

TITLE: APPROVAL OF ADDITIONAL SERVICES NO. 1 TO AGREEMENT NO. R20-00589 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC.

Business & Facilities
Consent #4

February 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On August 20, 2019, the Board of Education ratified Agreement R20-00589 in the amount of \$120,548 for design services for improvements to the Royal High School boy's locker room modernization, based on a construction budget of \$900,000. The District has requested the design incorporate additional improvements, which revises the construction budget to \$1,707,686.

Fiscal Analysis

Additional Services Agreement No. 1 (Exhibit "A") is for a **total additional fixed-fee of \$79,411**. The total fixed fee for design services for the Royal High School boy's locker room modernization will be \$199,959.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Additional Services Agreement No. 1 to Agreement No. R20-00589 for additional design services for the Royal High School boy's locker room modernization.

On a motion # 100 by Trustee Blough, seconded by Trustee Libran and carried by a vote of 4-0-1, the Board of Education approved, by roll-call-vote, Additional Services Agreement No. 1 to Agreement No. R20-00589 with the firm of Amador Whittle Architects, Inc.

Ayes: LaBelle Noes: 0 Absent: White Abstained: 0
Smollan



SimiValley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

ADDITIONAL SERVICES AGREEMENT NO. 1

TO AGREEMENT R20-00589 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC.

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

Architect is authorized to provide the following Additional Services to include additional scope associated with increasing the estimated construction budget for the project from \$900,000 to \$1,707,686 to accommodate the improvements the District requires on the plans & specifications for modernization of the Royal High School Boy's Locker Room as described in the attached Proposal from Consultant dated January 15, 2020 (Attachment "1").

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

Compensation:

Compensation for these additional services shall be a Total Additional Fee of **Seventy-Nine-Thousand Four-Hundred Eleven Dollars (\$79,411.00)** as further described on the attached Proposal from Consultant (Attachment "1") dated January 15, 2020.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Dated: _____

Title: Associate Superintendent Business & Facilities

AMADOR WHITTLE ARCHITECTS, INC.

By: Jean Amador
Jean Amador, AIA

Dated: January 16, 2020

Title: President

Attachment 1



AMADOR WHITTLE
ARCHITECTS, INC.

January 15, 2020

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

Attention: Tony Joseph, Bond Program Manager

Project: **Boys Locker Room Modernization at Royal High School**

Subject: A/E Fee Additional Service Proposal

Dear Mr. Joseph:

The additional service proposal includes the original Boys Locker scope expanded on below. The 30% concept documentation provided to date exceeds the original scope of work and budget to meet renovation associated code requirements and user's needs.

SCOPE OF WORK

Provide construction documents for submittal to DSA for permit process, Construction administration services and project closeout that include Structural Engineering, Mechanical, Plumbing, Electrical, Fire Alarm Engineering and Architecture shall include the following scope:

- The Boys Locker Rooms showers and locker areas reconfigured and new finishes.
- Designated Basketball and Volleyball Team Locker areas created.
- The Staff restroom, Staff shower and Staff lockers reconfigured and rebuilt.
- Basketball Team room rebuilt and reconfigured with new walls and finishes.
- The locker room walls shall be painted.
- Flooring and baseboards replaced throughout all areas-rooms renovated.
- The locker room lighting fixtures, ceiling, Mechanical and shower associated piping will be replaced, and the fire alarm coordinated with recent upgrades.
- Existing below floor and baseboard Mechanical ducts to be capped.
- Vestibule and door added to access Gymnasium.
- Add water filling stations to existing entries.
- Coach offices upgraded with ceilings, lighting fixtures, Mechanical, paint and flooring.
- Construction duration increased from 6 month to 9 months.
- Provide two interior renderings of 30% design.
- Revised Construction estimated revised from \$900,000. to \$1,707,686.

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

Amador Whittle Architects, Inc.
January 15, 2020
Page 2 of 2

PROPOSAL

We propose a Fixed Fee of **Seventy-nine thousand and nine hundred and four hundred and eleven Dollars (\$ 79,411.00)** broken down as follows:

Principal	110 hours	x	\$ 184	= \$ 20,240
Architect	161	x	138	= 22,218
Designer	232	x	104	= 24,128
CADD	104	x	90	= 9,360

AWA TOTAL = **75,946**

**Mechanical Plumbing & Electrical
& Fire Alarm Engineering – J&S Engineering** = **3,300**

5% mark up on consultant = **165**

GRAND TOTAL = **\$ 79,411.**

PROJECT SCHEDULE

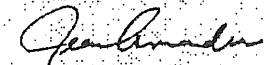
Concept Renderings	15 days
50-60% Construction Documents	28 days
Cost estimate prepared	15 days
SVUSD Review	
100% Construction Documents	28 days
100% Cost Estimate prepared	15 days
SVUSD Review	
DSA (from receipt of comments)	28 days
Bidding & Award	
Construction	270 days
Closeout of Project	28 days

Our fee excludes DSA and other agency permits and fees.

Thank you for giving us this opportunity continue to provide service to the Simi Valley Unified School District team on this project. Please call us with any questions you may have.

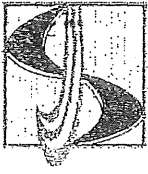
Sincerely,

AMADOR WHITTLE ARCHITECTS, INC.



Jean A. Amador AIA
Principal

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



J & S
CONSULTING
ENGINEERS, INC.

January 14, 2020

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

Proposal # 20-106

**Re: SIMI VALLEY SCHOOL DISTRICT
ROYAL H.S. BOYS LOCKER ROOM
Extra Service #1**

Dear Jean,

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

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

I. BASIC ENGINEERING SERVICES:

A. Field Investigation

1. Field verify existing exhaust fans to be replaced.
2. Field verify existing electrical devices & light fixtures to be replaced.

B. Design

1. Mechanical
 - a. Provide new exhaust fans and controls for Staff Restroom & Shower.
 - b. Add HVAC system at Staff Office.
2. Plumbing
 - a. Provide plumbing design to replace drinking fountain, with bottle filler.
 - b. Provide plumbing design for Staff Restroom and Showers.
3. Electrical
 - a. Provide lighting and power for Staff Restrooms, Showers, Locker area and Offices.
 - b. Provide F.A. design for Staff Showers, Lockers and Office.
 - c. Power connection and control for exhaust fans.

C. Services Not Included

1. Systems and services other than listed above.

II. ENGINEERING FEES

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

Mechanical	\$ 600.00
Plumbing	\$ 900.00
Electrical	\$ 1,400.00
F.A.	\$ 400.00
TOTAL	= \$ 3,300.00

Representation:

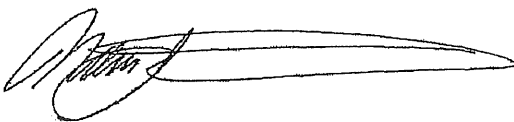
Services within the limits prescribed will be performed by J & S in a manner consistent with that level of care and skill ordinarily exercised by Consultants currently practicing under similar conditions. No other representation, either expressed or implied, is included or intended under this Agreement.

III. ACKNOWLEDGMENT

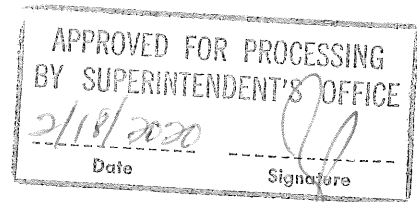
- A. If this proposal is acceptable to you, please acknowledge acceptance of the terms and conditions of this contract by signing a copy of this letter in the appropriate spaces, and return it to our office.

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

Very truly yours,



Nam Jabbour



TITLE: RATIFICATION OF AGREEMENT NO. R20-03255 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND INDEPENDENT ROOFING CONSULTANTS FOR CONSTRUCTION PHASE SERVICES

Business & Facilities
Consent #5

February 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On December 17, 2019, the Board of Education ratified Agreement No. R20-02610 with Independent Roofing Consultants for evaluation of the roofing and preparation of plans & specifications for re-roofing the gymnasium buildings at Sinaloa Middle School and Valley View Middle School. The District would like to utilize Independent Roofing Consultants for the bid and construction phases for inspection/ quality assurance.

Fiscal Analysis

The cost for these roofing consultant services is a Fixed Fee of \$14,500.00 as further described on attached Agreement R20-03255 (Exhibit "A").

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 100 by Trustee Blough, seconded by Trustee Tobran and carried by a vote of 4-0-1, the Board of Education ratified, by roll-call-vote, Agreement No. R20-03255 with Independent Roofing Consultants.

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

AGREEMENT NO. R20-03255 FOR CONSULTANT SERVICES

AGREEMENT made as of the 28th day of January, 2020

between the District:

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

and the Consultant:

Independent Roofing Consultants
2901 Pullman Street
Santa Ana, CA 92705

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for attending the pre-bid job walk and provision of inspection and roofing consultant services during the construction phase for the roofing replacement project(s) at the gymnasium buildings at Sinaloa and Valley View middle schools. All of the Terms and Conditions of the attached Proposal Sinaloa and Valley View middle schools are replaced with the terms and conditions of this Agreement. The Consultant shall provide all personnel, materials, tools, equipment, services, licenses, testing, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.

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

<u>Phase</u>	<u>Start</u>	<u>Finish</u>
Pre-Bid Job Walk	9:00 AM February 7, 2020	Noon, Feb. 7, 2020
Construction Phase	June 6, 2020	July 31, 2020

2 **CONTRACT PRICE.**

- 2.1 **Contract Price for Consultant Services.** The Contract Price for these services is a total Fixed Fee of **Fourteen-Thousand Five-Hundred Dollars (\$14,500.00) per the attached Proposal dated January 22, 2020** (Attachment "1" to this Agreement). ~~26~~
- 2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the fee of the Consultant and any Subconsultant, personnel expenses (including all benefits and burdens), travel for the Consultant, Subconsultants, their employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site(s) of a

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

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

3 **CONSULTANT BILLINGS**

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.

- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.

- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District.

- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

- 3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The

Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 **INSURANCE; INDEMNITY**

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

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

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

ADDITIONAL INSURED ENDORSEMENT (AIE):

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

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

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

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

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

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

4.7 **Indemnity.**

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

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

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

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

6 **TERMINATION; SUSPENSION**

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

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

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

7 MISCELLANEOUS

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

- 7.2 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 7.4 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 7.5 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
- 7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:
- Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
Attn.: Tony Joseph, Bond Program Manager
- and to the Consultant:
- Independent Roofing Consultants
2901 Pullman Street
Santa Ana, CA 92705
Attn.: Ashley Watson, Sales Associate
- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written

permission under defined conditions. A background check shall be required upon the request of the District.

7.10 Disputes.

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

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

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

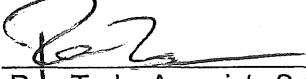
7.11 Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District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

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


- 7.13 **Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 7.14 **Consultant Contact Information.**
 Consultant Contact Name: _____
 Business Phone: _____
 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): _____
- 7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or designee has approved this Agreement and the provisions hereof.
- 7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 7.17 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
 Rdn Todo, Associate Superintendent
 Business & Facilities

INDEPENDENT ROOFING CONSULTANTS

By: 
 Veronica Foster
 Executive VP

(FINGERPRINT CERTIFICATE ATTACHMENT 1)

LIST NAMES OF PERSONNEL BELOW:

Attachment 1

INDEPENDENT ROOFING CONSULTANTS

Pleasanton Office

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

Santa Ana Office

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

Las Vegas Office

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

January 22, 2020

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

anthony.joseph@simivalleyusd.org

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

Consulting Services Agreement

Independent Roofing Consultants proposes to provide the following consulting services related to above-referenced project:

Pre-Bid Conference

Independent Roofing Consultants will attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Independent Roofing Consultants will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be issued to the District.

INSPECTION SERVICES

Independent Roofing Consultants proposes to provide the following field observation services at the above-referenced project. Guidelines to be utilized in monitoring the new system installation may include Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

Pre-Job Conference

Conduct an onsite conference with the application contractor and all trades related to the new system installation. The purpose of this conference is to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to all parties confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the Architect of record.

Project Audits

Independent Roofing Consultants will perform project audits during the roof system installation process at scheduled dates established during the pre-job conference. Visible deviations from industry standards, at the time of the audit, will be communicated to the contractor's project superintendent/foreman during our visit. The contractor or sub-contractor is responsible and liable in assuring that these deviations are corrected.

Upon completion of field audit Independent Roofing Consultants will issue a written report of our inspection finding including a summary of the work completed at the time of the audit, work remaining to be completed, items requiring corrective repairs and recommendations for unique conditions found during our audit. Our audit report will be accompanied by our captioned photographs.

Independent Roofing Consultants' project audit inspections are based upon providing intermittent visual observations of the roofing contractor's roof system installation (with no destructive testing being performed). The purpose of these inspections is to provide intermittent reviews of the roof system installation for compliance with the project's specifications, project contract and/or the material manufacturer's published general and guarantee installation requirements. As Independent Roofing Consultants is not being retained to provide full-time inspection during the roof system installation and we are unable to inspect all aspects of the system installation process, Independent Roofing Consultants is not responsible in any form and does not accept any liability for quality of the overall completed system installation.

Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation, Independent Roofing Consultants will conduct a visual final inspection of the roof assembly.

A report will be generated noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

Additional Consulting

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

The consideration for services is:

Pre-Bid Conference	\$2,200.00
<i>One Pre-Bid Conference to cover both schools</i>	
Pre-Job Conference	\$2,200.00
<i>One Pre-Job Conference to cover both schools</i>	
Project Audits	\$7,200.00
<i>Estimate 4 audits at \$1,800.00 each</i>	
Final Inspection	<u>\$2,900.00</u>
<i>Both Schools performed on the same day</i>	
Total	\$14,500.00
Additional Consulting	\$150.00 per hour

Provisions

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

INDEPENDENT ROOFING CONSULTANTS

By: _____

By: Ashley Watson
Ashley Watson

Title: _____

Title: Sales Associate

Date: _____

Date: January 22, 2020

TERMS AND CONDITIONS ADDENDUM

STATEMENT OF WORK

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

MODIFICATION OF THE AGREEMENT

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

ADDITIONAL WORK

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

PAYMENT

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

DOCUMENTS

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

NO THIRD PARTY BENEFICIARIES

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

CONTRACTOR RESPONSIBILITY

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

INDEMNIFICATION

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

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

LIMITATION OF LIABILITY AND INSURANCE

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

TERMINATION FOR CONVENIENCE

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

GOVERNING LAW

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

JUDICIAL ACTION

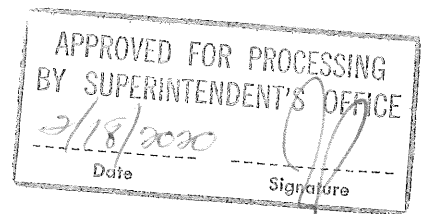
Any litigation, which is conducted in relation to this Agreement, including, without limitation, a petition to compel arbitration or a motion to confirm or vacate an award, shall be conducted in the Orange County State Court system, and in no other tribunal.

MISCELLANEOUS

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

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

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



**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS;
OCTOBER 1, 2019 TO JANUARY 31, 2020**

Business & Facilities
Consent #6

February 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between October 1, 2019 and January 31, 2020.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA between October 1, 2019 and January 31, 2020 is **\$176,579.33** as shown on Exhibit "A".

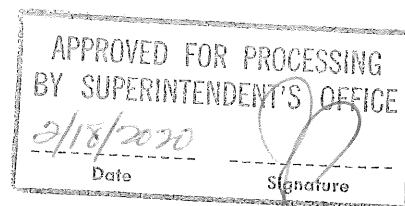
Recommendation

It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On a motion # 100 by Trustee Blough, seconded by Trustee Jobran and carried by a vote of 4-0-1, the Board of Education ratified, by roll-call-vote, all of the Field Contracts summarized in attached Exhibit "A".

Ayes: LqBelle Noes: 0 Absent: White Abstain: 0
Smollen

MEASURE X FIELD CONTRACTS UNDER CUPCAA, AND AGREEMENTS OCT 1, 2019 - JAN 31, 2020					
Req Date	Req #	PO #	Total Amt	Vendor	Description
10/15/2019	R20-02152	P20-01680	\$ 12,105.00	KING OFFICE SERVICES	KATHERINE ES MOVING SERVICES
10/23/2019	R20-02275	P20-01801	\$ 9,896.00	HH CONSTRUCTION, INC.	10 SITES OLD MONUMENT DEMO
10/23/2019	R20-02280	P20-01802	\$ 1,400.00	G & J NEON SIGNS, INC.	MOUNTAIN VIEW ES MARQUEE LABOR ADD 2ND FACE
10/23/2019	R20-02282	P20-01803	\$ 890.00	G & J NEON SIGNS, INC.	VISTA ES MARQUEE INSTALL FACE & CLIPS
11/5/2019	R20-02432	P20-01963	\$ 600.00	GROUND PENETRATING RADAR SYSTEMS, LLC	SIMI INSTUTUTE FOR CAREER UNDERGROUND UTILITY SCAN
11/13/2019	R20-02527	P20-02089	\$ 7,150.00	MISSION PAVING & SEALING, INC	APOLLO HS ASPHALT REPAIR
11/13/2019	R20-02530	P20-02090	\$ 24,500.00	ARDALAN CONSTRUCTION CO., INC.	6 SITES INSTALL HYDRATION STATIONS
11/25/2019	R20-02673	P20-02261	\$ 760.00	UNIQUE MOVING INC.	WOOD RANCH ES FURNITURE MOVING
11/25/2019	R20-02674	P20-02262	\$ 5,359.10	EMPIRE CABLING, INC.	SYCAMORE ES MOVE PHONE PANEL FOR ELECT PROJECT
12/3/2019	R20-02712	P20-02290	\$ 22,172.00	PRECISION PLUMBING-MECHANICAL	4 SITES INSTALL HYDRATION STATIONS
12/4/2019	R20-02725	P20-02291	\$ 24,850.00	ARDALAN CONSTRUCTION CO., INC.	6 SITES INSTALL HYDRATION STATIONS
12/13/2019	R20-02880	P20-02423	\$ 24,000.00	ARDALAN CONSTRUCTION CO., INC.	7 SITE ISTALL RETROFIT HYDRATION STATIONS
12/16/2019	R20-02913	P20-02453	\$ 5,895.00	LIMASOL CONSTRUCTION, INC.	SINALOA PAINTING ROOFTOP HVAC DUCTING
1/15/2020	R20-03187	P20-02817	\$ 20,215.00	SCOTT & SONS ELECTRIC	SIMI VALLEY HS ELECTRICAL POWER TO INTERIM HOUSING
1/28/2020	R20-03313	P20-02896	\$ 1,298.43	G.I. RUBBISH CO/WASTE MGMT. LORI SIGUR	KATHERINE ES DUMPSTERS FOR CLASSROOM RENO PROJ
1/28/2020	R20-03331	P20-02946	\$ 680.00	S & A MECHANICAL, INC.	SANTA SUSANA ES HVAC
10/14/2019	WIT20-00245	P20-01661	\$ 1,730.00	AAA NETWORK SOLUTIONS	SECURITY CAMERA LICENSES
12/20/2019	WIT20-00341	P20-02544	\$ 6,539.40	IVS COMPUTER TECHNOLOGY	KATHERINE ES INTERACTIVE CLASSROOM FOR RENO PROJ
12/20/2019	WIT20-00342	P20-02545	\$ 6,539.40	IVS COMPUTER TECHNOLOGY	WHITE OAK ES INTERACTIVE CLASSROOM FOR RENO PROJ
Total Field Contracts/Agreements 10-1-19 to 1-31-20:			\$ 176,579.33		



**TITLE: AUTHORIZATION TO AWARD BID #20B4BX331, WHITE OAK
ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**

Business & Facilities
Consent #9

February 18, 2020
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Five bids were received on February 4, 2020 for Bid #20B4BX331, White Oak Elementary School Classroom Renovations. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>
Ardalan Construction Company, Inc.	\$322,000
Chalmers Construction Services, Inc.	\$264,000
G2K Construction, Inc.	\$358,888
PreCon Industries, Inc.	\$307,650
The Nazerian Group	\$274,123

Additional information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$264,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #20B4BX331, White Oak Elementary School Classroom Renovations, to Chalmers Construction Services, Inc. in the amount of \$264,000.

On a motion # 100 by Trustee Blough, seconded by Trustee Subran and carried by a vote of 4-0-1, the Board of Education approved, by roll-call vote, award of the White Oak Elementary School Classroom Renovations to Chalmers Construction Services.

AYES: La Belle NOES: 0 Absent: White Abstained: 0
Smollen