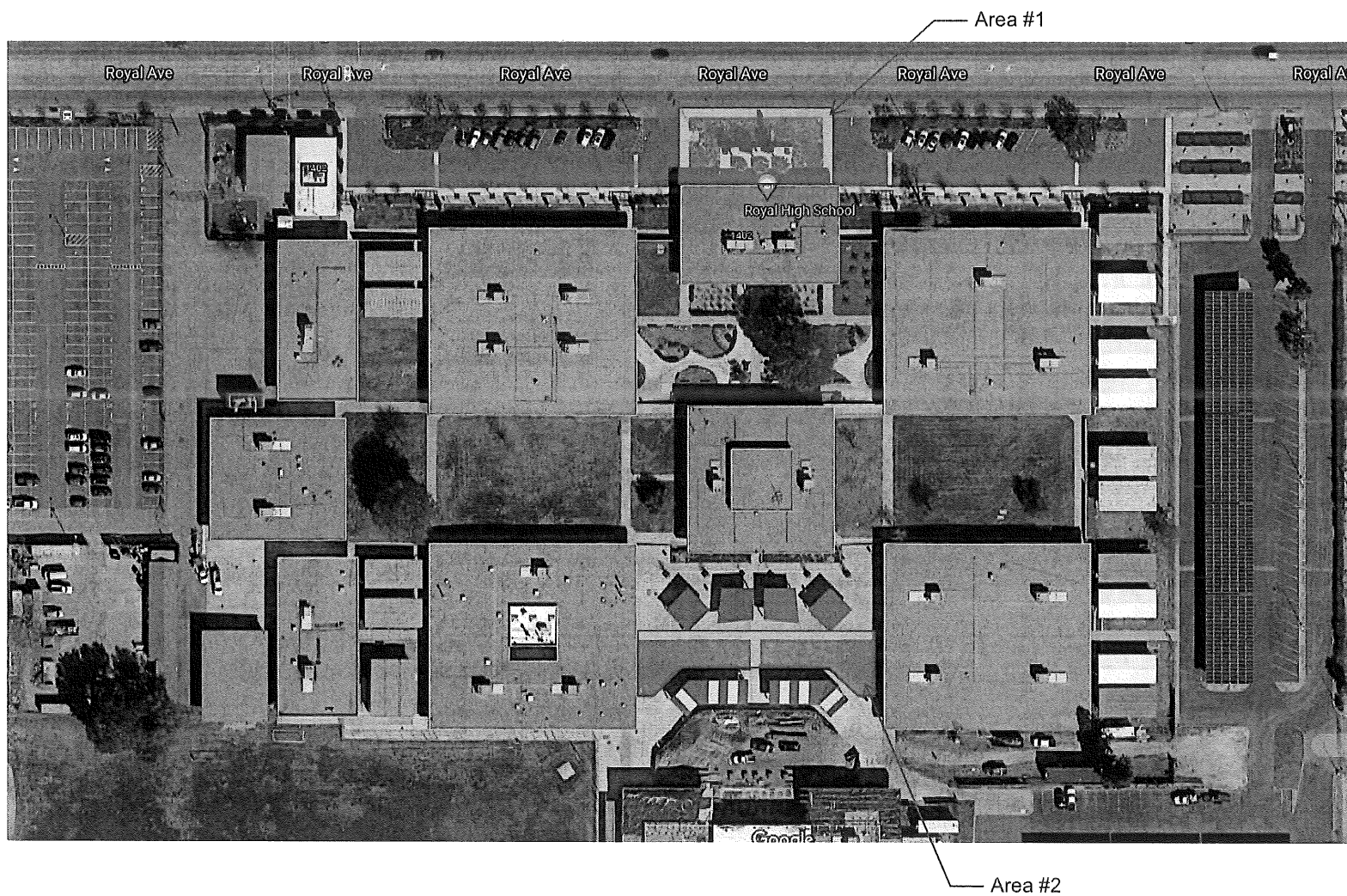
INTERIOR DESIGN	
Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

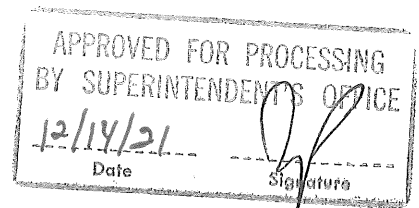
LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING	
Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 260
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES	
Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80

ATTACHMENT D - SITE PLAN LIMIT OF WORK





**TITLE: APPROVAL OF AMENDMENT #1 OF AGREEMENT NO. R22-01666  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBP  
ARCHITECTURE FOR THE ARCHITECTURAL AND ENGINEERING  
SERVICES FOR THE NEW SCIENCE CLASSROOM BUILDING AND  
NEW SCIENCE QUAD, AT THE SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #11

December 14, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

tBP is the Architect for the New Science Bldg. at Simi Valley High School. The original scope of the contract included the relocation of seven (7) portables to create a "science classroom quad". This scope is being removed from this contract.

The design of the MPR South Courtyard and stair and Senior Lunch Area scope is being added to the New Science Bldg. project.

**Fiscal Analysis**

\$708,750.00 Original Contract  
\$ 0.00 Amendment #1 – No Cost  
\$708,750.00 Total Contract, funded by Measure X

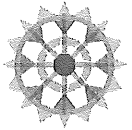
**Recommendation**

It is recommended that the Board of Education approve Amendment #1 to Agreement R22-01666.

On a motion # 87 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Amendment #1 of Agreement No. R22-01666 with the firm of tBP Architecture.

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





101 West Cochran Street Simi Valley, CA 93065  
805.306.4500 ext.4461

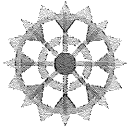
## CONTRACT AMENDMENT

Project Name: New Science Bldg.	Amendment #: 1	
Site: Simi Valley HS	Date: 12/14/21	
To (Architect): tBP Architects	DSA Application #: TBD	
Address:  Gary Moon tBP Architecture 4611 Teller Avenue Newport Beach, CA 92660	Contract #: R2201666	Contract Date: 10/20/21
	PO #:	PO Date:

### THE CONTRACT IS CHANGED AS FOLLOWS:

tBP is the Architect for the New Science Bldg. at Simi Valley High School. The original scope of the contract included the relocation of seven (7) portables to create a "science classroom quad". This scope is being removed from this contract.

The design of the MPR South Courtyard and stair and Senior Lunch Area scope is being added to the New Science Bldg. project.



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

24930 Avenue Stanford, Santa Clarita, California 91355  
Phone: 661-294-5300 / [www.saugusd.org](http://www.saugusd.org)

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: \$ 708,750.00	Original Contract Duration: Through Project Closeout
Prior Contract Adjustments: \$ 0.00	Original Completion Date: Through DSA Closeout
Contract Sum Prior to this Amendment: \$ 708,750.00	Total Approve Time Extension to Date: None
Adjustment per this Amendment: \$ 0.00	Adjustments per this Amendment: None
Revised Contract Amount: \$ 708,750.00	Completion Date Including This Change: Through Closeout

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

\_\_\_\_\_  
Gary Moon, CEO/Managing Principal

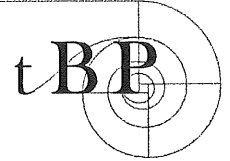
\_\_\_\_\_  
Date

\_\_\_\_\_  
Ron Todo, SVUSD Associate Superintendent of Business & Facilities

\_\_\_\_\_  
Date

tBP/Architecture

Newport Beach • Bay Area



Architecture  
Planning  
Interiors

December 3, 2021

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

ATTN: Lori Rubenstein, Bond Program Manager

Re: **Amendment Request to PAA Agreement R22-01666**  
New Science Building - Simi Valley High School

Dear Lori,

tBP/Architecture is requesting an amendment to the Project Assignment Agreement R22-01666 to change the Assigned Project Description as follows:

1. Remove the Relocation of seven (7) portables scope of work and,
2. Add the MPR south courtyard, stairs and senior lunch area to the scope of work.

This revised scope of work will be incorporated as one project which will be submitted under one DSA application and as one bid package.

In addition, tBP/Architecture is requesting an amendment to the Assigned Project Schedule as follows:

1. Design Development package to be completed by:.....Friday, February 25, 2022.
2. Construction Documents to be completed by:.....Friday, July 22, 2022.
3. Agency Approval to be completed by:.....Friday, January 20, 2023.
4. Construction:.....July 2024.

We understand the Assigned Project Contract Price will be adjusted based on the probable construction cost of the MPR south courtyard, stairs and senior lunch area scope of work. This fee adjustment will be assessed upon completion of the Design Development phase of the project.

At this time the Assigned Project Contract Price will remain at \$708,750.00.

All other terms and conditions of the original contract are to remain the same.

Please contact me if you wish to discuss this proposal or if you require additional information. Upon acceptance of our proposal, tBP will authorize our team to immediately commence the project.

Thank you for your support of tBP/Architecture and for the opportunity to continue to provide professional services to the Simi Valley Unified School District.

Sincerely,

Willis R. Fisher, Architect | LEED AP  
tBP/Architecture, Inc.

**PROFESSIONAL SERVICES AGREEMENT**

Between the Client:

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

and the Architect:

**tBP/Architecture**  
4611 Teller Avenue  
Newport Beach, CA 92660      Gary Moon, CEO      CA License #C25409

For **tBP** Project No.:      21066.10

**Location:**      Simi Valley High School

**Scope of Work:**      As outlined in the amendment request letter dated December 3, 2021

**Fee:**      Fixed fee of \$708,750.00

**Additional Services:**      Additional or expanded services will be performed as mutually agreed.

**Client:**  
Simi Valley Unified School District

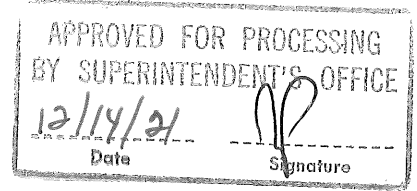
**Architect:**  
**tBP/Architecture, Inc.**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Gary Moon, CEO

Date: \_\_\_\_\_

Date: December 3, 2021



**TITLE: APPROVAL OF AGREEMENT NO. R22-02344 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBP ARCHITECTURE FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SCHEMATIC DESIGN OF THE RELOCATION OF THE PORTABLES ON SITE AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #13

December 14, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

tBP is the Architect for the New Science Bldg. at Simi Valley High School, which included the relocation of seven (7) portables to create a "science classroom quad". This scope has been removed from the New Science Bldg. project R22-01666 and this contract R22-02344.

tBP will providing the Schematic design for the relocation of the portables.

A proposal from tBP Architecture was received and negotiated by staff.

**Fiscal Analysis**

\$24,920.00 Total Contract, funded by Measure X

**Recommendation**

It is recommended that the Board of Education approve to Agreement R22-02344.

On a motion # 87 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Agreement R22-02344 with the firm of tBP Architecture.

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

PROJECT ASSIGNMENT AMENDMENT (PAA)  
AGREEMENT R22-02344

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and tBP Architecture ("Architect") on December 14, 2021.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A17.428 ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Architectural and Engineering services for programing and schematic design to relocate eight (8) portables. Seven (7) portables will create a "science classroom quad" and one (1) portable will be a maintenance portable area, at Simi Valley High School. Design Development through DSA Closeout is part of Project Assignment Amendment Agreement R22-02344.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not applicable to determine these fixed-fee Design Services.
3. **Assigned Project Basic Services.** The Basic Services for the Assigned Project are:

Phase	Basic Services
1	Programing
2	Schematic Design

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

Design Disciplines; Design Consultants
Civil and Landscape

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

Basic Services - Schedule	Completion Date
Programing	Friday, January 14, 2022
Schematic Design	Friday, March 4, 2022

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed fee of **Twenty Four Thousand, Nine Hundred and Twenty Dollars (\$24,920.00)** as described on the attached Proposal from Architect dated November 11, 2021 (Exhibit A- For Fee Only). Billings shall be based on percentage of Basic Services completed.
7. **Agreement Terms.** All terms of Agreement A17.428 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

**District**  
**Simi Valley Unified School District**

By:

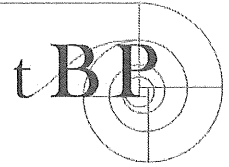
\_\_\_\_\_  
Ron Todo  
Associate Superintendent,  
Business & Facilities

**Architect**  
**tBP Architecture**

By:

\_\_\_\_\_  
Gary P. Moon, AIA  
CEO/ Managing Principal

## Exhibit A - For Fee Only



Architecture  
Planning  
Interiors

November 11, 2021

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

ATTN: Ms. Lori Rubenstein, SVUSD Bond Program Manager

Re: Schematic Design Services - Relocate (7) Existing On-Site Portable Buildings  
Simi Valley High School

Dear Lori,

tBP/Architecture has prepared this proposal for architectural services to prepare a Schematic Design Site Plan for the relocation of seven existing (24x40) portable buildings from their current location on campus to the undeveloped area on campus east of the industrial arts building.

Scope of Services:

1. Programming: Define the project requirements.
2. Schematic Design: Develop site plan and building layout.
3. Provide preliminary construction cost estimate.
4. Schematic Design Services include consulting Civil Engineer and Landscape Architect.
5. Topographic Survey provided by the district.

Compensation:

Our fee is fixed fee of \$24,920.00.

Please contact me if you wish to discuss this proposal or if you require additional information. Upon acceptance of our proposal, tBP will authorize our team to immediately commence the project.

Thank you for your support of tBP/Architecture and for the opportunity to continue to provide professional services to the Simi Valley Unified School District.

Sincerely,

**Willis R. Fisher, Architect | LEED AP**  
tBP/Architecture, Inc.



**PROFESSIONAL SERVICES AGREEMENT**

Between the Client:

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

and the Architect:

tBP/Architecture  
4611 Teller Avenue  
Newport Beach, CA 92660

Gary Moon, CEO      CA License #C25409

For tBP Project No.:      TBD

**Location:**      Simi Valley High School

**Scope of Work:**      As outlined in the proposal letter dated November 11, 2021

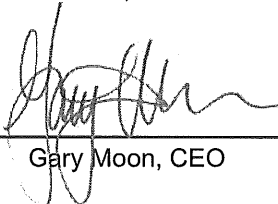
**Fee:**      Fixed fee of \$24,920.00

**Additional Services:**      Additional or expanded services will be performed as mutually agreed.

**Client:**  
Simi Valley Unified School District

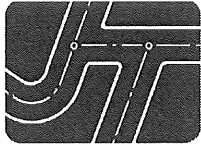
**Architect:**  
tBP/Architecture, Inc.

By: \_\_\_\_\_  
Authorized Representative

By:  \_\_\_\_\_  
Gary Moon, CEO

Date: \_\_\_\_\_

Date: November 11, 2021



Joseph C. Truxaw and Associates, Inc.  
Civil Engineers and Land Surveyors  
1915 W. Orangewood Ave., Suite 101  
Orange, CA 92868 (714) 935-0265  
[www.truxaw.com](http://www.truxaw.com)

November 11, 2021

**Willis Fisher**  
tBP/Architecture, Inc.  
4611 Teller Avenue  
Newport Beach, CA 92660

*Transmitted via E-mail: [wfisher@tbparchitecture.com](mailto:wfisher@tbparchitecture.com)*

**RE: Revised Professional Services Proposal – Simi Valley High School  
Relocate Portable Buildings – Schematic Design Phase**

Dear Willis,

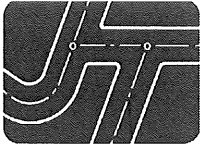
Thank you for the opportunity to provide you with this proposal for Professional Services for the above-noted project site. This proposal is based on the information received via e-mail. This proposal is provided without the benefit of a site review and is subject to such. This proposal is an estimate only.

This proposal includes Professional Civil Engineering Services per the attached scope of work.

Work can begin upon receipt of a signed Professional Services Agreement. Please contact me at (714) 935-0265 with any comments or questions. We look forward to working with you on this new project.

Sincerely,  
JOSEPH C. TRUXAW AND ASSOCIATES, INC.

Craig Di Bias, PE  
President

**Project Overview**

The site is the Simi Valley High School located at 5400 Cochran Street which is the southwest block of Cochran Street and Stow Street in the City of Simi Valley, California. The site is known as Assessor's Parcel Number 651-001-004. The Client intends to relocate several existing portable buildings to another location on the site.

It is understood that the School District will provide a current topographic survey in AutoCAD format that will include all proposed areas of work. It is assumed that the survey will indicate all necessary data as required for design purposes, including but not limited to existing underground utility lines together with invert, rim and grate elevations for all sewer and storm drain lines. Additional services authorization will be required if these assumptions are not correct.

**Scope of Services – Schematic Design Phase****1. Schematic Grading Plan**

Truxaw will prepare one (1) Schematic Grading Plan to demonstrate the method of site drainage and to indicate finish surface elevations at critical points around the site and identify major design issues such as retaining conditions. The Schematic Grading Plan will be based on an AutoCAD drawing file of the Site Plan and project survey to be provided by the Client.

**2. Schematic Utility Plan**

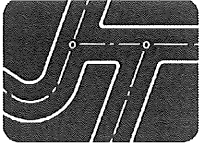
Truxaw and Associates will prepare one (1) Schematic Utility Plan. This plan will include the conceptual coordination and layout of sewer, domestic water irrigation, fire, gas, electric and telephone lines from the service point of connection to the exterior building wall at a location as designated by the project architect. Relocation of existing utility lines necessary for the proposed development will also be noted on this plan. Verification and design of pipe slopes and depths will not be possible until precise survey data is available. Sizing and precise design of all utility lines will be determined in a later phase of design development.

**3. Project Coordination (Budget)**

Truxaw and Associates will coordinate project issues with the Client, landscape architect, the project architect, other consultants, and the local agency. The estimate included in this proposal is a budget estimate only and includes up to twelve (12) hours of engineering time. Project Coordination will be billed on a time and material basis per the attached fee schedule.

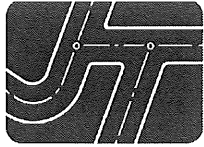
**4. Address Review Comments (Budget)**

Truxaw and Associates will provide up to one (1) plan check cycle with the Client for Schematic review and approvals. All additional time required will be invoiced as additional services on a time and material basis per the attached fee schedule. The estimated fee is a budget only. It is assumed that all required fees are to be provided by the Client. This estimate assumes that the project architect or owner's agent will prepare all necessary applications and make all necessary submittals to all governing agencies.



***This estimate is based on the following assumptions:***

- 1) A site plan will be provided by the Client prior to the start of work.
- 2) All utility points of connection and structural design (including site retaining walls) will be provided on the architectural plans.
- 3) A soils report prepared by a registered soils engineer will be provided to Truxaw and Associates for use in preparing the grading plan prior to the start of grading design. Said report will be acceptable to the public agency and will include percolation test results and recommendations for proposed AC and concrete pavement sections.
- 4) There will be one (1) schematic plan check (addressing comments from all agencies, architect, Client, etc.). Any additional plan checking comments will be invoiced as additional services.
- 5) This estimate does not include construction services such as staking and engineering certifications which are required from the Civil Engineer of Record. It is assumed that the Client will retain Truxaw and Associates to provide required construction inspections.
- 6) All final plans will be signed by a California licensed civil engineer or land surveyor.
- 7) Reimbursable expenses (if any) such as agency fees, reprographics, blueprints, computer plots, deliveries, etc. will be invoiced separately.
- 8) All street improvements (such as drive approaches and parkway culverts) will be detailed on the Grading Plan sheet. This proposal assumes that a separate public improvement plan is not required.
- 9) Client will be responsible for all City and other public agency filing fees or deposits.
- 10) Meetings (if any) with client, architect, tenants, etc. will be invoiced on an hourly basis in accordance with the attached fee schedule.
- 11) Items *not included* as part of this estimate include:
  - Changes to site layout as initially approved by the Client and City
  - Project Due Diligence/Entitlements
  - ALTA Survey, Topographic Survey, Boundary Survey or Boundary/Easement Analysis
  - Off-Site or Public Improvement Plans
  - Drainage Study/Report
  - WQMP, SUSMP, SWPPP and NOI
  - Easement Legal Descriptions and Exhibits
  - Subdivision Services
  - Any other items not included as part of this scope of services
- 12) All plan processing with public agencies will be by the Client or the Client's representative.



## EXHIBIT "A"

Willis Fisher, tBP/Architecture, Inc.  
Revised Professional Services Proposal  
Simi Valley High School  
Relocate Portable Buildings  
November 11, 2021  
Page 4

### ESTIMATED PROFESSIONAL FEES:

Item #	Item Name	Estimated Fee (\$)
	<b>Schematic Design Phase</b>	
1.	Schematic Grading Plan	4,000.00
2.	Schematic Utility Plan	2,200.00
3.	Project Coordination (Budget)	1,800.00
4.	Address Review Comments (Budget)	1,500.00
	<b>Professional Services</b>	<b>9,500.00</b>

*\*Note: It is assumed that all plan review submittals will be electronic and that no reimbursable expenses are expected*

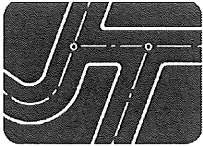
All fees and charges will be billed monthly and due at the time of billing. Late charges of 1.5% per month or 18% annually will be assessed if full payment has not been received within 30 days of billing. This estimate is valid for the next thirty (30) days. Truxaw and Associates will begin work on this project upon receipt of a signed Professional Services Agreement. We appreciate this opportunity to work with you and look forward to a successful project.

### FEE SCHEDULE

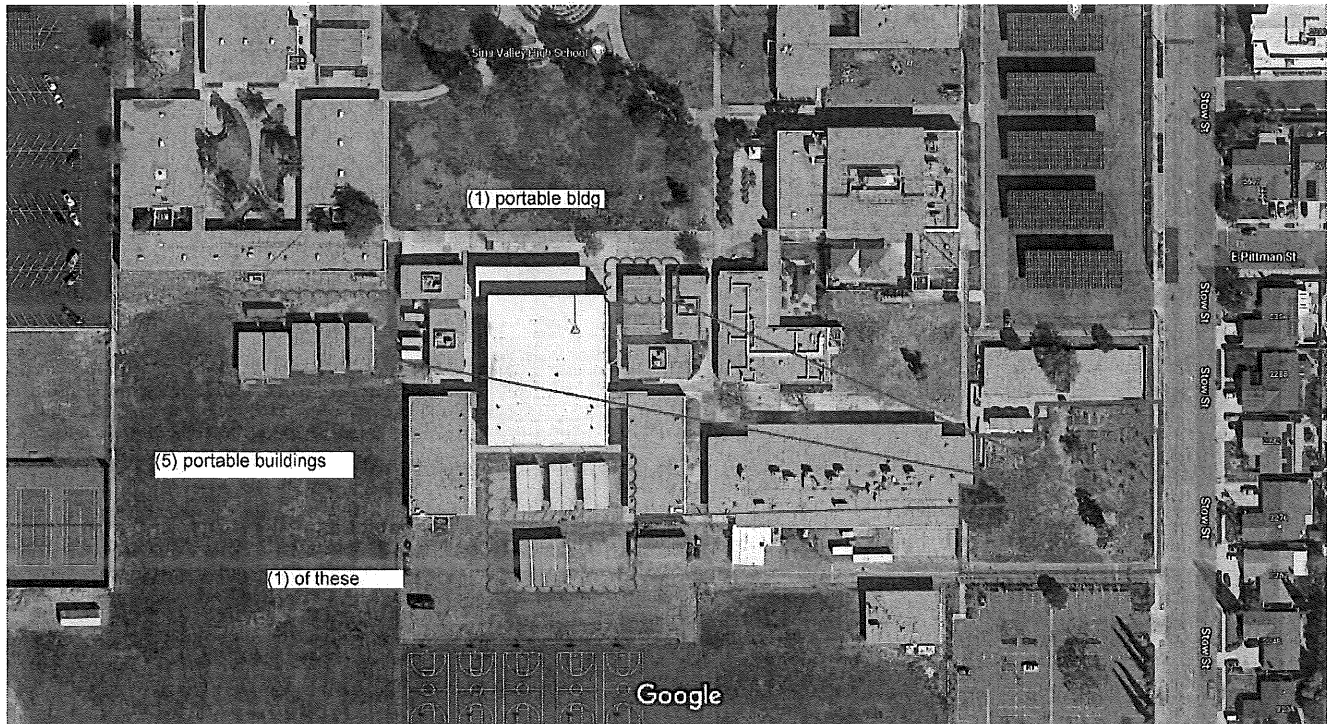
Principal	\$180.00 per hour
Project Manager	\$165.00 per hour
Engineer	\$150.00 per hour
Surveyor	\$150.00 per hour
Design Engineer	\$135.00 per hour
CADD Specialist	\$110.00 per hour
Survey Crew	\$250.00 per hour
Survey Crew (Prevailing Wage)	\$320.00 per hour
Technical Assistant	\$ 80.00 per hour

## EXHIBIT "A"

Willis Fisher, tBP/Architecture, Inc.  
Revised Professional Services Proposal  
Simi Valley High School  
Relocate Portable Buildings  
November 11, 2021  
Page 5



### Portable Buildings Relocation Exhibit



**PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICE – NOVEMBER 2, 2021**

**PROJECT:** SIMI VALLEY HIGH SCHOOL PORTABLE VILLAGE  
LANDSCAPE SCHEMATIC PHASE

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

**CLIENT:** tBP ARCHITECTURE, INC.  
4611 TELLER AVENUE  
NEWPORT BEACH, CALIFORNIA 92660

**ATTENTION:** WILLIS FISHER  
DIRECTOR OF CONSTRUCTION ADMINISTRATION/PROJECT MANAGER

**A. SCOPE OF WORK**

The services of the Landscape Architect shall include necessary professional services such as consultations, preparation of schematic design plans, Client review and cost estimates. This project includes the proposed Portable Village area and the landscape improvements along Stowe Avenue.

1. SCHEMATIC PHASE
  - a. Preparation of landscape electronic base using Architect's base and field information.
  - b. On site review with maintenance staff to determine location and function of the existing irrigation system.
  - c. Preparation of a schematic landscape plan showing plant selection.
  - d. Preparation of schematic cost estimate for the landscape work.
  - e. Attend landscape design review meeting with District and/or Client if required.

**B. SERVICES NOT INCLUDED**

1. The Client has not retained the Landscape Architect to prepare grading and/or drainage plans. These drawings are typically prepared by a Licensed Civil Engineer and are not part of the Scope of Services of this project.
2. The Client has not retained the Landscape Architect to prepare Hardscape Plans.

**C. COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES**

Fee for the Landscape Architectural services shall be a fixed price of **\$ 4,930.00**.

SIMI VALLEY HIGH SCHOOL PORTABLE VILLAGE  
NOVEMBER 2, 2021  
PAGE 2 OF 2

**D. ADDITIONAL SERVICES**

1. When other Consultants make site plan revisions; for any reason, requiring the Landscape Architect to revise landscape drawings, additional services shall be charged for the time required to revise those drawings.
2. Compensation for additional services shall be at a rate of \$145.00 per hour for Principal time, \$120.00 per hour for Associate Landscape Architect time, \$95.00 per hour for Drafting/CAD Services, \$100.00 per hour for Certified Arborist Services, and \$45.00 per hour for Clerical Assistance.

**E. REIMBURSABLE EXPENSES**

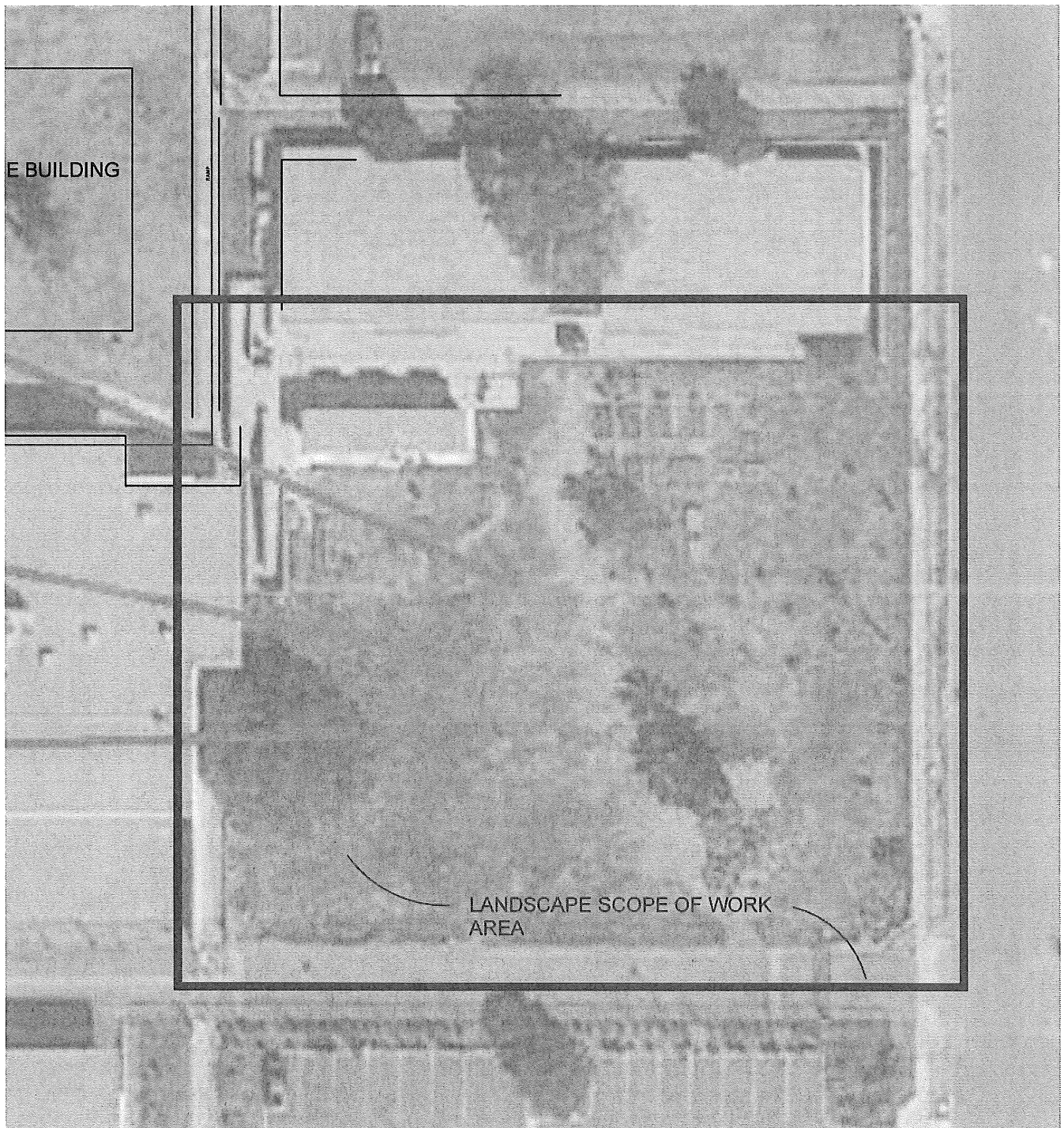
Reproduction of all documents, including postage and shipping charges shall be paid for at cost plus 15% for handling.

**F. REQUIRED NOTIFICATION**

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, California 95834, (916) 575-7230.

BY:  DATE November 2, 2021  
PAUL J. JORDAN, LANDSCAPE ARCHITECT #1443  
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.

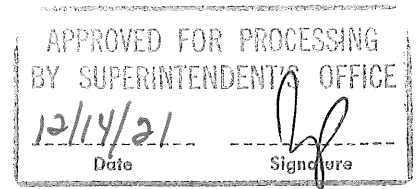




JORDAN, GILBERT & BAIN  
LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVENUE,  
VENTURA CA 93001 (805) 642 - 3641

SIMI VALLEY HIGH SCHOOL  
PORTABLE VILLAGE

EXHIBIT A  
11-2-21



**TITLE: APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-01264  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND  
RACHLIN PARTNERS, FOR THE PARTIAL ARCHITECTURAL AND  
ENGINEERING SERVICES FOR THE MPR RENOVATION PROJECT  
AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #14

December 14, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

Rachlin Partners has assumed the role as Architect of Record and take over the project, from partial construction document phase through DSA Closeout, for the Simi Valley MPR project.

The takeover contract did not include consultants' fees that were not in the original scope of work and / or additional scope was added.

\$44,750.00 Landscape Architecture  
\$73,299.00 Theater Consultant  
\$ 5,500.00 Mechanical / Plumbing Engineers Additional Scope  
\$ 2,500.00 Fire Sprinkler Engineer Additional Scope  
\$ 20,000.00 Electrical Engineer Additional Scope  
\$146, 049.00 Sub-Total  
\$ 22,858.00 4% Reimbursable for entire contract amount  
\$168,907.00 Total Amendment #1

**Fiscal Analysis**

\$425,415.00 Original Contract  
\$168,907.00 Amendment #1 including 4%reimbursables  
\$ 577,305.00 Total Revised Contract, funded by Measure X.

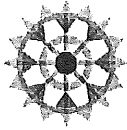
**Recommendation**

It is recommended that the Board of Education approve Amendment #1 Agreement R22-01264 for architectural and engineering services for the MPR Renovation project at Simi Valley HS.

On a motion # 87, by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Amendment #1 to Agreement No. R22-01264 with the firm of Rachlin Partners.

Ayes: Jubran  
Smollen Noes: 0 Absent: 0 Abstained: 0

In Belle  
Bagdasaryan  
Blough



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 West Cochran Street Simi Valley, CA 93065  
805.306.4500 ext.4461

## CONTRACT AMENDMENT

Project Name: Simi Valley HS MPR	Amendment #: 1	
Site: Simi Valley HS	Board Date: 12/14/21	
To (Architect): Rachlin Partners	DSA Application #: 03-118786	
Address:  8640 National Blvd.  Culver City, CA 90232	Contract #: R22-01264	Contract Date: 9/13/21
	PO #:	PO Date:

### THE CONTRACT IS CHANGED AS FOLLOWS:

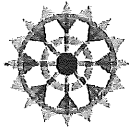
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 \$ 20,000.00 Electrical Engineer Additional Scope  
 \$146, 049.00 Sub-Total  
 \$ 22,858.00 4% Reimbursable for entire contract amount  
 \$168,907.00 Total Amendment #1

\$425,415.00 Original Contract  
 \$168,907.00 Amendment #1 including 4%reimbursables  
 -\$ 594,322.00 Total Revised Contract

The terms and conditions of Agreement A18.074 for Ongoing Architect Services, apply to these additional services.


**SimiValleySchools**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

 24930 Avenue Stanford, Santa Clarita, California 91355  
 Phone: 661-294-5300 / www.saugusd.org

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: \$ 425,415.00	Original Contract Duration: Through Project Closeout
Prior Contract Adjustments: \$ 0.00	Original Completion Date: Through DSA Closeout
Contract Sum Prior to this Amendment: \$ 425,415.00	Total Approve Time Extension to Date: None
Adjustment per this Amendment: \$ 168,907.00	Adjustments per this Amendment:
Revised Contract Amount: \$ 594,322.00	Completion Date Including This Change: Through Closeout

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

 \_\_\_\_\_  
 Michael, Rachlin, Partner  
 Rachlin Partners

 \_\_\_\_\_  
 (Signature)  
 (Date)

 \_\_\_\_\_  
 Project Coordinator

 \_\_\_\_\_  
 (Signature)  
 (Date)

 \_\_\_\_\_  
 JEFF KIPP

 \_\_\_\_\_  
 (Signature)  
 (Date)

 \_\_\_\_\_  
 Construction Project Manager

 \_\_\_\_\_  
 LORI RUBENSTEIN

 \_\_\_\_\_  
 Bond Program Manager

 \_\_\_\_\_  
 (Signature)  
 (Date)

 \_\_\_\_\_  
 RON TODO

 \_\_\_\_\_  
 Associate Superintendent,  
 Business & Facilities

 \_\_\_\_\_  
 (Signature)  
 (Date)

December 7, 2021

Lori Rubenstein  
**Bond Program Manager**  
 Simi Valley Unified School District  
 101 West Cochran Street  
 Simi Valley, CA 93065

**RACHLIN**  
 P A R T N E R S

**RE: SIMI VALLEY HIGH SCHOOL MPR  
 ADDED CONSULTANT FEE'S FOR MPR TAKE OVER**


Dear Ms. Rubenstein:

In accordance with your request, please find our proposal for additional engineering consultants that were not included in our original proposal for the Simi Valley High School Multipurpose Room Project Take Over. These consultants were not included in the original proposal because either their scope of work was unknown at the time the proposal was submitted or their work scope has been added to the project after the project agreement was issued. The proposed fee of one hundred sixty-eight thousand nine hundred seven dollars (171,907.00), which includes twenty-two thousand eight hundred fifty-eight dollars (22,858.00) for reimbursable expenses are direct fees and do not include any mark-up. The following is a break down of the individual costs:

Landscape Architect	Jordan, Gilbert & Bain Landscape Architects, Inc.	\$ 44,750.00
Theatrical Consultant	Theater DNA	\$ 73,299.00
Mechanical / Plumbing	IMEG	\$ 5,500.00
Fire Sprinkler Engineer	IMEG	\$ 2,500.00
Fire Alarm	IMEG	\$ 10,000.00
Low Voltage	IMEG	\$ 7,500.00
Voice Evacuation	IMEG	\$ 2,500.00
Subtotal		\$ 146,049.00
<u>Reimbursable expenses for Contract (4% of the entire contract)</u>		<u>\$ 22,858.00</u>
Total Proposal for Added Engineering Services		\$ 168,907.00

Should you have any questions, please do not hesitate to contact me at (310) 204-3400.

Sincerely,



Richard Ingrassia, AIA, LEED  
 Partner