

**TITLE: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC) ANNUAL  
REPORT FOR FISCAL YEAR 2020**

Business & Facilities  
Information #1

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

In accordance with the accountability requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions affecting Measure X Bond Funds. Their role is basically an audit function with the responsibility to report to the public on the District's expenditures and consistency with Measure X.

Bylaws were approved by the Board of Education on February 21, 2017 to govern the activities of the Committee. Section 3.3 of the Bylaws states that the Committee shall present to the Board an annual written report which shall include the following: (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1 (b) (3) of the California Constitution; and (b) A summary of the Committee's proceedings and activities for the preceding year.

At their regular meeting held on February 17, 2021, the CBOC approved the content of their Annual Report for Fiscal Year 2020. A copy of this report is attached hereto as Exhibit "A".

**Recommendation**

This report is for information only.

SIMI VALLEY UNIFIED SCHOOL DISTRICT  
SIMI VALLEY CITIZENS BOND OVERSIGHT COMMITTEE  
(CBOC)

FISCAL YEAR 2020  
ANNUAL REPORT  
July 1, 2019 to June 30, 2020

**BACKGROUND**

Measure X is a \$239 million bond measure approved by voters on November 8, 2016, authorizing funding for the design and construction of new buildings, modernization of existing school facilities, and modern technology within the Simi Valley Unified School District (“the District”). On June 14, 2017 the District brought to market, \$70 million of Series “A” general obligation bonds, the first series to be used under the Measure X authorization, and in May of 2019 the District brought to market, \$60 million of Series “B” general obligation bonds, the second series to be used under the Measure X authorization, and in October of 2020 the District brought to market, \$60 million of Series “C” general obligation bonds, the third series to be used under the Measure X authorization. The district has received the Series “A”, Series “B”, and Series “C” funds, which are being utilized for implementation of Measure X projects.

As required by law, an independent Citizens’ Bond Oversight Committee (CBOC) has been established to actively monitor all Measure X projects and expenditures, provide proper oversight, control and accountability to ensure that Measure X funds are used as they were intended and to report to the community at-large.

As prescribed by the CBOC bylaws, this report includes the following:

1. A summary of the Committee’s proceedings and activities for the preceding fiscal year.
2. A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

## CBOC ACTIVITIES

**Meetings** – The committee held in person meetings, at the Simi Valley Unified School District Educational Service Center on August 14, 2019, November 20, 2019, February 12, 2020. The May 13, 2020, August 19, 2020, November 18, 2020 and the February 17, 2021 meetings were held via Zoom due to COVID-19 restrictions. Each meeting is open to the public to provide input regarding the overall bond program, budget, financing matters and construction schedules.

**Website** (<https://simi-ca.schoolloop.com/MXCBOC>) – The District continues to assist in keeping the website operational to provide the public with general information relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

**Facebook** (<https://www.facebook.com/simivalleycitizensbondoversightcommitteemeasurex>) - The CBOC created a Facebook Page for the purpose of providing general information to the community at large relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

**Performance Audits** – The fourth performance audit of the Measure X program was finalized on January 29, 2021. This covered the fiscal year of July 1, 2019 thru June 30, 2020. The CBOC has reviewed the 2019-2020 performance audit, which concluded the District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures and transfers were made on authorized bond projects.

**Annual Report** – This is the fourth Annual Report issued by the CBOC.

## DISTRICT COMPLIANCE

The CBOC believes that the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, which provides that bond revenues are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and that no funds were used for any

other purpose including teacher and administrator salaries and other school operating expenses.

**MEMBERS – 2019/2020**

Jenniffer Jones (Chair)  
Richard Grossman (Vice Chair)  
Barry Fisher (Secretary)  
Frank Sinsheimer (Publicity Chair)  
Shawn Herrera  
Kimberly Knight  
Bethany Lowry  
Steven Randall  
Alisa Hensel

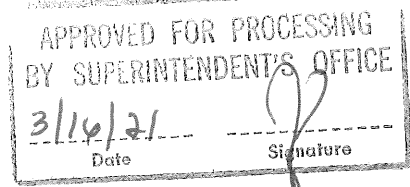
The 2019/ 2020 CBOC members represent all of the classifications required under Proposition 39, and include a parent or guardian of a child enrolled in the District, a P.T.A. or school site council member, a business organization member, a senior citizens' organization member, a bona-fide taxpayers association member, and two members of the community at-large.

This Annual Report was approved by the CBOC at their meeting on February 17, 2021.

**Simi Valley Unified School District  
Measure X Citizens' Bond Oversight Committee (CBOC)  
Categories of Members Fiscal Year 2020**

	<b>REQUIRED CATEGORIES</b>						<b>OTHER</b>
	<b>Local Business Org.</b>	<b>Senior Org.</b>	<b>Bona fide Taxpayers Org.</b>	<b>Parent/ Guardian of Child Enrolled in District</b>	<b>Parent/ Guardian of Child Enrolled in District and Active in PTA or School Site Council</b>	<b>At-Large Community Member</b>	
<b>MEMBERS</b>							
Jenniffer Jones				X			
Shawn Herrera	X			X			
Barry Fisher							X
Richard Grossman	X			X			
Bethany Lowry	X			X	X		
Kimberly Knight				X	X		
Frank Sinsheimer		X					
Steven Randall			X				
<b>MEMBERS RESIGNING IN 2020</b>							
Alisa Hensel					X		

**California Education Code 15282:** The Committee shall consist of at least seven (7) members, who shall serve for a minimum term of two years and for no more than three consecutive terms. Committee shall have one member from each of the REQUIRED CATEGORIES.



**TITLE: INFORMATION REGARDING BOND PROJECT PRIORITIZATION  
PLAN A**

Business & Facilities  
Information #2

March 16, 2021  
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The information provided shows all four Draws of Measure X Projects and the corresponding allocated budgets. Planning for scenarios where the final project costs may exceed the allocated budget, we must have a plan to complete the District projects that take priority.

There are many reasons a project can go over budget, including economic factors, inflation and increased scope.

Since the District is in control of the timing of each project by accelerating or delaying of the schedule, each Draw of Funding can borrow from the next Draw to complete projects. Only the projects of Draw #4 are restricted in this capacity to borrow funding from the next draw of funds. Under the column of projects for Draw #4, different projects are identified in sets A thru G along with the total represented by each group. As a worst-case scenario, we recommend the Board consider the "postponing" of any or all groups of projects as needed to complete the projects that are prioritized.

The total amount represented in groups A thru G is \$26,918,716.00

The School Board will also control which group of projects will return into the prioritized status as funding becomes available. Additional funding sources can be Developer Fees, State Modernization Funds, etc.

A brief explanation of project groups A thru G.

- A. Existing group's portable classroom buildings at nine sites to be relocated on site with renovated foundations, ramps and roofing. This will prepare each portable building for durability over the next 20 to 30 years.
- B. Hillside M.S. – The relocation of the existing pickle ball courts and solar arrays to accommodate the extension and upgrade of the main parking lot. This will produce more parking stalls and area for student drop off and pick up.

**TITLE: INFORMATION REGARDING BOND PROJECT PRIORITIZATION  
PLAN A**

Business & Facilities  
Information #2

March 16, 2021  
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- C. Sinaloa M.S. – Reconfiguration of Building A and D. This project will relocate the main office out of Building A into Building D. This will allow the school be secured with fence and gates and force access from the parking lot into the school through the administration offices during school hours.
- D. Valley View M.S. - Reconfiguration of Building A and D. This project will relocate the main office out of Building A into Building D. This will allow the school be secured with fence and gates and force access from the parking lot into the school through the administration offices during school hours.
- E. Santa Susana High School – After the construction of the new Black Box Theater, if space becomes available in existing locations, the functions that currently exist in the portable buildings that face the main parking lot can be relocated into the newly emptied spaces. The project will provide for demolition of the existing buildings and site improvements including fence and gates for security.
- F. An allocation for Roofing projects as needed.
- G. An allocation for Heating, Ventilation and Air Conditioning projects as needed.

**Recommendation**

This item is provided for information only. A Bond Workshop will follow in the near future for the Board to have an opportunity for discussion and to give direction.

DRAFT

Draw 1 Projects - 2017 thru 2020

Atherwood & AHS	HVAC	\$	237,722.00
Justin ELA	HVAC	\$	178,013.41
Berylwood	HVAC	\$	485,792.79
Sycamore	HVAC	\$	773,000.00
Santa Susana ES	HVAC	\$	537,228.00
Garden Grove	Main Bldg Duct Work Repairs	\$	120,780.00
Santa Susana ES	Parking Lot Expansion	\$	1,396,070.00
Knolls	Classroom Renovation- Phased	\$	480,000.00
Township	Courtyard Improvements	\$	259,279.78
Atherwood	Curb Appeal- Fencing and Landscape	\$	478,206.00
Crestview	Curb Appeal- Fencing and Landscape	\$	594,000.00
Garden Grove	Curb Appeal- Fencing and Landscape	\$	674,400.00
Katherine	Curb Appeal- Fencing and Landscape	\$	765,400.00
White Oak	Curb Appeal- Fencing and Landscape	\$	599,400.00
Wood Ranch	Curb Appeal- Fencing and Landscape	\$	188,116.90
Garden Grove	*MPR Building	\$	1,800,000.00
Justin ELA	Shade Structure	\$	202,221.50
Simi Institute	New MPR	\$	1,382,106.11
Garden Grove	Relocate Portables to GGES From DO	\$	75,147.40
Garden Grove	Roofing- Main Building HVAC Wells	\$	45,000.00
Knolls and Vista	Roofing	\$	987,399.60
Elementary Schools	MPR Interiors- Audio Visual	\$	359,060.00
Various Schools	Marquee	\$	1,378,008.37
Various Schools	Asphalt repair and replacement	\$	1,290,359.10
Various Schools	Renovations, Painting, Furniture, Fence	\$	7,369,711.37

Hillside	Kiln Building	\$	252,359.90
Sinaloa	HVAC	\$	772,585.00
Sinaloa	Monument Sign	\$	113,360.00
Sinaloa	Gas Line Replacement @ Front Parking Lot	\$	175,000.00
Sinaloa	Shade Structure	\$	1,266,359.90
Valley View	Shade Structure	\$	739,236.91
Royal High	Girls Locker Room	\$	1,171,121.56
Royal High	Shade Structures	\$	1,929,200.00
Royal High	Entry Marquee	\$	150,000.00
Royal High	2 Portables to RSRPD Pool	\$	200,000.00
Royal High	MPR-PAC Modernization	\$	13,431,772.20
Santa Susana High	HVAC	\$	1,200,000.00
Santa Susana High	Bus Turn Around	\$	525,200.00
Santa Susana High	PAC Plaza Improvements	\$	746,200.00
Simi Valley High	New Stow Street Parking Lot	\$	1,803,925.50
Simi Valley High	Covered Main Entry	\$	620,100.00
Simi Valley High	Fence at Stadium and Stow	\$	200,000.00
Simi Valley High	Fence at South Wall	\$	97,887.00
Simi Valley High	*MPR-PAC Modernization	\$	11,193,000.00
Simi Valley High	HVAC	\$	1,500,000.00
Various Schools	Master Planning / Site Planning	\$	680,800.00
Technology	Phase - 1	\$	11,112,187.18

Bridge Funding (\$8,569,383.00)  
Total Draw 1 \$ 63,967,334.48

Prioritization Plan

Draw 2 Projects - 2020 thru 2022

Arroyo	Curb Appeal	\$	619,500
Berylwood	Curb Appeal	\$	1,167,600
Crestview	Classroom Renovations	\$	935,000
Katherine	Classroom Renovations	\$	955,000
Katherine	HVAC - Admin Bldg & Kindergarten Bldg	\$	120,000
Knolls	Curb Appeal	\$	239,400
Madera	Classroom Renovations	\$	980,000
Mountain View	Curb Appeal	\$	428,400
Monte Vista	Roofing - Bldg 3	\$	60,000
Santa Susana	Classroom Renovations	\$	960,000
Sycamore	Electrical Upgrade	\$	300,000
Vista	Classroom Renovations	\$	900,000
White Oak	Classroom Renovations	\$	865,000
Wood Ranch	Portables Reset	\$	720,000
Wood Ranchs	Restroom Modernization	\$	153,350

Hillside	Classroom Renovations	\$	1,430,000
Sinaloa	Classroom Renovations	\$	1,770,000
Sinaloa	Roofing - Gymnasium	\$	500,000
Valley View	Roofing - Gymnasium	\$	500,000
Valley View	Classroom Renovations	\$	1,200,000

Apollo	Classroom Renovations	\$	355,000
Royal HS	*Boys Locker Room Modernization	\$	520,000
Royal HS	MPR Phase 2 - Plaza Renovations	\$	1,500,000
Royal HS	New 12K S.F. Classroom Bldg	\$	7,995,000
Simi High	Classroom Renovations	\$	3,160,000
SSHS	*New CTE Building/Black Box Theater	\$	9,938,500

Various	Asphalt Projects	\$	15,000,000
	Employee Salaries	\$	4,920,000
Technology	Phase - 2	\$	16,425,000

Total Draw 2 \$ 74,616,750

Color Key	
	Complete
	In Design
	Under Construction
	Discussion to Postpone
*	Co-funded with Developer Fees or State Modernization Funds

Draw 3 Projects - 2021 thru 2023

Berylwood	Classroom Renovations	\$	950,000
Garden Grove	Classroom Renovations	\$	1,120,000
Hollow Hills	New Admin Bldg	\$	2,711,250
Park View	Classroom Renovations	\$	970,000
Park View	Curb Appeal	\$	784,557
Park View	New K Bldg -replace port	\$	350,000
White Oak	New Admin Bldg	\$	2,711,250

Royal HS	Quad Upgrades 1, 2, 3 Phased	\$	2,400,000
Royal HS	Baseball/softball Field Upgrades	\$	4,025,000
Royal HS	Practice Field - Turf & Lighting	\$	1,625,000
Royal HS	Classroom Renovations	\$	1,850,000
SSHS	Science Lab Modernizations	\$	900,000
Simi High	*Boys Locker Room	\$	520,000
Simi High	*Girls Locker Room	\$	520,000
Simi High	Baseball/Sofball Field Renovations	\$	4,370,000
Simi High	Practice Field - Turf & Lighting	\$	1,250,000
Simi High	Main Quad Renovations/Pathways	\$	2,500,000
Simi High	New Science Building	\$	15,942,420

	Employee Salaries	\$	1,640,000
Phase - 3	Technology	\$	13,175,000

Total Draw 3 \$ 60,314,477

Total Measure X	
Draw # 1	\$ 63,967,334
Draw # 2	\$ 74,616,750
Draw # 3	\$ 60,314,477
Draw # 4	\$ 68,407,456
Total	\$ 267,306,018

Draw 4 Projects

Big Springs	Classroom Renovations	\$	955,000
Hollow Hills	Classroom Renovations	\$	920,000
Justin	Curb Appeal	\$	812,700
Justin	Classroom Renovations	\$	640,000
Monte Vista	Classroom Renovations	\$	645,000
Monte Vista	Curb Appeal	\$	562,800
Sycamore	Curb Appeal	\$	746,760
Sycamore	Classroom Renovations	\$	960,000
Township	Classroom Renovations	\$	825,000
A Berylwood	Portables Reset	\$	550,000
Big Springs	Portables Reset	\$	880,000
Katherine	Portables Reset	\$	660,000
Township	Portables Reset	\$	800,000
Hollow Hills	Portables Reset	\$	770,000
Park View	Portables Reset	\$	440,000
White Oak	Portables Reset	\$	871,200
Madera	Portables Reset	\$	330,000
Santa Susana	Portables Reset	\$	800,000
		\$	6,101,200

Hillside	New Arts Bldg/Remove Port's	\$	3,506,970
B Hillside	Extend, Upgrade Parking Lot	\$	4,537,516
C Sinaloa	Bldg A Reconfiguration	\$	3,042,000
Sinaloa	Bldg D Reconfiguration	\$	1,927,250
VVMS	New Science Bldg - replace port's	\$	1,547,910

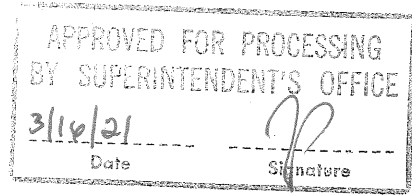
D VVMS	Bldg A Reconfiguration	\$	1,228,500
VVMS	Bldg D Reconfiguration	\$	1,862,250
		\$	3,090,750

Apollo	Curb Appeal	\$	220,500
Royal HS	Renovations Bldgs 5,6 & 7	\$	6,727,500
E SSHS	Site Improvements - Remove Port's	\$	750,000
SSHS	Bldg F & G Reconfiguration/Band Rm	\$	1,000,000
Simi High	CTE Programs Renovations	\$	2,693,600

F Various	Roofing	\$	6,420,000
G Various	HVAC	\$	1,050,000
	Employee Salaries	\$	1,640,000
Technology	Phase - 4	\$	17,085,000

Total Draw 4 \$ 68,407,456 \$ 26,918,716





**TITLE: RATIFICATION OF ADDITIONAL SERVICES NO. 2 TO AGREEMENT NO. R20-00589 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC.**

Business & Facilities  
Consent #4

March 16, 2021  
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, based on a construction budget of \$900,000. On February 18, 2020, the Board of Education authorized Additional Services No. 1 for the design of additional improvements, in the amount of \$79,411. The District has requested revisions to the design of the basketball office, so that it can become a Unisex Team Locker & storage room. Additional Services No. 2 is for the design, DSA submission and approval of the changes to the basketball office.

**Fiscal Analysis**

Additional Services Agreement No. 2 (Exhibit "A") is for a **total additional fixed-fee of \$14,980**. The total fixed fee for design services for the Royal High School boy's locker room modernization will be \$214,939.

These services will be funded by Measure X.

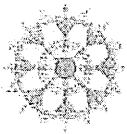
Additional information is available at the Bond Management Office.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 510 by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Additional Services No. 2 to Agreement No. R20-00589 with Amador Whittle Architects, Inc. for design of revisions to the basketball office at the Royal High School boy's locker room.

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



Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

### ADDITIONAL SERVICES AGREEMENT NO. 2

#### 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 associated with the District's request to revise the Basketball Office to a Unisex Team Locker & Storage Room at the Royal High School Boy's Locker Room Modernization Project, as described in the attached revised Proposal from Consultant dated February 12, 2021 (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 Fourteen-Thousand Nine-Hundred Eighty Dollars (\$14,980.00) as further described on the attached revised Proposal from Consultant (Attachment "1") dated February 12, 2021.

#### SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

*R. Todo*  
Ron Todo

Dated: \_\_\_\_\_

*2/18/2021*

Title: Associate Superintendent Business & Facilities

#### AMADOR WHITTLE ARCHITECTS, INC.

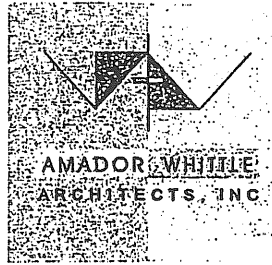
By: \_\_\_\_\_

*Jean Amador*  
Jean Amador, AIA

Dated: \_\_\_\_\_

*02-16-21*

Title: President



February 12, 2021 revised

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:

In response to February 4, 2021 email directing to provide proposal to revised DSA Approved construction documents in Construction starting February 8, 2021. The rooms shown as Basketball Office and Basketball Team lockers shall be reconfigured and revised to Storage and Team Lockers.

#### SCOPE OF WORK

Provide construction documents for submittal to DSA for CCD-01 permit process. Document revisions will include Structural Engineering, Mechanical, Plumbing, Electrical, Fire Alarm Engineering and Architecture revision of the following scope:

- Locker type and locations revised in new locker area.
- Storage area added.
- Walls relocated and revised to Gypsum Board over plywood backing on metal studs to underside of roof deck.
- Mechanical system, revised ductwork to new Team Locker and Storage Location. Rebalance air supply to remaining Locker room areas.
- Fire Alarm and Electrical revised as needed.
- Vestibule and door added to access exterior directly from new locker room out.
- Structural revisions required for new construction proposed for wall, exterior door, support and opening for new mechanical ductwork in gypsum board wall and locker location.

#### PROPOSAL

We propose a Fixed Fee Fourteen Thousand Nine Hundred and Eighty Dollars (\$ 14,980.00) broken down as follows:

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

**EXHIBIT "A"**

Amador Whittle Architects, Inc.  
February 11, 2021  
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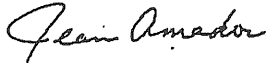
Principal (Architect)	20 hours	x	\$ 184	= \$ 3,680.
Designer	40	x	104	= 4,160.
AWA TOTAL				= 7,840.
Mechanical Plumbing & Electrical & Fire Alarm Engineering – J&S Engineering				= 3,900.
Structural Engineering – Orion Engineering				= 2,900.
5% mark up on consultant				= 340.
GRAND TOTAL				= \$ 14,980.

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.

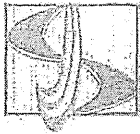
Sincerely,

**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](http://www.AWAarchitect.com)



February 11, 2021

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

Proposal # 21-111

Re: SIMI VALLEY SCHOOL DISTRICT  
ROYAL H.S. BOYS LOCKER ROOM  
Extra Service #2

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. SCOPE OF WORK:

Revise Basketball Office and Locker Room to classroom.

A. MECHANICAL

1. SHEET M1.02:
  - a. Revise duct work to new Team Locker and Storage.
  - b. Rebalance supply air return to main Locker Room.

B. ELECTRICAL

1. SHEET E1.03:
  - a. Revise lighting & circuiting for new Team Locker and Storage Rooms.
  - b. Revise panel schedule.
2. SHEET E1.04:
  - a. Revise lighting control for new Team Locker and Storage Rooms.
4. SHEET E2.01:
  - a. Revise Title 24 calculations.

C. FIRE ALARM

1. SHEET FA 1.02:
  - a. Revise F.A. floor plan
2. SHEET FA 3.01:
  - a. Revise riser diagram & calculations.



Orion Structural Group, Inc.  
223 East Thousand Oaks Blvd., Suite 304  
Thousand Oaks, CA 91360  
Phone: (805) 750-8136 Fax: (805) 494-0418

Add-Service Proposal for Structural Engineering Services

February 7, 2021

*Client:*

Jean Amador  
Amador Whittle Architect, Inc  
28328 Agoura Road, Suite 203  
Agoura Hills, CA. 91301

Re: Royal HS Boy's Locker Room Renovation  
Change Basketball Office and Locker to Classroom

Scope:

Structural engineering to revise layout of basketball office and locker to classroom. New partition walls and new exterior door opening are anticipated. The space may need its own mechanical unit with duct penetration. This change to this project in construction will be done as a CCD.

Additional Fee: \$2,900

All other terms and conditions are per the original agreement.

Orion Structural Group Inc.

A handwritten signature in dark ink, appearing to read "Will Lambert", is written over a horizontal line.

Will Lambert, SE  
California Structural Engineer License # 5430

I acknowledge having read this letter and the proposal contained therein and agrees to its terms and conditions. I hereby authorized you to commence on this project.

**Client Approval**

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

D. 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	\$ 1,000.00
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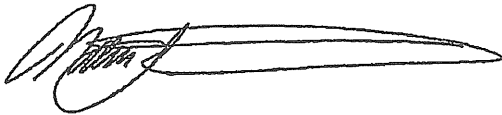
Electrical	\$ 2,100.00
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F.A.	\$ 800.00
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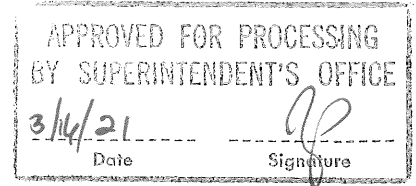
TOTAL	\$ 3,900.00
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We are pleased to have the opportunity to submit this proposal and remain available for any subsequent discussions.

Very truly yours.



Nam Jabbour



**TITLE: APPROVAL OF PURCHASE OF ADDITIONAL CLASSROOM FURNITURE FOR HILLSIDE MIDDLE SCHOOL**

Business & Facilities  
Consent #6

March 16, 2021  
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On October 6, 2020, through approval of Consent #14, the Board of Education authorized the purchase of new classroom furniture for Hillside Middle School. The October 6, 2020 approved expenditure is detailed below.

Total	\$490,626.49
Allowance 7.5%	\$36,796.99
<b>Total with 7.5% Allowance</b>	<b>\$527,423.48</b>

Staff is requesting additional funds above the original allowance due to the change in scope of the work that will be performed to the classrooms in the 400 and 500 building including more demo of cabinetry than originally planned which increased the number of storage units that needed to be purchased. There is also a planned shift in use of rooms - Room 507 and Room 401 will be switching roles. Room 507 will now become the art room and Room 401 will serve as the Functional Skills room.

The following is a list of the expected expenditure with each furniture vendor, and the associated Piggyback Agreement, allowing for purchase without advertising for bids. Prices include sales tax and shipping.

On a motion # 104 by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of additional classroom furniture for Hillside Middle School.

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



**TITLE:        APPROVAL OF PURCHASE OF ADDITIONAL CLASSROOM  
FURNITURE FOR HILLSIDE MIDDLE SCHOOL**

Business & Facilities  
Consent #6

March 16, 2021  
Page 2 of 2

<b>VENDOR NAME</b>	<b>EXPENDITURE</b>	<b>PIGGYBACK</b>
Virco	\$1,273.98	US Communities R-TC-18004
School Outfitters	\$3,063.52	TIPS 200805 (Multiple Vendor Award)
Hon/Bluespace	\$5,170.19	OMNIA R191804
School Specialty	\$1,807.36	OMNIA R191815
Culver Newlin	\$15,367.58	Torrance USD 10-04.09.19
Lakeshore Learning Materials	\$4,820.89	PACE P00173
Nextgen Furniture, Inc. (Ironwood Mobile Cabinets)	\$53,897.42	PEPPM Contract #529461
Nextgen Furniture, Inc. (Sandusky Lee Cabinets)	\$3,119.55	
Lowe's - Estimated	\$4,400.00	
TriMark	\$490.43	
<b>Total</b>	<b>\$93,410.92</b>	
Original Allowance 7.5%	\$36,796.99	
<b>Total Over Allowance</b>	<b>\$56,613.93</b>	

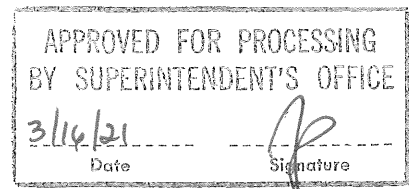
**Fiscal Analysis**

The expenditure for the furniture vendors detailed above will be funded with Measure X Bond funds.

The Board of Education adopted Resolution No. 01-20/21, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2020-2021 Fiscal Year, at the June 23, 2020 Board Meeting.

**Recommendation**

It is recommended that the Board of Education approve the purchase of additional classroom furniture for Hillside Middle School.



**TITLE: AUTHORIZATION TO AWARD REQUEST FOR PROPOSAL  
21B19RFPBXM354, PROCUREMENT OF COMPUTER NETWORK  
SERVERS, SAN, AND SWITCHES**

Business & Facilities  
Consent #7

March 16, 2021  
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

On January 19, 2021, the Board of Education Approved Action No. 2, Adoption of Resolution No. 21-20/21, Authorizing Procurement of Computer Network Servers, SAN, and Switches Under Public Contract Code Section 20118.2.

Four responses were received on February 19, 2021. A committee of four staff members evaluated responses based upon answers provided to questions surrounding five components of the project. With a maximum of 100 points, point value per component were distributed as shown below.

Project Component	Maximum Point Value (100)
Adherence to Technical Specifications	40
Service Level Agreement	20
Warranty	15
Professional Services	10
Pricing	15

**Respondents**

Dasher Technologies  
ISSquared  
MJP Technologies, Inc.  
Zion Distribution

With the top score of 98 out of 100 possible point, including the lowest price proposed of \$445,883.32 **Dasher Technologies was determined to be the respondent whose proposal is the most advantageous to the District.**

On a motion # 104, by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education authorized, by roll-call vote, award of Request for Proposal 21B19RFPBXM354, Procurement of Computer Network Servers, SAN, and Switches to Dasher Technologies.

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

**TITLE: AUTHORIZATION TO AWARD REQUEST FOR PROPOSAL  
21B19RFPBXM354, PROCUREMENT OF COMPUTER NETWORK  
SERVERS, SAN, AND SWITCHES**

Business & Facilities  
Consent #7

March 16, 2021  
Page 2 of 2

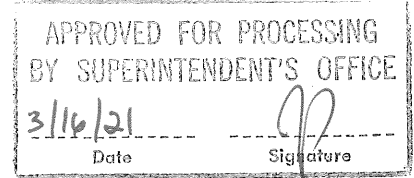
Additional information is available in the Purchasing Department.

**Fiscal Analysis**

The total amount of this project \$445,883.32 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Request for Proposal 21B19RFPBXM354, Procurement of Computer Network Servers, SAN, and Switches to Dasher Technologies.



**TITLE: APPROVAL OF AGREEMENT NO. A21.072 FOR ONGOING LANDSCAPE ARCHITECT SERVICES BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NUVIS LANDSCAPE ARCHITECTURE AND APPROVAL OF AGREEMENT NO. R21.02456 FOR SCHEMATIC DESIGN OF IMPROVEMENTS TO SPORTS FIELDS AT SIMI VALLEY HIGH SCHOOL AND ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #8

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On March 21, 2017 the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. Landscape architect services are needed for preparation of the schematic design for improvements at the sports fields at Simi Valley High School and Royal High School. The firm of Nuvis Landscape Architecture is on the approved list and can provide these services. The attached agreements with Nuvis Landscape Architecture for ongoing landscape architect services and for the schematic design of improvements to the sports fields at Simi Valley High School and at Royal High School are presented to the Board of Education for approval.

**Fiscal Analysis**

Ongoing Architectural Services Agreement No. A21.072 (Exhibit "A") is a no-cost master services agreement establishing the terms and conditions applicable to each project assignment. Agreement No. R21.02456 (Exhibit "B") is for a **total fixed fee of \$152,260.00** for the schematic design of improvements to the sports fields at Simi Valley HS and Royal HS. These services will be funded with Measure X funds. Additional information is available at the Bond Management Office.

**Recommendation**

It is recommended that the Board of Education approve Ongoing Landscape Architect Services Agreement No. A21.072 and Agreement No R21.02456 with Nuvis Landscape Architecture.

On a motion # 104 by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Ongoing Landscape Architect Services Agreement No. A21.072 and Agreement No. R21.02456 for the schematic design of improvements to sports fields at Simi Valley High School and Royal High School with Nuvis Landscape Architecture.

Ayes: inBelle  
Smollen Noes: 0 Absent: 0 Abstained: 0  
Bagdasaryan  
Blough  
Tobran

**TITLE: APPROVAL OF AGREEMENT NO. A21.072 FOR ONGOING LANDSCAPE ARCHITECT SERVICES BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NUVIS LANDSCAPE ARCHITECTURE AND APPROVAL OF AGREEMENT NO. R21.02456 FOR SCHEMATIC DESIGN OF IMPROVEMENTS TO SPORTS FIELDS AT SIMI VALLEY HIGH SCHOOL AND ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #8

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

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**Recommendation**

It is recommended that the Board of Education approve Ongoing Landscape Architect Services Agreement No. A21.072 and Agreement No R21.02456 with Nuvis Landscape Architecture.

On a motion #\_\_\_\_\_ by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_ and carried by a vote of \_\_\_\_\_, the Board of Education approved, by roll-call-vote, Ongoing Landscape Architect Services Agreement No. A21.072 and Agreement No. R21.02456 for the schematic design of improvements to sports fields at Simi Valley High School and Royal High School with Nuvis Landscape Architecture.

Ayes:\_\_\_\_\_Noes:\_\_\_\_\_Absent:\_\_\_\_\_Abstained:\_\_\_\_\_

## AGREEMENT A21.072 FOR ON-GOING LANDSCAPE ARCHITECT SERVICES

This Agreement for On-Going Landscape Architect Services ("Agreement") is entered into March 17, 2021 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT**, a California school district ("District") and **Nuvis Landscape Architecture** Landscape Architect ("Architect"); the District and the Architect are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

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

**WHEREAS**, in or about January 25, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from Landscape Architect services firms to provide Landscape Architect services on an on-going basis.

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

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

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

**WHEREAS**, as required by the Laws and/or the nature of services provided, personnel of the Architect and personnel of the Architect's Design Consultants are duly licensed as architects or registered as engineers under the laws of the State of California; all such personnel are qualified, experienced and capable of completing the Basic Services tasks assigned them for an Assigned Project.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the District and Architect agree as follows:

### 1. Basic Services.

1.1. General. Architect shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the Architect and/or the Architect's Design Consultants. Architect's services shall be performed or provided consistent with the Basic Services Completion Schedule set forth in the PAA for an Assigned Project and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the design, bidding and construction of the Assigned Project. The scope of Basic Services to be provided by the Architect in connection with an Assigned Project shall be in accordance with the PAA issued by the District for an Assigned Project; the form of PAA is attached hereto as Exhibit A and incorporated herein by this reference.

1.2. Relationship of Architect to Other Assigned Project Participants. The Architect's services hereunder shall be provided in conjunction with contracts between the District and other Assigned Project participants including the Contractor, the Project Inspector, the Construction Manager, if one is retained by the District for an Assigned Project. The Architect's services and the Design Documents prepared by or through the Architect for an Assigned Project shall conform to processes, procedures and standards established by the District and/or processes, procedures and standards established by DSA for an Assigned Project. The Contractor awarded the Construction Contract for

an Assigned Project is responsible for performance of its obligations under the Construction Contract. Architect's services hereunder shall not be deemed or construed to be Architect's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety during construction of the Project, all of which are and remain the responsibility of the Contractor.

1.3. Architect Independent Contractor Status. The Architect is an independent contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its independent contractor capacity. The Architect shall be liable for the consequences of Architect's actions or conduct which exceeds the express limited scope of Architect's authority to act on behalf of the District as set forth herein.

1.4. Architect Standard of Care. Architect and its Design Consultants shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using their best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement and the PAA for an Assigned Project; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Architect, its Design Consultants nor their respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Architect's obligations to the District under this Agreement.

1.5. Architect Representation. The Architect shall designate a Project Architect and/or Job Captain for all Phases of Basic Services for an Assigned Project. Unless approved by the District for an Assigned Project, the Project Architect or Job Captain designated by the Architect for an Assigned Project shall be the same for all Phases of Basic Services for the Assigned Project. The Architect's Project Architect and/or Job Captain shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Architect's obligations hereunder; and (iv) be authorized to act on behalf of the Architect in discharge of Architect's services hereunder. If the Project Architect or Job Captain designated by the Architect for an Assigned Project is replaced, the District shall have the right to approve of the replacement Project Architect or Job Captain for the Assigned Project. During the Construction Phase of an Assigned Project, the Project Architect and/or Job Captain shall be readily available to communicate by telephone, correspondence, necessary Site visits, e-mail or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to construction of the Assigned Project.

1.6. Design Consultants. Basic Services are generally described in the Agreement and includes all Landscape Architect, design and engineering services for the structural, civil, mechanical, electrical, signage, graphics, telecommunications/data cabling and landscaping portions of an Assigned Project as necessary or appropriate to produce accurate Construction Documents for an Assigned Project. The specific Landscape Architect, design, engineering and other services forming the Basic Services for an Assigned Project shall be as set forth in the Project Assignment Amendment (PAA) for the Assigned Project; the extent to which the Basic Services for an Assigned Project are completed in whole or in part with the Architect's own personnel or with the personnel of the Architect's Design Consultants shall be at the discretion of the Architect, provided that the personnel (whether of the Architect or its Design Consultants) providing or performing any portion of the Basic Services for an Assigned Project are qualified, skilled and experienced in providing the Basic Services assigned to such personnel.

1.7. Compliance with Regulatory Agencies. The Architect shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Assigned Project, including

without limitation, the State Allocation Board, California Department of Finance, California Department of Education, Division of State Architect (DSA) and the California Public Works Board.

1.8. Meetings. The Architect and its Design Consultants, as necessary, appropriate or requested by the District, shall attend and participate in meetings, forums and other conferences ("Meetings") relating to the design, bidding or construction of an Assigned Project. Without limiting the generality of the foregoing, the Architect and Design Consultants shall attend and participate in Meetings with the Construction Manager if one is retained by the District, District, end-user groups, shared governance councils/committees, Board of Education and organized public forums relating to an Assigned Project. The Architect and its Design Consultants shall promptly respond to matters assigned to or designated for response, review or other action by the Architect or its Design Consultants. If requested by the District, the Architect shall prepare and distribute minutes of Meetings relating to an Assigned Project.

1.9. Existing Utilities. The Architect is responsible for determining: (i) as applicable, required or appropriate for an Assigned Project, the existence and location of points of connection for telecommunications/data, electrical power, natural gas and domestic water supply utility services, including field review to ascertain the locations and conditions of existing utilities at each school site associated with the Assigned Project; (ii) development of Design Documents for modification/addition/relocation/upgrading existing utility systems and service points of connection to serve the Assigned Project; (iii) development of Design Documents for an Assigned Project with sufficient utility service capacity to serve the Assigned Project and the intended uses/occupancy of the Assigned Project.

1.10. Phased Construction/Construction By Multiple Trade Contractors. Whether or not reflected in the PAA issued by the District for any Assigned Project, the District reserves the right to complete construction of an Assigned Project in phases and/or by multiple Trade Contractors, each under separate contract with the District for constructing a portion of an Assigned Project. The election of the District to phase construction of an Assigned Project or to construct an Assigned Project with multiple Trade Contractors shall not result in increase of the Contract Price to the Architect for an Assigned Project.

1.11. Existing Conditions Investigation. The Architect and its Design Consultants for an Assigned Project shall inspect each Site of an Assigned Project to ascertain existing conditions, facilities or other improvements on or about each Site of an Assigned Project as necessary to produce complete and accurate Design Documents for the Assigned Project. If the Assigned Project involves any existing improvements, the Architect shall review any materials provided to the Architect by or through the District relating to the as-built and existing condition of the improvements on or about each Site. The Architect shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Architect and the materials provided by or through the District, and shall also inform the District of any recommended improvements needed at each site based on the Architect's and its Design Consultants investigation of existing conditions.

1.12. Obligation to Design Within Construction Budget. A material obligation of the Architect under this Agreement and in connection with each Assigned Project hereunder is the Architect's development and preparation of Design Documents for each Assigned Project that can be constructed (under the then current marketplace conditions) within the Construction Budget established by the District for the Assigned Project. Design Documents for an Assigned Project shall include features, elements, components or other items which may be added to or deleted from the scope of the Assigned Project without impairing the size, intended uses, functions or occupancy of the Assigned Project ("Design Alternatives"). The election to incorporate any Design Alternatives into an Assigned Project shall be solely that of the District. Basic Services of the Architect include incorporation of District selected Design Alternatives into the Design Documents for an Assigned Project.



1.13. Conformity to District Standards. Design Documents prepared by or through the Architect for an Assigned Project shall conform to District standards for materials, equipment and/or workmanship. Upon commencement of work on an Assigned Project, Architect shall request from the District, the then current list of "District Standards", and shall incorporate the "District Standards" into applicable provisions within the Design Documents. The District may from time to time update the "District Standards" at which time the Architect shall incorporate any updates to the "District Standards" into the Design Documents. Modifications of the Design Documents for an Assigned Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price for the Assigned Project.

1.14. Compliance with Regulatory Agencies. The Architect shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of an Assigned Project ("Regulatory Agencies"). All of the Architect's verbal communications with Regulatory Agencies shall be reduced to writing. The Architect shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to an Assigned Project or generated by the Architect or a Design Consultant to any Regulatory Agency relating to an Assigned Project. The Architect shall be responsible and liable to the District for all consequences of the Architect's failure or refusal to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies, including but not limited to DSA, relating to an Assigned Project.

1.15. Assigned Projects. The Architect acknowledges that the District has the sole discretion to retain others to provide Landscape Architect and related design professional services for any District work of improvement. Unless the District issues the Architect a PAA for an Assigned Project pursuant to the terms hereof, the Architect is not obligated to provide any services hereunder and there is no compensation due from the District to the Architect.

## **2. Basic Services; Pre-Design (Programming) Phase.**

2.1. General. The Architect shall review the Construction Budget and other information provided by the District regarding an Assigned Project to ascertain the requirements and constraints of the Assigned Project. The Architect and its Design Consultants shall visit the Site to become familiar with physical conditions at the Site as they relate to design and construction of the Assigned Project.

2.2. Site Observations. The Architect and its Design Consultants shall visit the Site(s) of an Assigned Project to become familiar with physical conditions and existing improvements at the Site(s) as they relate to design of Assigned Project. Unless specifically indicated in this Agreement, the Site observations of the Architect and its Design Consultants do not include observations of concealed conditions. The foregoing notwithstanding, by conducting Site observations, the Architect is responsible for noting and incorporating patently observable existing Site conditions into the Assigned Project Design Documents. If the Assigned Project involves any existing improvements, the Architect shall review and verify the accuracy of any materials provided to the Architect by or through the District relating to the as-built and existing condition of the improvements on or about the Site(s). The Architect shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Architect and the materials provided by or through the District; failure of the Architect to do so shall result in the Architect's assumption of responsibility for correcting discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents for the Project without adjustment of the Contract Price are the Architect for an Assigned Project.

2.3. Assigned Project Program Statement. In consultation with the District and the Construction Manager, if any, understandings shall be arrived at with respect to the scope, requirements and constraints of the Assigned Project. Architect shall provide the District with a

written evaluation ("the Program Statement") of the District's requirements and constraints, including the selection of materials, building systems, equipment, the Construction Budget for the Assigned Project and alternative approaches to design and construction of the Assigned Project. The Architect shall modify the Program Statement as necessary for the District's acceptance of the entirety of the Program Statement. The Architect's development and preparation of the Design Documents for an Assigned Project shall conform to the District accepted Program Statement for the Assigned Project.

### 3. Basic Services; Preliminary Plans Phase.

3.1. Initial Preliminary Plans. Based upon the District accepted Program Statement for the Assigned Project, the Architect shall prepare Initial Preliminary Plans consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Preliminary Plans shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; (v) perspective sketches; (vi) reports describing Architects and Architects Consultants initial evaluation of the site(s); and (vii) other documents requested by the District relating to the preliminary design of an Assigned Project. Upon completion of the Initial Preliminary Plans, or at such other intervals during Architect's development of Initial Preliminary Plans as established in the PAA for an Assigned Project, Architect shall submit the same to the District and the Construction Manager for information, review and comments.

3.2. Final Preliminary Plans. The District, the Construction Manager if one is retained by the District, and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the comments of the District and the Construction Manager to the Initial Preliminary Plans are to be incorporated into the Final Preliminary Plans. The Architect shall prepare Final Preliminary Plans which consist of the Initial Preliminary Plans revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Preliminary Plans, Architect shall submit the same to the District for review and acceptance. Architects submission of Final Preliminary Plans shall be in both electronic and printed formats.

3.3. Design Documents. As required for an Assigned Project, Design Documents completed by the Architect in the Preliminary Plans phase for an Assigned Project shall include without limitation the following:

3.3.1. Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

3.3.2. Landscape Architect Design/Documentation. Development and expansion of the Project requirements to establish the scope, relationships, forms, sizes and appearance of the Project through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.

3.3.3. Structural Design/Documentation. Development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.

3.3.4. Mechanical Design/Documentation. Develop mechanical design to establish: (i) approximate equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment; (iv) required chases and clearances; (v) acoustical and vibration control; (vi) visual impacts; and (vii) energy conservation measures.

3.3.5. Electrical Design/Documentation. Develop electrical design to establish: (i) criteria for lighting, electrical, audio/visual and telecommunications (voice/data); (ii) approximate equipment sizes and capacities; (iii) equipment layouts; (iv) required space for equipment; (v) required chases and clearances; (vi) visual impacts; and (vii) energy conservation measures.

3.3.6. Plumbing and Fire Protection. Develop plumbing design to establish: (i) general location of plumbing lines; (ii) plumbing line sizing; and (iii) plumbing fixtures. Develop fire protection design showing generally sprinkler piping layout, fire department access areas and connections, and main utility connection.

3.3.7. Civil and Landscape Design/Documentation. Develop civil and landscape design to establish civil engineering and landscaping work within the perimeter of the area of the Assigned Project Site. The foregoing includes: vehicular/pedestrian controls, grading, site lighting and other hardscape/landscape items within the area of the Assigned Project.

3.3.8. Interior Design/Documentation. Develop interior design of the Assigned Project to establish: (i) interior construction of the Project; (ii) special interior design features; (iii) furniture, furnishings and equipment selections; and (vi) finish materials and colors.

3.3.9. Constructability; Value Engineering Reviews of Preliminary Plans. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Preliminary Plans for an Assigned Project as set forth in the PAA for the Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews or Value Engineering Reviews of the Preliminary Plans, the Architect shall submit Preliminary Plans to the District for such Constructability Reviews and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District and the Construction Manager and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Preliminary Plans. If mutual agreement is not reached, the Architect shall incorporate such Constructability Review and/or Value Engineering Review comments as directed by the District. The Preliminary Plans shall incorporate mutually agreed upon comments or comments as directed by the District. Architect shall revise Preliminary Plans as necessary to obtain the District's reasonable acceptance thereof.

3.3.10. Preliminary Plans Construction Cost Estimate. If required by the PAA for an Assigned Project, the Architect shall prepare and deliver to the District a Construction Cost Estimate of the Preliminary Plans for the Assigned Project as depicted in the Final Preliminary Plans. If the Construction Cost Estimate of the Preliminary Plans materially exceeds the District's Construction Budget for the Assigned Project, the Architect shall consult with the District and the Construction Manager to identify revisions to the Preliminary Plans as necessary so that the Construction Cost Estimate for the Work depicted in the Final Preliminary Plans is consistent with the Construction Budget for the Assigned Project. Revisions of the Preliminary Plans to conform with the Construction Budget shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications to, or inclusions in, the scope of the Assigned Project or component parts thereof which cause the Project Construction Budget to be exceeded.

#### **4. Basic Services; Working Drawings Phase.**

4.1. Working Drawings. Based upon the District accepted Final Preliminary Plans, the Architect shall prepare Working Drawings consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Assigned Project with sufficient clarity, coordination and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget. Working Drawings shall include without limitation: (i) details establishing and defining the scope, relationships, forms, size and appearance of the Assigned Project and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Assigned Project; (ii) typical construction details; (iii) equipment specifications and layouts; (iv) dimensions as necessary to accurately depict design of the Assigned Project or as consistent with professional Landscape Architect practices; and (v) complete and detailed written Specifications establishing and defining workmanship standards,

materials/equipment standards or performance requirements, administration of the Construction Contract for the Assigned Project and similar matters.

4.2. Working Drawings. Unless otherwise set forth in the PAA for an Assigned Project, the Working Drawings shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams of all architectural, landscaping, civil, structural, mechanical, plumbing, electrical (including low voltage and telecommunications) and other miscellaneous work. Without limiting the generality of the foregoing component parts of the Working Drawings shall include:

4.2.1. Demolition. Complete and detailed descriptions of the existing facilities and improvements to be demolished, to remain in place or to be re-located, including specific direction for the removal, disposal, recycling or other handling of materials or equipment of the existing facilities and improvements to be demolished.

4.2.2. Landscape Architect. Site investigations and identification of existing utilities & potential conflicts with proposed improvements. Coordination with city agencies having jurisdiction over parkways, & traffic. Coordination with and obtaining approval of plans from the Division of the State Architect (DSA). Development / identification of traffic mitigation plans to accommodate the work of landscape improvement projects. Arborist and planting recommendations. Water conservation recommendations. Develop and present to district representatives and the Board of Education if necessary, conceptual plans, sketches and information pertaining to proposed improvements, detailed plans, and other information. Fully develop site and area improvement plans & specifications, which may also include lighting, hardscape, ADA compliance improvements, pavement, seating, low walls, landscaping, planting materials and installation details, landscape irrigation pipe sizing, runs and controls. Utilize sub-consultants where required in the various engineering fields for proper design of improvements which may include structural, electrical, mechanical, or other features requiring such expertise, and obtain DSA approval of the plans & specifications containing such improvements. Coordinate and cooperate with consultants of the District, such as CEQA environmental compliance consultants.

**Note: One or more of the following sub-consultants may be needed by the Landscape Architect, depending on the complexity and scope of the Assigned Project:**

4.2.3. Architectural. Dimensioned floor plans, partition details, interior elevations, finish schedules, door and hardware schedules and room signage. Additional details necessary for ADA compliance.

4.2.4. Structural. Foundation details, structural notes and structural calculations. Retaining walls, lighting standards, and other improvements.

4.2.5. Mechanical. Irrigation systems design. Other mechanical systems as may be necessary.

4.2.6. Electrical. Details of power service to the improvements of the Assigned Project, such as outdoor lighting systems, irrigation controllers, timers, signs, which require power plans showing primary cable, conduits, circuitry design and connections to power panels.

4.2.7. Civil. Grading, drainage, retention systems, and retaining wall details. The District is obtaining and providing topographic surveys.

4.2.8. Arborist. Reports pertaining to tree removals and replacements.

4.3. Review of Working Drawings & Specifications. At intervals established in the PAA for an Assigned Project or as mutually agreed upon by the District and Architect, the Architect shall provide to the District and/or the Construction Manager, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Architect's preparation of Working Drawings, in electronic and printed formats. The Working Drawings Phase Specifications

shall be complete and incorporate all requirements for workmanship, materials, equipment and other requirements for the Assigned Project.

4.4. Constructability and Value Engineering Reviews of Working Drawings. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Working Drawings for an Assigned Project as set forth in the PAA for an Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews and/or Value Engineering Reviews, the Architect shall submit Working Drawings to the District for such Constructability and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District, the Construction Manager and the Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Working Drawings. If mutual agreement is not reached, the Architect shall incorporate such Constructability Review and/or Value Engineering Review comments into the Working Drawings as directed by the District. The Architect shall submit revised Working Drawings to the District for acceptance. The Architect shall revise Working Drawings as necessary to obtain the District's reasonable acceptance thereof.

4.5. Detailed Construction Cost Estimate. At such time as the Architect achieves fifty percent (50%) completion of the Working Drawings, the Architect shall prepare a detailed Construction Cost Estimate for the Work depicted in the fifty percent (50%) completed Working Drawings ("the 50% Estimate"). If the detailed 50% Estimate materially exceeds the Construction Budget for the Assigned Project, the Architect shall revise the Working Drawings as necessary so that the 50% Estimate conforms with the Construction Budget for the Assigned Project. Revisions of the Working Drawings shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.

4.6. Approvals/Permitting of Working Drawings. The Architect shall assist the District in obtaining all necessary approvals or permits for the Working Drawings for an Assigned Project from governmental and quasi-governmental agencies with jurisdiction over any portion of an Assigned Project as necessary for the bidding and construction of the Assigned Project including without limitation, approvals by the Division of State Architect ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Architect shall revise Working Drawings, and any other drawings, specifications, forms, or information as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over the Assigned Project, or portions thereof, to obtain their respective approval(s) or permit issuance.

4.7. Architect Provision of Working Drawings. The Architect shall provide the District with one (1) clear background, reproducible copy of the Drawings included in the final District accepted Working Drawings for bidding and construction purposes of each Assigned Project. Reproduction of these sets of Design Documents for an Assigned Project is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Architect or its Design Consultants, in which case, the Architect shall bear all costs of preparing revisions or corrections and reproduction of Working Drawings.

## **5. Basic Services; Bidding Phase.**

5.1. Development of Bid Documents. In consultation with the District and the Construction Manager, if one is retained by the District, the Architect will advise and make recommendations to the District for bidding and award of the Construction Contract for an Assigned Project. Architect will generally review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District and the Construction Manager in preparation of

information, documents and forms necessary or appropriate for bidding the Construction Contract for an Assigned Project ("Bid Documents").

5.2. Bidding Process. During the bidding for Construction Contract, Architect will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to the Assigned Project; and (iii) where necessary or appropriate, the Architect will prepare and assist the District in issuance of addenda to the Bid Documents for an Assigned Project. The Architect shall obtain DSA review and approval of revisions issued by Addenda, wherever applicable. As requested by the District, the Architect will assist the District in obtaining required governmental approval(s) for award of the Construction Contract.

5.3. Bid Costs Exceeding Project Construction Budget. If within one hundred fifty (150) days of the date of the DSA construction permit for an Assigned Project, or upon the District bidding out a non-DSA project, the District receives Bid Proposals for the Assigned Project Construction Contract and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (i) approve of an increase in the Construction Budget for the Assigned Project; (ii) reject all Bid Proposals and authorize re-bidding of the Assigned Project; (iii) abandon or terminate the Assigned Project; or (iv) revise the scope, or reduce or eliminate portions of the Assigned Project so as to limit and reduce Construction Costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Assigned Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Assigned Project pursuant to (iv) above, the Architect shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price for the Assigned Project. The Architect shall also obtain DSA review and approval of the revisions, whenever applicable. If the District re-bids the Assigned Project, for such subsequent re-bid(s), the Architect and its Design Consultants shall perform the obligations set forth in Paragraphs 5.1 and 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price due the Architect for the Assigned Project.

5.4. Pre-Construction. The Architect shall complete the following as necessary for an Assigned Project:

5.4.1. Conformed Design Documents. Prepare Conformed Design Documents consisting of the Design Documents initially issued by or on behalf of the District for bidding as modified by Addenda or other changes thereto made during the Bidding Phase. The Architect shall complete preparation of the Conformed Design Documents so that the Conformed Design Documents are delivered to the District sufficiently in advance of the anticipated/planned commencement date of the Construction Phase of the Assigned Project to allow the District to reproduce Conformed Design Documents for distribution to the Contractor at or prior to commencement of the Construction Phase of an Assigned Project.

5.4.2. Project Inspector; Materials Tests/Inspections. As requested by the District, the Architect shall assist in the District's selection and retention of a Project Inspector and/or materials test/inspection services for the Assigned Project. The Architect shall fully cooperate with the District in completion and submission of required forms to the state for obtaining DSA approval of the proposed Project Inspector and Testing Laboratory for each Assigned Project.

5.4.3. DSA PR 13-01. The Architect shall complete pre-construction activities and forms required by DSA PR 13-01 for the Design Professional in Charge.

5.4.4. Contractor Meetings. Attend and participate in pre-construction meetings with the District, Construction Manager and Contractor.

## 6. Basic Services; Construction Phase.

6.1. Administration of Construction Contract. Architect will provide assistance to the District in administration of the Construction Contract for the Assigned Project and construction of the Assigned

Project. The scope of the Architect's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein and in the Construction Contract. The Architect's administration of the Construction Contract for an Assigned Project shall be in conjunction with the services and responsibilities of the Project Inspector, Construction Manager if one is retained by the District. The Architect shall be a representative of the District and shall advise and consult with the District regarding construction of an Assigned Project until Final Payment under the Construction Contract for the Assigned Project is due and Final Completion of construction of an Assigned Project is certified by the Architect, DSA and other Project participants including the Construction Manager and the Project Inspector for the Assigned Project. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Architect's authority shall not be restricted, modified or extended without written agreement of the District and the Architect along with consent by the Contractor and/or Construction Manager for the Assigned Project as necessary or appropriate. Architect shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District and DSA with respect to design, state oversight, and construction of the Assigned Project.

6.2. Site Observations. The Architect shall attend weekly meetings at the Site(s) and other meetings relating to the Assigned Project and shall visit the Assigned Project Site(s) at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site(s), or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of completed construction and to generally determine if construction of the Assigned Project is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an architect, the Architect shall: (i) keep the District informed of the progress and quality of the construction of the Assigned Project; and (ii) endeavor to guard the District against defects and deficiencies in the Assigned Project construction and the failure or refusal of the Contractor to construct the Assigned Project in accordance with the terms and intent of the Construction Contract and the Construction Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, if in the course of its Site observations, the Architect fails to discover or report to the District any patently observable major defect or deficiency in construction of the Assigned Project which by exercise of due care should have been observed by the Architect and reported to the District, the Architect will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District. The foregoing shall not be deemed to obligate the Architect to observe or inspect concealed conditions, unless the nature of the visually apparent conditions are such that a prudent Architect would conduct observations or inspections of related concealed conditions to confirm that there are no major defects or deficiencies in the concealed conditions. The provisions hereof shall not be construed as requiring the Architect to make exhaustive or continuous Site observations to check on the quality or quantity of the Assigned Project construction. The Architect shall have access to the Assigned Project wherever in preparation, fabrication or progress.

6.3. Contractor Applications for Payment.

6.3.1. Development of Payment Procedures. In consultation with the District and Construction Manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor for each Assigned Project.

6.3.2. Certification of Payment Due. Based on the Architect's observations and evaluations and in conjunction with the observations and evaluations of the District, Construction Manager and the Project Inspector, the Architect shall certify the amount due the Contractor on each Application



for Progress Payment. Such certification shall be the Architect's representation to the District that based upon the Architect's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Architect's representation to the District that the Contractor is entitled to the amount certified.

6.3.3. Limitations Upon Architect's Certification. The Architect's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be deemed a representation that the Architect has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Architect hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

6.3.4. Final Payment. In conjunction with the District, Construction Manager and the Project Inspector, the Architect shall review, evaluate and certify for payment the Contractor's Application for Final Payment.

6.3.5. Timely Action by Architect. Upon receipt of any of the Contractor's Applications for Progress Payment and the Application for Final Payment, the Architect shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorneys' fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Architect fails to take timely action pursuant to the preceding, the Architect shall be liable to the District for all costs, demands, liabilities or losses arising out of or related to such failure to timely take action.

#### 6.4. DSA.

6.4.1. Project Inspector. The Architect shall provide initial approval of, consult with and cooperate with the Project Inspector. The Architect shall make available to the Project Inspector, any information the Architect may have pertaining to the Assigned Project to accommodate the Project Inspector's duties to observe construction of the Assigned Project. Where the Project Inspector notes defective or deficient construction, the Architect shall: (i) assist in development of solutions to such conditions; (ii) assist the Project Inspector in oversight of corrective measures; and (iii) prepare and submit to DSA for review and approval, appropriate design details and information..

6.4.2. Materials Tests/Inspections. The Architect shall assist in scheduling and coordination of materials tests/inspections and observe such tests/inspections as required or appropriate. The Architect shall review materials test/inspection reports, data and similar materials ("Test Reports") for confirmation of compliance with requirement of the Construction Contract; the Architect shall advise the District, Construction Manager and Project Inspector of necessary remedial or corrective measures if Test Reports do not comply with Construction Contract requirements.

6.4.3. Reports; Communications. The Architect shall expeditiously file DSA Reports as required by DSA and other reports as required by applicable law and regulations. The Architect shall communicate with DSA regarding the Project on behalf of the District; the Architect shall keep the District informed of Architect/DSA communications relating to the Assigned Project.



## 6.5. Submittals.

6.5.1. Submittal Procedures. In consultation with the District and the Construction Manager, the Architect shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor's Submittals required for an Assigned Project.

6.5.2. Submittal Review. The Architect shall review, and take appropriate action upon Submittals for the purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Architect's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Architect's professional judgment to permit adequate review. If a Submittal Schedule or time frames for completion of the Architect's review and evaluation of Submittals are developed and established pursuant to the Construction Contract with the participation and concurrence of the Architect, Architect's actions hereunder shall conform with such Submittal Schedule or time frames; Architect shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance with such Submittal Schedule. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.

6.5.3. Limitations Upon Submittal Review. The Architect's review of Submittals is not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor in accordance with the Construction Contract. The Architect's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Architect, construction means, methods, sequences or procedures.

## 6.6. Changes.

6.6.1. Changes Procedures and Processing. In consultation with the District and the Construction Manager, the Architect shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of an Assigned Project.

6.6.2. Evaluation of Changes; Change Orders. The Architect shall assist the District and the Construction Manager in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Architect shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.

6.6.3. Authority to Direct Minor Changes. The Architect may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Architect and copied to the District and the Construction Manager for an Assigned Project.

6.7. Collaboration Tools. The Architect shall utilize on-line collaboration software, if the District elects to utilize such software or on-online programs, at the District's sole discretion, for any Assigned Project. The District may elect to utilize e-Builder, Constructware, SchoolDude, or other similar collaborative products, for the Assigned Project. The District may also elect not to utilize any such software.

## 6.8. Interpretations.

6.8.1. Procedures for Handling Contractor's Requests. In conjunction with the District and the Construction Manager, the Architect shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents.

6.8.2. Architect's Interpretation. The Architect shall interpret and decide matters concerning the performance of the District, Construction Manager or the Contractor on written request of the District, Construction Manager or the Contractor. The Architect shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Architect's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

6.8.3. Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the Architect's discharge of due care. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

6.8.4. Contractor Claims. The Architect shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under or relating to the Construction Contract, including the execution or progress of Work thereunder. The Architect's decisions shall be in accordance with any applicable time limits set forth in the Construction Contract; if no time limits are set forth, the Architect shall render decisions within a reasonable time.

6.9. Records and Reports. The Architect shall maintain current, accurate and complete records relating to the construction of the Assigned Project, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests, Meeting Minutes and similar records for an Assigned Project. The Architect shall timely prepare and submit all reports regarding the Assigned Project construction required by applicable law, rule or regulation.

6.10. Limitations Upon Architect's Construction Phase Services. Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

## 7. **Basic Services; Post Construction Phase.**

7.1. Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Project Inspector and the Construction Manager, the Architect shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Architect shall determine and certify the date of Substantial Completion of the Assigned Project, or portions thereof.

7.2. Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Inspector, the Construction Manager and the Contractor, the Architect shall note the discovered conditions of the Work requiring correction, replacement, removal or other action

necessary to comply and conform with the requirements of the Construction Contract ("the Punchlist"). The Architect shall, in conjunction with the District, the Project Inspector, the Construction Manager, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached establishing the time for the Contractor's completion of the Punchlist, the Architect shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist. The Architect shall thereafter periodically review the Contractor's performance and completion of the Punchlist.

7.3. Final Completion. In conjunction with the District and upon request of the Contractor, the Architect shall inspect the Work of an Assigned Project to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punchlist prepared at Substantial Completion. The Architect shall determine and certify the date of Final Completion of an Assigned Project or portions thereof.

7.4. Close-Out Documents.

7.4.1. Assembly/Transmittal of Close-Out Documents. If the District does not retain a Construction Manager for an Assigned Project, the Architect for such an Assigned Project shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-Built Drawings, Operations and Maintenance manuals, key schedules and warranties. If the District retains a Construction Manager for an Assigned Project, the Architect shall review the close-out materials assembled by the Contractor and delivered to the Construction Manager for conformity to the Close-Out requirements for an Assigned Project. If the Contractor fails to fully comply with its close-out obligations, the Architect shall make recommendations to the District and Construction Manager for implementation of measures to secure the Contractor's compliance; as requested by the District, the Architect shall take action to enforce or implement measures to secure the Contractor's compliance with close-out obligations.

7.4.2. DSA Certification. The Architect shall assist the District in preparation and submittal of such documentation as required by DSA for DSA Certification of the Assigned Project. The Architect shall advise and assist the District in completing remedial/corrective measures required for issuance of DSA Certification.

7.4.3. As-Built Drawings. The District shall require each Contractor for an Assigned Project to provide the District with As-Built Record Drawings indicating the location and size of all concealed, underground or imbedded construction not covered in the original Drawings, Change Orders, Supplemental Drawings or Shop Drawings. The Contractor shall be required to record such work on reproducible drawings furnished to the Contractor by the District. The Contractor's As-Built Record Drawings shall be delivered by the Contractor to the Architect for the Architect's review and delivery to the District. The Architect's review of the Contractor's As-Built Record Drawings shall be for the limited purpose of generally determining that the Contractor has complied with its obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor. The Architect shall provide the Contractor engaged in the mechanical, electrical, plumbing and structural portions of an Assigned Project with all Drawings Sheets of Building Backgrounds for the Contractor's preparation of its As-Built Drawings.

**8. Additional Services.**

8.1. Additional Services; General. The services described in this Paragraph 8 are not included in the scope of Architect's Basic Services for an Assigned Project, unless expressly set forth in the PAA for an Assigned Project. Additional Services described in this Paragraph 8, which are not part of the Basic Services of an Assigned Project shall be compensated for the same in accordance with the provisions of this Agreement relating to payments for District authorized Additional Services.

8.2. Additional Services Authorization and Compensation. The Architect shall not perform any Additional Services for an Assigned Project without the District's prior written direction or authorization. If the District directs or authorizes the Architect to complete any Additional Services for an Assigned Project, compensation to the Architect for such Additional Services shall be in accordance with the terms of this Agreement. No compensation shall be due from the District to the Architect for any Additional Services performed by the Architect if: (i) the Additional Services were not authorized or directed in writing in advance by the District; or (ii) the Additional Services result (in whole or in part) of deficiencies in the Design Documents for an Assigned Project or fault/neglect of the Architect.

8.3. Additional Services. The following are Additional Services for an Assigned Project, unless included in the scope of Basic Services for an Assigned Project as reflected in the PAA issued by the District for the Assigned Project.

8.3.1. Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for the Assigned Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Work of the Assigned Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.

8.3.2. District/Contractor Default. Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Architect in its Site observations under Paragraph 6.2 hereof.

8.3.3. Design Documents Changes. Except as provided in Paragraph 6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of an Assigned Project.

8.3.4. Contractor Substitutions. Providing services in connection with the evaluation(s) or request(s) by the Contractor for an Assigned Project to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents and making subsequent revisions to the Design Documents and other documentation resulting therefrom.

8.3.5. Damaged Work. Providing consultation or other services in connection with repairs, replacements or corrections of the Work of an Assigned Project damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Architect or its employees, agents or representatives have caused or contributed to such damage or destruction to an Assigned Project.

8.3.6. Excessive Contractor Claims. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor for an Assigned Project, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through Architect hereunder.

8.3.7. Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of an Assigned Project, except where Architect is a party thereto, is called as a percipient witness (in which case Architect shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.

8.3.8. Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of an Assigned Project.

8.3.9. Furniture, Furnishings, Equipment. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of

the Construction Contract for Assigned Project or identified as part of the Architect's scope of Basic Services for an Assigned Project in the PAA for such an Assigned Project.

8.3.10. Financial/Special Studies. Providing financial feasibility or other special study in connection with an Assigned Project.

8.3.11. Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services for an Assigned Project.

8.3.12. Verification of District Provided Information. Providing services to verify the accuracy of drawings or other information provided by the District relating to existing conditions affecting an Assigned Project.

8.3.13. Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of an Assigned Project or the components thereof to the District.

8.3.14. Additional Design Consultants. Providing services of Design Consultants except for the Design Consultants which are included and contemplated as part of the Basic Services for an Assigned Project, as set forth in the PAA for an Assigned Project.

## 9. District Responsibilities.

9.1. Information. The District shall provide full information regarding the Assigned Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Assigned Project. Except as set forth herein, the Architect shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.

9.1.1. As Built Drawings. To the extent available to the District, the District will provide the Architect with As-Built Drawings of the Assigned Project Site. The foregoing notwithstanding, if any information provided by the District to the Architect consists of information relating to existing "as built" conditions of improvements on or about the Site of an Assigned Project, the Architect shall be entitled to rely upon information in concealed or covered conditions, but the Architect shall independently verify the accuracy and completeness of information of existing "as built" conditions which are visually apparent without opening or uncovering any existing improvements. If in such independent verification, the Architect encounters conditions different than noted in the District provided information, the Architect shall notify the District, and the Construction Manager in writing of such encountered discrepancies.

9.1.2. Assigned Project Construction Budget. The District will provide the Architect with the District's Construction Budget for the Assigned Project. The District may, in the District's sole discretion include contingencies in an Assigned Project Construction Budget, but the obligation of the Architect to prepare Design Documents for an Assigned Project that can be constructed within the District's Construction Budget does not include any contingency amount included by the District in the Construction Budget for an Assigned Project.

9.2. Allowance Item; Allowance Amount. The District will inform the Architect of any items within the scope of an Assigned Project which are to be identified by the Architect as an "Allowance Item" and the amount allocated by the District as the allowance amount for such Allowance Item. If Allowance Items are designated by the District for an Assigned Project, the Architect shall design the Allowance Item so that it can be furnished and installed within the allowance amount allocated by the District for the Allowance Item. The District reserves the right to include an Allowance Amount in Construction Contracts for unforeseen conditions. The District will identify the Allowance Amount for unforeseen conditions, if any, in the Special Conditions of the Project Manual.

9.2.1. Hazardous Materials Surveys. If hazardous materials surveys have been completed for the Site of an Assigned Project or any portion thereof, the District will provide the Architect with

such hazardous materials surveys. Hazardous materials surveys shall be included in the Project Manual prior to finalization of the bid documents.

9.2.2. Site Survey; Topographic Survey. If necessary for an Assigned Project, the District will provide the Architect with a site survey or topographic survey of the Site. The Architect shall inform the District if a topographical survey is needed, during the initial stage of design.

9.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Architect's services hereunder.

9.4. District Consultants. Except for the Design Consultants retained by the Architect, the District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for an Assigned Project.

9.5. Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of an Assigned Project as required by applicable code, regulation, DSA, and ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.

9.6. District Notice of Non-Conformity. The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure or neglect of Architect or the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect. Upon receipt of such notice, a material obligation of the Architect under this Agreement is its prompt action to fully remedy the fault, neglect or failure identified by the District in the District's written notice.

## 10. Insurance and Indemnity.

10.1. Architect Insurance. At all times while providing or performing services under this Agreement, the Architect and its Design Consultants shall obtain and maintain the policies of insurance described in this Paragraph 10. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Architect and its Design Consultants while providing or performing services in connection with an Assigned Project shall be as set forth in this Agreement, subject to modifications set forth in the PAA for the Assigned Project.

10.2. Workers Compensation and Employers Liability Insurance. Architect 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. Architect shall 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 Architect. The Employer's Liability Insurance required of Architect hereunder may be obtained by Architect as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Architect hereunder.

10.3. Commercial General Liability and Property Insurance. Architect shall purchase and maintain Commercial General Liability and Property Insurance as will protect Architect from the types of claims set forth below which may arise out of or result from Architect's services under this Agreement and for which Architect may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than an Assigned Project during construction thereof, because of injury to or destruction of tangible

property, including loss of use resulting therefrom; (iv) products/completed operations; (v) advertising injury; and (vi) contractual liability insurance applicable to Architect's obligations under this Agreement. District shall be an additional insured to Architect's commercial general liability insurance policy. The General Liability Insurance policy shall be on an occurrence basis.

10.4. Automobile Liability Insurance. The Automobile Liability insurance policy shall be on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Architect and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.

10.5. Professional Liability Insurance. Architect will procure and maintain professional liability insurance covering liabilities of the Architect arising out of the performance of services under this Agreement.

10.6. Design Consultants' Insurance. Each of the Design Consultants retained by the Architect to provide or perform a portion of the services or obligations of the Architect under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, Commercial General Liability/Property Damage and Professional Liability. Each policy of insurance to be obtained by each of the Architect's Design Consultants shall conform with the standards or requirements set forth in Paragraphs 10.1-10.5, above.

10.7. Coverage Limits. Insurance to be procured and maintained by Architect and its Design Consultants hereunder shall be in at least the minimum coverage limits set forth in the Agreement.

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

10.9. Architect's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Architect are:

Insurance Policy	Minimum Coverage Limit
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability	Combined Single Limit: One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)

10.10. Architect's Design Consultants' Insurance; Minimum Coverage Limits. Minimum coverage limits for policies of insurance to be obtained and maintained by each of the Architect's Design Consultants are:

Insurance Policy	Minimum Coverage Limit
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability	Combined Single Limit: One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: One Million Dollars (\$1,000,000)



Aggregate: Two Million Dollars (\$2,000,000)
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10.11. Modifications to Minimum Coverage Amounts. The foregoing notwithstanding, the minimum coverage amounts required for an Assigned Project may be modified as set forth in the PAA for an Assigned Project.

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

10.13. Indemnity.

10.13.1. Architect Indemnity. To the fullest extent permitted by law, the Architect shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Architect's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Architect, its Design Consultants or the employees, agents and representatives of Architect or any of its Design Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

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

## 11. Architect Compensation.

11.1. Contract Price. For each Assigned Project, the District will pay the Contract Price set forth in the PAA for the Assigned Project.

11.2. Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price. Unless otherwise expressly provided in the PAA for an Assigned Project, the Contract Price for an Assigned Project includes the Architect's fee; Design Consultants' fees, personnel expense of the Architect and Design Consultants, inclusive of all benefits and burdens, travel for the personnel of the Architect and Design Consultants to and from their respective offices and the District as well as travel within the counties of Los Angeles, Orange, Ventura and Kern, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project.

11.3. Reconciliation of Contract Price Computed by Percentage of Construction Costs. (This provision only applies to non-Fixed-Fee Assigned Projects). As soon as is practical after the District's award of the Construction Contract(s) for an Assigned Project, the District and the Architect shall review payments of the Assigned Project Contract Price made prior thereto based upon the Assigned Project Construction Budget. Based upon the actual Construction Cost, payments of the Assigned Project Contract Price made prior thereto will be reconciled by applying the percentage allocated to each Phase. If it is determined that the payments of the Assigned Project Contract Price made prior thereto exceed the cumulative amount due, the overpaid amount shall be credited against



the Architect's billings until the entire credit balance is exhausted. If it is determined that payments of the Assigned Project Contract Price made prior thereto are less than the amount due, payment of the underpaid amount will be made by the District within thirty (30) days of the completion of such reconciliation. At completion of the Construction Phase for an Assigned Project, the District and Architect shall perform a subsequent reconciliation consistent with this Article.

11.4. Construction Phase Changes; Adjustment of Contract Price. The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Architect or Design Consultants to timely and completely perform the Basic Services for the Assigned Project. If services of the Architect or Design Consultants are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Architect or Design Consultants to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted by an amount equal to the lesser of: (i) eight percent (8%) of the Construction Costs of a Change; or (ii) the time reasonably necessary for personnel of the Architect and its Design Consultants to complete modifications to the Design Documents to incorporate such a Change, multiplied by the applicable hourly rate for such personnel. If a Change during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Architect or the Design Consultants to timely and completely perform the Basic Services, services required of the Architect or the Design Consultants in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project.

11.5. Reimbursable Expenses. The Contract Price for Architect's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the offices of the Architect and Design Consultants to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.

11.6. Additional Services. If the District authorizes or directs the Architect to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Architect shall be compensated for its personnel providing such Additional Services in accordance with the hourly personnel rate schedule attached to the PAA for the Assigned Project ("the Rate Schedule").

11.7. District Payments.

11.7.1. Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.

11.7.2. Architect Billings to District. During the course of providing Basic Services for an Assigned Project, Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Architect's billings shall be in such form and format as may be reasonably requested by District.

11.7.3. District Payments to Architect. Within thirty (30) days of receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services for an Assigned Project. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty,

assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if Architect shall fail 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 Architect has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

## 12. Term; Time.

12.1. Term. The initial term of this Agreement shall commence upon the District and the Architect each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Education ("the Initial Term"). The Term shall expire sixty (60) months after the date of ratification of this Agreement by the District's Board of Education. Notwithstanding expiration of the Term, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the Architect in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the Architect shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.

12.2. Time. All of the Basic Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Architect in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the Architect, the Architect's performance and completion of Basic Services shall be in accordance with such schedule. The Architect shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Architect to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Architect's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Architect.

## 13. Termination; Suspension

13.1. Termination for Default. Either the District or Architect may terminate this Agreement or a PAA 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 or in connection with a PAA 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 default(s) 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 Architect if: (a) Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect 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 Architect or any of Architect's property on account of Architect's insolvency; or (b) if Architect disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Architect, if any, shall be based upon Basic Services and authorized Additional Services for each Assigned Project as of the date of termination provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price due for

such Assigned Projects and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of all pending Assigned Projects as of the date of termination. Architect 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 Architect's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Architect hereunder for Basic Services or authorized Additional Services.

13.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of an Assigned Project or the Architect's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Architect's services under a PAA for a period of one-hundred fifty (150) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Design Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption of Assigned Project construction or Architect's services under a PAA.

13.3. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement or a PAA for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination.

13.4. Architect Suspension of Services. If the District shall fail to make payment of the Contract Price for an Assigned Project when due Architect hereunder, Architect may, upon fourteen (14) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Architect shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.

13.5. Architect Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 13.1 or Paragraph 13.3 of this Agreement, the Architect shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Architect shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Architect under this Agreement. The Architect shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Architect may, at its sole cost and expense, make reproductions of the originals delivered to the District.

#### 14. Miscellaneous.

14.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Architect.

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

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

14.4. 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 District or Architect hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

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

14.6. Authority. The individual(s) executing this Agreement on behalf of Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect 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 Education, to bind District to all terms hereof and authority granted to enter into this Agreement.

14.7. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If To District:		If To Architect:	
Name	Pedro Avila, Director of Facilities & Planning	Name	Robert W. Stone, Executive Vice-President
Address	101 W. Cochran Street, Simi Valley, California 93065	Address	20250 SW Acacia Street, Suite 260 Newport Beach, Ca 92660
Phone	805-306-4500 ext. 4401	Phone	714-754-7311
Email	Pedro.avila@simivalleyusd.org	Email	rstone@nuvis.net

14.8. Disputes.

14.8.1. Continuation of Architect Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Architect for an Assigned Project, notwithstanding any disputes between District and Architect hereunder or in connection with an Assigned Project, Architect and District shall each continue to perform their respective obligations hereunder; including the obligation of the Architect to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

14.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Architect commencing arbitration proceedings pursuant to the following Paragraph.

14.8.3. Arbitration. All claims, disputes or other matters in controversy between the Architect and District arising out of or pertaining to an Assigned Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Architect only if the supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. An Arbitration Award that does not include findings of fact and conclusions of law in conformity

with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the Architect hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect, the Construction Manager if any, the Contractor, Architect or the District relating to an Assigned Project and arising in whole or in part out of this Agreement or the services provided by or through the Architect hereunder, Architect and District agree that any arbitration proceedings initiated between Architect and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.

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

14.8.5. Limitation on Arbitration. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Ventura, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

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

14.10. Confidentiality. Unless disclosure is required by applicable law or valid court order, the Architect and its Design Consultants shall maintain the confidentiality of all information provided by or through the District to the Architect or its Design Consultants and shall not disclose or otherwise disseminate any information conveyed by or through the District to the Architect or its Design Consultants relating to this Agreement or an Assigned Project.

14.11. Definitions.

14.11.1. Construction Contract. The Contract for Construction awarded by the District to the Contractor for the construction of the Project. If an Assigned Project is constructed by a general contractor under contract to the District, references to the Construction Contract in this Agreement and the PAA shall be deemed references to such general contractor's contract with the District for the Assigned Project. If an Assigned Project is constructed by multiple trade contractors, each under contract to the District, references to the Construction Contract in this

Agreement and the PAA for such an Assigned Project shall be such contracts individually or collectively as required by context in which such term is used.

14.11.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.

14.11.3. Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for an Assigned Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Architect or a Design Consultant for an Assigned Project.

14.11.4. Design Consultant(s). Design Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents for an Assigned Project. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Design Consultant. Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Education, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Design Consultants.

14.11.5. Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work of an Assigned Project.

14.11.6. Site(s). The physical area(s) for construction and related activities of an Assigned Project.

14.11.7. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.

14.11.8. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Project.

14.11.9. Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Architect. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated for construction of the Assigned Project as modified from time-to-time.

14.11.10. Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Architect of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as

necessary to complete construction of the Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Assigned Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.

14.11.11. Construction Manager. The Construction Manager is the individual or entity who may be retained by the District as an independent contractor to provide certain management, planning, other services and/or work product in connection with the design and/or construction of an Assigned Project. Services, functions and responsibilities of the Construction Manager shall be provided in conjunction with and complementary to the Architect's services and work product under this Agreement. If the District has not retained or designated a Construction Manager as of the issuance of a PAA for an Assigned Project, without adjustment of the Contract Price for any Assigned Project, the District reserves the right to utilize District personnel or to subsequently retain a Construction Manager to provide services and/or work product for the Assigned Project as generally described herein.

14.11.12. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.

14.11.13. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Architect which establishes the specific terms and conditions for the Architect's performance and provision of Landscape Architect and related services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Architect, the Architect shall have no right to provide Landscape Architect services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Architect.

14.11.14. Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on the behalf of the Architect of the anticipated costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of an Assigned Project in accordance with the Design Documents for the Assigned Project. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for the Work of the Assigned Project and Changes in the Work during construction of the Assigned Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.

#### 14.12. Use and Ownership of Design Documents.

14.12.1. Ownership. Subject to the provisions hereof, all Drawings, Specifications, estimates, Instruments of Service and other tangible items ("Project Documents") prepared by or through the Architect for an Assigned Project shall be and remain the property of the District. The Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2002 files (or similar computer-aided drafting of design formats), or other types of computerized data. The District specifically maintains ownership of the design of each Assigned Project and the design of any buildings or other improvements which are a part thereof, notwithstanding creation/preparation of such design by or through the Architect, and such design may not be re-used by the Architect or its employees or Design Consultants without the specific prior written consent of the District which may be granted, denied or conditioned in the sole exclusive discretion of the District. Subject to the District's ownership of tangible



Project Documents, the copyright and other intellectual property rights in all Project Documents shall remain with the Architect.

14.12.2. Right to Use. The Architect grants to the District a perpetual license to use and/or reuse all or any part of the Project Documents at the District's sole discretion with no additional compensation to the Architect for the purposes of: (a) construction of all or part of an Assigned Project; (b) the repair, renovation, modernization, replacement, reconstruction or expansion of an Assigned Project; or (c) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be authorized to use or reuse the Project Documents for these purposes without liability to the Architect, its Design Consultants or third parties with respect to the condition of an Assigned Project Documents, and the use or reuse of the Project Documents for these purposes shall be not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared without employing the services of the Architect shall be at the District's own risk. If the District uses or reuses the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared for, the District shall remove the Architect's seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project.

14.12.3. District License to Use Project Documents. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect shall require any and all of the Architect's Design Consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such Design Consultants performed pursuant to this Agreement.

14.12.4. Architect Right to Grant License. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents prepared by or through the Architect under this Agreement.

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

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

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

**Architect**  
**Nuvis Landscape Architecture**

By: \_\_\_\_\_  
Robert W. Stone  
Title: Executive Vice-President



PROJECT ASSIGNMENT AMENDMENT (PAA)  
AGREEMENT R21-02456

**EXHIBIT "B"**

**SCHEMATIC DESIGN OF IMPROVEMENTS TO SPORTS FIELDS AT SIMI VALLEY HS AND ROYAL HS**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Nuvis Landscape Architecture, Landscape Architect ("Architect") as of March 17, 2021.

Whereas, the District entered into a written Agreement entitled Agreement A21.072 for On-Going Landscape Architect Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Preparation of schematic plans & cost estimates for proposed improvements to the sports fields at Simi Valley High School and at Royal High School per the attached Proposal from Architect dated January 13, 2021 (Attachment 1).**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project has not been established.
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases for Each Site
Project Orientation
Site Inventory and Report
Design Charette
Draft Schematic Plans and Alternatives
Finalized Schematic Plans Based on District Selection of Desired Alternative
Estimates of Probable Construction Costs

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
Civil
Electrical
Cost Estimator

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
Project Orientation	Monday, April 05, 2021
Site Inventory and Report	Monday, May 03, 2021
Design Charette	Friday, May 21, 2021
Draft Schematic Plans and Alternatives	Friday, September 10, 2021
Finalized Schematic Plans Based on District Selection of Desired Alternative	Friday, October 22, 2021
Estimate of Probable Construction Costs	Monday, November 22, 2021

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a **lump sum fixed price of One-Hundred Fifty-Two Thousand Dollars Two-Hundred Sixty Dollars (\$152,260.00).**

The Contract Price for the Assigned Project is allocated per site to the Basic Services Phases as follows:

<b>Basic Services Phases</b>	<b>Contract Price Allocation per Site (The sites are Simi Valley HS and Royal HS)</b>
Project Orientation, Site Inventory and Report	\$9,500
Design Team & Agency Coordination	\$7,780
Design Charette	\$5,710
Draft Schematic Plans, Alternatives & Presentation	\$28,340
Finalized Schematic Plans Based on District Selection of Desired Alternative	\$19,300
Estimate of Probable Construction Costs	\$5,500
<b>Lump sum price per site:</b>	<b>\$76,130</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 Proposal (Attachment 1), except:

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

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

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

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

**Architect**  
**Nuvis Landscape Architecture**

By: \_\_\_\_\_  
Robert W. Stone  
Title: Executive Vice-President

UPDATED PROPOSAL FROM NUVIS LANDSCAPE ARCHITECTS DATED JANUARY 13,  
2021 FOLLOWS AS “ATTACHMENT 1”

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January 13, 2021

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

**Re: Sports Field Improvements at Simi Valley High School and Royal High School**

---

Dear Pedro,

Thank you for the opportunity to submit this proposal to provide Simi Valley Schools with site responsive design solutions for the sports field improvement projects at Simi Valley and Royal High Schools. We consider each project individually characteristic and have taken into consideration those unique qualities of the site and your expectations in preparing our scope of services and proposed fee schedule.

Based upon on review of the information provided and our initial cursory site review, our team has developed the attached proposal. The scope of services and fees presented herein is based on the understood goals of the District and we are happy to collaborate with the District on refining the scope and fees to fit its needs.

NUVIS is a strong proponent of participatory planning and design, believing that the goals and direction of a project should evolve from a process which provides for expression of concerns and values of those involved and affected by the project. We look forward to collaborating with the coaches and staff of each school to ensure that not only are the sites improved, but the functionality meets or exceeds the expectations of those groups who will use the fields.

We look forward to working with you on this project. Please feel free to contact me should you need clarification or require more information. If this agreement meets with your expectations, NUVIS will develop a contract form, or will sign a District prepared form.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Stone", written over a light blue horizontal line.

Robert W. Stone, PLA, ASLA  
Executive Vice President

### Agreement for Professional Services

Agreement dated this 13th day of January, in the year 2021, by and between Simi Valley Unified School District hereafter referred to as CLIENT, and NUVIS, a California Corporation. It is hereby agreed between CLIENT and NUVIS that NUVIS will perform the services as outlined in this document and CLIENT shall pay for those services as set forth herein.

#### I. PROJECT DESCRIPTION

*Preparation of schematic plans and preliminary statement of probable construction cost for the purpose of improving the sports fields at Royal High School and Simi Valley High School. Project will include coordination with District Staff and individual school staff and coaches. NUVIS will thoroughly evaluate each school and develop a master plan level document which explores the sports fields, practice fields, tennis courts, ADA accessibility to the fields, and restroom/concession facilities.*

#### II. SCOPE OF SERVICES

The scope of services to be performed by NUVIS in the preparation of schematic plans and shall include the following:

##### TASK A: Project Orientation and Management

1. The initial step in the preparation of documents will be to meet with the CLIENT and/or designated Project Manager for the purpose of:
  - a. understanding the expectations and development anticipated.
  - b. developing a clear definition of scope, design criteria and objectives.
  - c. reviewing compliance with applicable government regulations and conditions.
  - d. discerning pertinent attitudes of appropriate governing agencies; and
  - e. refining a detailed project schedule.
2. Subconsultants incorporated at time of preparation of this agreement include IDS Group (engineering) and Cumming (cost statements). If during the course of services, NUVIS or the CLIENT finds that additional subconsultants are necessary, fees for such will be negotiated with a Change Order.
3. The kickoff meeting may be virtual or in person depending on Client desires and government COVID19 allowances.

##### TASK B: Site Inventory and Report

1. The NUVIS team will conduct a site visit to conduct a site inventory and reconnaissance. NUVIS will evaluate site conditions, site influences, site location and adjacencies to other buildings/homes, site amenities and furnishings and field accessibility from the parking lots.

2. The District will provide existing topographic survey. If not available or if data incomplete, IDS Group will conduct a topographic aerial survey at each school so that we can better analyze ADA compliance and to provide a base sheet for recommended improvements. IDS Group will prepare a base sheet from the survey.
3. NUVIS will prepare a written narrative with supporting digital imagery of findings.

TASK C: Design Charette

1. In coordination with the District, NUVIS will facilitate a Design Charette with school staff and coaches. We believe the key to achieving desired results is to maximize involvement early in the design process. The Design Charette may take place virtually or in person, dependent on Client needs and government allowances.
2. The NUVIS planning team will work with District staff to determine the dates, time, and location for these meetings. The NUVIS planning team will prepare all meeting materials/ handouts.
3. NUVIS' role at the design charette will be to assist the Client in merging ideas and developing pertinent issues into feasible and agreed upon solutions. NUVIS' goals for the Design Charette are:
  - a. listen and learn,
  - b. seek out the "experts" in specialized areas,
  - c. explore the concerns of interested parties,
  - d. ask questions
  - e. discover possible constraints and facilitate solutions,
  - f. assist in mitigating conflicts between interest groups,
  - g. give recommendations and information, and
  - h. receive information.

TASK D: Draft Schematic Plan and Draft Statement of Probable Construction Cost

1. Based on the information gathered during site inventory and during the kickoff meeting and Design Charette, the NUVIS team will prepare 3 bubble diagrammatic site plan alternatives. The graphic studies will depict the proposed functional and spatial relationship to the site configuration. We will explore opportunities for improved play and function of the fields and relationship to other features such as tennis and restroom/concessions.
2. IDS Group will provide a minor review of the alternatives to the grading, drainage, and electrical/lighting improvements for the site. NUVIS will ensure alternatives presented are possible based on grading, drainage, and lighting requirements.
3. Cumming will prepare a draft preliminary statement of probable construction cost based on typical ballfield improvement costs.

4. NUVIS will meet with the Client to present three alternative bubble diagram schematic plans for the sports fields in order to receive input and concur on final design direction.

Task E: Schematic Plan and Preliminary Statement of Probable Construction Cost

1. Armed with approval and feedback from the Client, the NUVIS team will prepare one final schematic plan. Featuring both hardscape and softscape, paths of travel, and possible restroom/concession improvements we will generate plans, elevations, sections, and site plans as necessary to communicate our design intent for the sports field improvements. NUVIS will coordinate with the District in developing phased approach improvements.
2. IDS Group will prepare schematic level plans for drainage, grading, and electrical.
3. IDS Group will prepare preliminary storm water quality treatment control measures, associated reports and an erosion control plan based on the refined schematic plan.
4. A plant palette will be developed indicating botanical and common names to further convey the design intent. Computer generated imagery will be prepared to assist in demonstrating the recommendations and can be useful for the District in presentation for funding/grant purposes.
5. Cumming will prepare a final preliminary statement of probable construction cost based upon the approved draft schematic plan, and in coordination with the Landscape Architect and the Engineer.

TASK F: Design Team and Government Agency Coordination

1. This task includes coordination/interface and progressive meetings with CLIENT representatives and project consultants. Meetings will provide a continuum to receive and clarify information, inform CLIENT of progress and direction, and allow the CLIENT the opportunity to review and comment. Meetings may be conducted virtually or in person dependent on current government COVID19 requirements.
2. Meetings will be attended by the Project Principal and/or senior management personnel who will be directly responsible for execution of the design documents.
3. NUVIS services during government agency coordination may include, but not be limited to presentations to regulatory agencies.
4. NUVIS does not anticipate any permit processing or coordination with the City or DSA at this time. We will develop plans that will comply with DSA requirements, but such coordination directly with DSA is not included.

TASK G: Direct Project Expenses

The CLIENT shall also compensate NUVIS for all Direct Project Expenses, which are actual expenditures on behalf of the project. Payment of these expenses are in addition to the compensation for professional services set forth herein. Direct Project Expenses include, but are not limited, to:

Computer related expenses:

Travel - mileage for personal car use:

portal to portal at annual IRS standard business mileage rate

All other costs incurred at 1.15 multiple of actual cost:

courier delivery service

facsimile (outgoing)

photography and related supplies

postage/shipping/overnight delivery

printing/reproduction

special insurance coverage

subconsultants not listed herein



**III. SCHEDULE OF FEES**

CLIENT shall compensate NUVIS, in United States currency, for the Scope of Services as outlined herein:

Simi Valley High School Schematic Plans	\$76,130.
1. NUVIS (Landscape)	\$46,900.
2. IDS Group (Civil, Electrical)	\$23,730.
3. Cumming (Cost Estimator)	\$5,500.

Royal High School Schematic Plans	\$76,130.
1. NUVIS (Landscape)	\$46,900.
2. IDS Group (Civil, Electrical)	\$23,730.
3. Cumming (Cost Estimator)	\$5,500.

Professional Services Fee Total	\$152,260.
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Direct Project Expenses - Invoiced as described above in Article II.

\*Services performed for this Task will be billed at the following personnel hourly rates. Portal to portal travel time is included to a maximum of eight (8) hours per day.

Senior Principal	\$200.00 per hour
Principal	170.00 per hour
Senior Associate/Director	155.00 per hour
Associate	140.00 per hour
CADD Technician I	130.00 per hour
CADD Technician II	120.00 per hour
Clerical/Administration	85.00 per hour

**EXHIBIT "B"**

Simi Valley Unified School District Simi Valley High School & Royal High School Field Improvements NUVIS Fee Schedule								
Task & Description	Sr Prin \$200	Princ \$170	Sr. Assoc \$155	Assoc \$140	LCAD \$130	LCAD II \$120	Admin \$85	Total \$
<b>Simi Valley High School</b>								<b>\$46,900</b>
Kickoff Meeting/Site Inventory/Report								\$1,480
Design Charette with School Staff	8	8						\$2,960
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate	40	60						\$18,200
Presentation to School	8	8						\$2,960
Refined Schematic Plan with Preliminary Cost Estimate	30	40		15				\$14,900
Design Team/Government Agency Coordination	15	20						\$6,400
<b>Royal High School</b>								<b>\$46,900</b>
Kickoff Meeting/Site Inventory/Report								\$1,480
Design Charette with School Staff	8	8						\$2,960
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate	40	60						\$18,200
Presentation to School	8	8						\$2,960
Refined Schematic Plan with Preliminary Cost Estimate	30	40		15				\$14,900
Design Team/Government Agency Coordination	15	20						\$6,400
<i>Total Hours</i>	195	260	0	30	0	0	0	
<i>Total Cost</i>	\$39,000	\$44,200	\$0	\$4,200	\$0	\$0	\$0	
<b>TOTAL PROFESSIONAL FEE PROPOSAL</b>								<b>\$93,800</b>

# EXHIBIT "B"

Simi Valley High School & Royal High School Field Improvements IPS Group Fee Schedule												
Task & Description	Sr Prin \$200	Princ \$170	Sr. Assoc \$155	Assoc \$140	LCAD \$130	LCAD II \$120	Admin \$85	Elec \$140	Civil \$135	Crew \$225	Aerial	Total \$
<b>Simi Valley High School</b>												<b>\$23,730</b>
Kickoff Meeting/Site Inventory/Report								20	12			\$4,420
Aerial Topo Survey										16	\$0	\$3,600
Design Charette with School Staff								10	10			\$2,750
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate								28	16			\$6,080
Presentation to School								4	4			\$1,100
Refined Schematic Plan with Preliminary Cost Estimate								16	16			\$4,400
Design Team/Government Agency Coordination								6	4			\$1,380
<b>Royal High School</b>												<b>\$23,730</b>
Kickoff Meeting/Site Inventory/Report								20	12			\$4,420
Aerial Topo Survey										16	\$0	\$3,600
Design Charette with School Staff								10	10			\$2,750
Draft Bubble Diagram Schematic Plan with Draft Preliminary Cost Estimate								28	16			\$6,080
Presentation to School								4	4			\$1,100
Refined Schematic Plan with Preliminary Cost Estimate								16	16			\$4,400
Design Team/Government Agency Coordination								6	4			\$1,380
Total Hours	0	0	0	0	0	0	0					
Total Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
<b>TOTAL PROFESSIONAL FEE PROPOSAL</b>												<b>\$47,460</b>

**CIVIL & ELECTRICAL SCOPE OF WORK:**

**Preliminary Investigation:**

- Kickoff meeting and coordination with stake holders.
- Site visit to evaluate the existing hardscape and topographic field conditions.
- Site visit to evaluate the existing ball field lighting and power source.
- Conduct a nighttime photometric study of existing lighting levels.
- Design Charette

**Schematic Design Plans:**

- 
- Develop conceptual lighting designs and layouts based on designs developed by the Landscape Architect for the ball field area.
  - Prepare schematic level electrical lighting plans for lighting and concession buildings.
  - Prepare schematic level civil plans for grading, hardscape, and drainage.
  - Prepare schematic level site plan and horizontal control plan.
  - Develop preliminary storm water quality treatment control measures and prepare associated reports and erosion control plan.
  - Assist with cost estimates.

**Assumptions:**

- Design plans and documents will be schematic in nature to allow for planning and budgeting purposes. Further developed construction documents can be provided at a future date as a separate proposal.
- Should a soils report be required for the project, it will be furnished by the client.
- Except for Electrical Lighting, utility design work will not be required for this project.
- The existing power sources at each campus is adequate to drive new ball field lighting.
- The project area is limited to the ball fields as defined in the site maps in the RFP.
- The Aerial Topographic Survey will be provided by the District.

January 6, 2021

Alicia Taylor  
Marketing Director  
Nuvis

**Opportunity No: 21-0031**

Re: Royal HS Baseball and Softball Field Transformation  
Proposal for Cost Management Services

Dear Alicia,

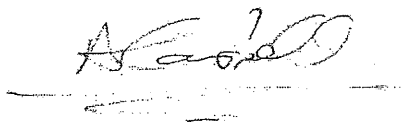
Thank you for contacting Cumming regarding the above project. As requested, we are submitting the following lump sum fee proposal for cost management services. The following is a breakdown of our proposed scope of services:

1. Project Overview & Schedule
2. Cost Manager Scope of Work
3. Executive Cost Management Proposal
4. Cumming Team Members
5. Adding Value
6. Qualifications/Exclusions

Please note that to proceed, we will require an interim email Notice to Proceed until a formal written contract is sent to our office. Upon receiving a formal contract, a signed copy will promptly be sent in return.

We look forward to working with you and the rest of the design team on this project. Should you have any questions or comments about any aspect of the proposal, please do not hesitate to contact me.

Very truly yours,



Alan Campbell, MRICS  
Managing Director

Cc:

## 1. Project Overview

### 1.1. This project scope includes,

Project includes creation of new baseball and softball fields including, batting cages, concession stand, storage, new fencing, drinking fountains, bleachers, and artificial practice area.

Off-site work including, work to public roads and pavements, public utilities, and the like, are excluded from our proposal. We have assumed that the delivery method for this project is Design-Bid-Build.

## 2. Cost Manager Scope of Work

### 2.1. Cumming will prepare one statement of probable cost at the SD design stage

## 3. Executive Cost Management Proposal

### 3.1. Our cost management proposal is a Lump Sum Fee based on one estimate per design milestone identified in the draw down (see below) and the total proposed fee is the lump sum due for payment. We will be billing periodically for our services.

**Total Proposed Lump Sum Fee (\$)**

**\$5,500**

### 3.2. The following is a breakdown of how we propose to draw down the lump sum fee proposal at each stage of the design. Please note this does not constitute a cost per stage unless we otherwise agree to this in writing. If an estimate at any stage is not required, advanced notice in writing, during the preceding stage, will be required. Any adjustment to the Lump Sum Fee also needs to be agreed in advance.

<i>Draw Down</i>	<b>Total Hours</b>	<b>Total Fee (\$)</b>
<i>SD Statement of Probable Cost</i>		\$5,500
<b>Total Proposed Fee (\$)</b>		<b>\$5,500</b>

## 4. Cumming Team Members

<i>Team Members</i>	<b>Hourly Rate (\$)</b>
<i>Regional Director</i>	\$220
<i>Managing Director</i>	\$220
<i>Associate Director, Lead</i>	\$195
<i>Senior Cost Manager</i>	\$185
<i>Cost Manager</i>	\$170

## 5. Adding Value

### 5.1. Detailed Budgets — Our comprehensive budget estimates are based on well researched cost data and contain a level of detail more extensive than industry standard. This ensures a realistic and accurate basis for the project and, when combined with comprehensive cost control services, prevents budget overruns.

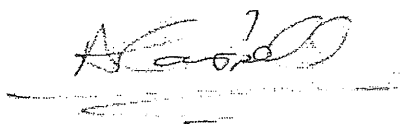
- 5.2. Forward Looking Solutions — Our continual analysis of productivity, material, labor, and micro & macro level market conditions ensure our budgets and estimates are in line with market trends.
- 5.3. Early identification of "Scope Creep" — Our methodology enables us to identify "Scope Creep" early before it impacts the project. Without early identification, the design is so advanced by bid time that the extent of cost cutting late in the day is limited. This may result in either accepting cost overruns or delaying the project to allow costly redesign.
- 5.4. Value Engineering — Cumming will provide value engineering analysis services in support of the project team if required.

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## 6. Qualifications/Exclusions

- 6.1. Proposal is open for acceptance for 90 days
- 6.2. Proposed fees are based on a natural evolution of the design through the typical stages. Additional scope which is not typical design development will be considered as an ad service.
- 6.3. Any scope of work not specifically mentioned in this proposal is excluded. This includes but is not limited to; inclusion of options and alternates, value engineering, estimate reconciliation, bid analysis, replacement building costs analysis and Construction Administration (including COR reviews).
- 6.4. Soft costs including Owner contingency and Owner Soft Cost Management are excluded from the estimate unless requested in the RFP.

Signed;



Alan Campbell, Managing Director  
For Cumming

Signed;

Alicia Taylor  
For Nuvis

January 6, 2021

Alicia Taylor  
Marketing Director  
Nuvis

**Opportunity No: 21-0032**

Re: Simi Valley Baseball and Softball Field Transformation  
Proposal for Cost Management Services

Dear Alicia,

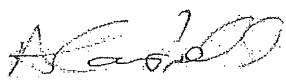
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1. Project Overview & Schedule
2. Cost Manager Scope of Work
3. Executive Cost Management Proposal
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Please note that to proceed, we will require an interim email Notice to Proceed until a formal written contract is sent to our office. Upon receiving a formal contract, a signed copy will promptly be sent in return.

We look forward to working with you and the rest of the design team on this project. Should you have any questions or comments about any aspect of the proposal, please do not hesitate to contact me.

Very truly yours,



Alan Campbell, MRICS  
Managing Director

Cc:



## 1. Project Overview

### 1.1. This project scope includes,

Project includes creation of new baseball and softball fields (2 of each) including, batting cages, concession stand, storage, new fencing, drinking fountains, bleachers, and artificial practice area.

Off-site work including, work to public roads and pavements, public utilities, and the like, are excluded from our proposal. We have assumed that the delivery method for this project is Design-Bid-Build.

## 2. Cost Manager Scope of Work

### 2.1. Cumming will prepare one statement of probable cost at the SD design stage

## 3. Executive Cost Management Proposal

### 3.1. Our cost management proposal is a Lump Sum Fee based on one estimate per design milestone identified in the draw down (see below) and the total proposed fee is the lump sum due for payment. We will be billing periodically for our services.

**Total Proposed Lump Sum Fee (\$)**

**\$5,500**

### 3.2. The following is a breakdown of how we propose to draw down the lump sum fee proposal at each stage of the design. Please note this does not constitute a cost per stage unless we otherwise agree to this in writing. If an estimate at any stage is not required, advanced notice in writing, during the preceding stage, will be required. Any adjustment to the Lump Sum Fee also needs to be agreed in advance.

	<b>Draw Down</b>	<b>Total Hours</b>	<b>Total Fee (\$)</b>
<i>SD Statement of Probable Cost</i>			\$5,500
<b>Total Proposed Fee (\$)</b>			<b>\$5,500</b>

## 4. Cumming Team Members

<b>Team Members</b>	<b>Hourly Rate (\$)</b>
<i>Regional Director</i>	\$220
<i>Managing Director</i>	\$220
<i>Associate Director, Lead</i>	\$195
<i>Senior Cost Manager</i>	\$185
<i>Cost Manager</i>	\$170

## 5. Adding Value

### 5.1. Detailed Budgets — Our comprehensive budget estimates are based on well researched cost data and contain a level of detail more extensive than industry standard. This ensures a realistic and accurate basis for the project and, when combined with comprehensive cost control services, prevents budget overruns.

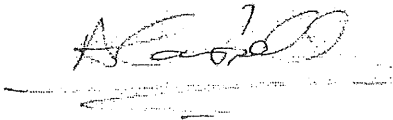
- 5.2. Forward Looking Solutions — Our continual analysis of productivity, material, labor, and micro & macro level market conditions ensure our budgets and estimates are in line with market trends.
- 5.3. Early identification of "Scope Creep" — Our methodology enables us to identify "Scope Creep" early before it impacts the project. Without early identification, the design is so advanced by bid time that the extent of cost cutting late in the day is limited. This may result in either accepting cost overruns or delaying the project to allow costly redesign.
- 5.4. Value Engineering — Cumming will provide value engineering analysis services in support of the project team if required.

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## 6. Qualifications/Exclusions

- 6.1. Proposal is open for acceptance for 90 days
- 6.2. Proposed fees are based on a natural evolution of the design through the typical stages. Additional scope which is not typical design development will be considered as an add service.
- 6.3. Any scope of work not specifically mentioned in this proposal is excluded. This includes but is not limited to; inclusion of options and alternates, value engineering, estimate reconciliation, bid analysis, replacement building costs analysis and Construction Administration (including COR reviews).
- 6.4. Soft costs including Owner contingency and Owner Soft Cost Management are excluded from the estimate unless requested in the RFP.

Signed;



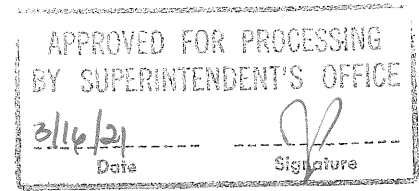
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Alan Campbell, Managing Director  
For Cumming

Signed;

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Alicia Taylor  
For Nuvis



**TITLE: APPROVAL OF AGREEMENT NO. R21-02601 AND R21-02602 BETWEEN  
SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA  
INSPECTIONS, INC. FOR INSPECTION SERVICES FOR SECURITY  
FENCING PROJECTS AT ARROYO ES AND AT PARK VIEW ES**

Business & Facilities  
Consent #9

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires inspection services on an as-needed basis at the security fencing projects at Arroyo Elementary School and at Park View Elementary School. These inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

**Fiscal Analysis**

<u>Project</u>	<u>Estimated Cost</u>
Arroyo ES Security Fencing & Landscape Improvements - R21-02601:	\$1,230
Park View ES Security Fencing & Landscape Improvements – R21-02602:	<u>\$1,230</u>
Total of Estimated Costs:	\$2,460

Actual cost will be based on actual inspection services performed. Said Agreement is attached as Exhibit "A". These services are based on a billing rate of \$82.00 per hour, and will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R21-02601 (Arroyo ES portion) and R21-02602 (Park View ES portion) with Stephen Payte DSA Inspections, Inc. for construction-phase inspection services on an as-needed basis as required by the District.

On a motion # 104 by Trustee Bloough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. R21-02601 and R21-02602 with Stephen Payte DSA Inspections, Inc.

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

## PROJECT ASSIGNMENT AMENDMENT AGREEMENT

R21-02601(Arroyo ES)  
R21-02602 (Park View ES)  
INSPECTION SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. ("Inspector Firm") as of March 1, 2021.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of an Inspector for the Arroyo ES Security Fencing Project and for the Park View ES Security Fencing Project.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Inspector Services for the Assigned Project set forth in the Agreement.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated February 25, 2021 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Inspector for this Assigned Project. The hourly billing rate of \$82.00 per hour (attached Exhibit 2) for the on-site inspection work by the Project Inspector designated for the Assigned Project is not subject to adjustment. This inspection will occur on an as-needed basis.
4. Assigned Project Contract Price. The Contract Price for completing Inspector Services for the Assigned Project is an estimated total amount of Two-Thousand Four-Hundred Sixty Dollars (\$2,460.00) ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for the Inspector designated for the Assigned Project to complete Inspector Services, multiplied by the applicable hourly rate. Billings for Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established approximately one-hundred (100) remaining calendar days for the Contractor(s) to complete construction of the project(s) ("Remaining Construction Time"). The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

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Arroyo ES and Park View ES Security Fencing Projects – Inspection Services  
Agreement No. R21-02601 (Arroyo ES) and R21-02602 (Park View ES) Stephen Payte DSA Inspections, Inc.

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

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

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

**"Project Inspector"**  
**Stephen Payte DSA Inspections, Inc.**

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

By:  \_\_\_\_\_  
Stephen K. Payte  
Title: Vice President

Exhibit 1

Proposal for Inspection Services

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

February 25, 2021

Please accept this as our proposal for Inspection Services on the Fencing Projects at Arroyo Elementary School and Park View Elementary School as described below:

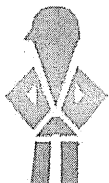
Stephen Payte DSA Inspections, Inc. will provide (1) DSA Inspector (Richard "Duncan" McKay #6129) at a rate of \$82.00 per hour for the duration of the project, estimated not to exceed 30 hours of inspection. Barring any unforeseen circumstances, the total cost for Inspection Services would be \$2,460.

As always, we greatly appreciate the opportunity to continue working with the District.

Thank you,



Stephen K. Payte  
V.P. of Field Operations  
Stephen Payte DSA Inspections, Inc.  
661-718-0098



**STEPHEN PAYTE**  
DSA INSPECTIONS, INC.

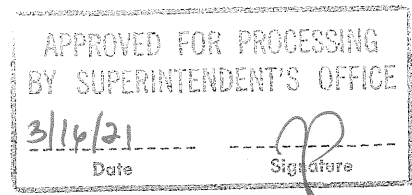
Stephen Payte DSA Inspections  
P.O. Box 3128 | Quartz Hill, CA 93586  
Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com  
[www.DSAInspections.com](http://www.DSAInspections.com)

**EXHIBIT 2 TO**  
**PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R21-02601 & R21-02602 FOR PROJECT INSPECTOR SERVICES**  
**Security Fencing Projects at Arroyo ES and Park View ES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$82.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	Not applicable
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	Not applicable

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Arroyo ES and Park View ES Security Fencing Projects – Inspection Services  
Agreement No. R21-02601 (Arroyo ES) and R21-02602 (Park View ES) Stephen Payte DSA Inspections, Inc.



**TITLE: AUTHORIZATION TO AWARD BID #21C2BX353, HILLSIDE MIDDLE SCHOOL CLASSROOM RENOVATIONS PHASE II**

Business & Facilities  
Consent #10

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

Six bids were received on March 2, 2021 for Bid #21C2BX353, Hillside Middle School Classroom Renovations Phase II. The recommended low bidder is indicated in bold type.

<b><u>Construction Company Name</u></b>	<b><u>Bid Amount</u></b>
Pre Con Industries, Inc.	<b>\$433,334</b>
Ardalan Construction	\$458,000
Chalmers Construction	\$486,000
G2K Construction Inc.	\$598,000
Monet Construction	\$507,000
The Nazerian Group	\$474,123

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

The total amount of this project \$433,334 will be funded by Measure X Bond Funds.

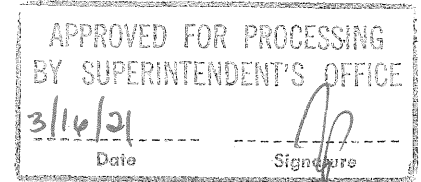
**Recommendation**

It is recommended that the Board of Education authorize award of Bid #21C2BX353, Hillside Middle School Classroom Renovations Phase II, to Pre Con Industries, Inc. in the amount of \$433,334.

On a motion # 104 by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Hillside Middle School Classroom Renovations Phase II to Pre Con Industries, Inc.

AYES: LaBelle  
Smollen NOES: 0 Absent: 0 Abstained: 0  
Bagdasaryan  
Blough  
Ju bran





**TITLE:** APPROVAL OF CHANGE ORDER NO. 5, GARDEN GROVE  
ELEMENTARY SCHOOL NEW MPR BUILDING, BID NO.  
19A22DF321

Business & Facilities  
Consent # 11

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### Background Information

On May 7, 2019, the Board of Education authorized the award of Bid No. 19A22DF321 to Ardalan Construction Company, Inc. in the amount of \$4,798,000.00 for construction of a new MPR building at Garden Grove Elementary School. On September 10, 2019, the Board of Education ratified Change Order No. 1 in the amount of \$63,632.62 or 1.33% under the Blanket Authorization for Summer Construction Work. On October 22, 2019, the Board of Education approved Change Order No. 2 in the amount of \$80,992.64 or 1.69%. On October 6, 2020, the Board of Education ratified Change Order No. 3 in the amount of \$89,369.83 or 1.86% under the Blanket Authorization for Summer Construction Work. On February 16, 2021 the Board of Education approved Change Order No. 4 in the amount of \$36,703.69 or 0.76%.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 5.

### Fiscal Analysis

Change Order No. 5 represents an increase to the original contract by \$209,065.94 or 4.36%. The revised contract amount including Change Order No. 5 will be \$5,277,764.72. The cumulative Change Orders will be \$479,764.72 or 10.00%. The contract time will be extended by 283 days.

Change Order No. 5 will be funded by Developer Fees.

### Recommendation:

It is recommended that the Board of Education approve Change Order No. 5 as presented.

On a motion # 109 by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No. 5 for the Garden Grove Elementary School New MPR Building Project, Bid No. 19A22DF321.

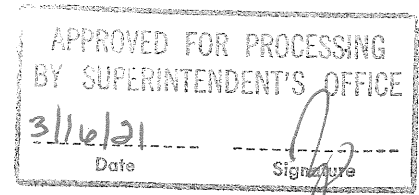
Ayes: LaBelle Noes: 0 Absent: 0 Abstain: 0

Smollen  
Bagdasaryan  
Blough  
Tubran

**GARDEN GROVE ELEMENTARY SCHOOL MPR, BID #19A22DF321**  
**Change Order No. 5**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
#47	Insulate beams per code	\$ 5,519.67	Code Required, Not on Drawings
#48	Raise rigging supports to provide higher clearance above the floor	\$ 5,659.73	District Requested
#50	Paint walls after replacement of Main Fire Alarm Panels in front office	\$ 753.98	District Requested
#52	Provide and install fire alarm module to interact between the Kitchen hood and HVAC system	\$ 1,834.17	Code required, Not on Drawings
#53	Redistribute lighting fixture connections to different panels	\$ 6,738.70	Unforeseen Conditions, Safety
#54	Paint wing walls at MPR entry different color	\$ 753.98	District Requested
Allowance	Return balance of unused Allowance	\$ (294.29)	
	<b>Disputed Change Order Proposals &amp; Change Order Requests:</b> COP #51-2" gas line supports \$4,230.60, COP #55- Exterior overhangs at East & West sides of MPR Building \$38,729.00. \$354,144 requested by Contractor for seven (7) months of compensable excusable delays, at \$50,592 per month for extended field and office overhead. The Contractor has agreed that the amount of \$188,100 is full compensation for all Disputed Change Order Proposals & Change Order Requests, and for all compensable and non-compensable time extensions for various delays, and the Disputed Change Order Proposals and Change Order Requests are agreed for a total amount of \$188,100. The Contractor has waived any further adjustment to the Contract Price and Contract Time.	\$ 188,100.00	283 Calendar Day Time Extension
<b>TOTAL OF CHANGE ORDER NO. 5</b>		<b>\$ 209,065.94</b>	

The original contract sum was:.....	\$ 4,798,000.00
Change by previously authorized Change Order(s).....	\$ 270,698.78
The contract sum prior to this change.....	\$ 5,068,698.78
The contract sum will be increased by this Change Order by.....	\$ 209,065.94 4.36%
The new contract sum including this Change Order will be.....	\$ 5,277,764.72
The contract days will be increased by.....	283 days
The date of completion as of the date of this Change Order therefore is.....	3/6/2021



**TITLE: APPROVAL OF CHANGE ORDER NO. 1 ROYAL HIGH SCHOOL  
MPR RENOVATION, BID NO. 20B27BX332**

Business & Facilities  
Consent #12

March 16, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On April 21, 2020, the Board of Education authorized the award of Bid No. 20B27BX332 to The Nazerian Group in the amount of \$9,594,123.00 for renovations to the Royal High School MPR. During the course of construction, various changes became necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents an increase to the original contract by \$245,453.33 or 2.56%. The revised contract amount including Change Order No. 1 will be \$9,839,576.33. The contract time will be extended 191 calendar days to a completion date of February 18, 2022.

Measure X will fund change Order No. 1.

**Recommendation:**

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

On a motion # 104 by Trustee Blough, seconded by Trustee Bagdasaryan and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No. 1 for the Royal High School Building MPR Renovations Project, Bid No. 20B27BX332.

Ayes: LaBelle  
Smollen Noes: 0 Absent: 0 Abstain: 0  
Bagdasaryan  
Blough  
Tubran

**ROYAL HIGH SCHOOL MPR RENOVATION, BID #20B27BX332**  
**Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
#09	Door hardware changes to District Standards	\$ 68,879.84	District Requested, Not on Drawings
#11	Relocate existing fire alarm conduit from new North foundation	\$ 41,583.49	Unforeseen Conditions, Not on Drawings
#12	Remove low voltage conduit from new South foundation	\$ 9,124.32	Unforeseen Conditions, Not on Drawings
#13	Remove top of concrete slurry from existing electrical ductbank for new South foundation	\$ 12,155.19	Unforeseen Conditions, Not on Drawings
#17	Step new South foundation over existing electrical ductbank	\$ 23,852.15	Unforeseen Conditions, Not on Drawings
#18	Remove, sawcut and chip, existing overpoured foundation excess on the North side	\$ 28,293.48	Unforeseen Conditions
#19	Furnish and install fireproofing, multiple locations	\$ 61,564.86	Code required, Not on Drawings
	Time Extension for various Unforeseen Conditions, items Not on Drawings and the following: 1. Covid Sicknesses, 2. Unavailability of Materials, 3. Concrete Plant Closures, 4. Various COP's, 5. Subcontractor Substitutions resulting in resubmissions of submittals, this process led into periods of concrete plant closures, 7. DSA approvals for CCD #'s 1,4 and 7 for Structural and Code Clarifications, 8. RFI's requiring structural demolition clarification. This is a Non-compensable, excusable time extension for various delays. The Contractor has confirmed that there is no adjustment of the Contract Price for the excusable time extension, and the Contractor waives any adjustment to the Contract Price relating to the excusable time extension.	\$ -	191 Calendar Day Time Extension
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ 245,453.33</b>	

The original contract sum was:.....	\$ 9,594,123.00	
Change by previously authorized Change Order(s).....	\$ -	
The contract sum prior to this change.....	\$ 9,594,123.00	
The contract sum will be increased by this Change Order by.....	\$ 245,453.33	2.56%
The new contract sum including this Change Order will be.....	\$ 9,839,576.33	
The contract days will be increased by.....	191 days	
The date of completion as of the date of this Change Order therefore is.....	2/18/2022	