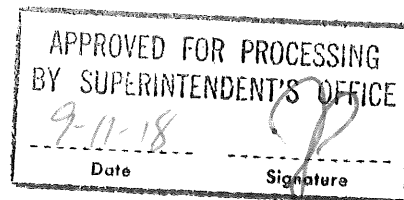


**TITLE: RATIFICATION OF AGREEMENT NO. A19.109 BETWEEN SIMI VALLEY  
UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA  
INSPECTIONS, INC. FOR INSPECTION OF DUCTWORK REPAIRS AT  
THE GARDEN GROVE ELEMENTARY SCHOOL ADMINISTRATION  
BUILDING**

Business & Facilities  
Consent #4

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

The District requires inspection of ductwork repairs at the Garden Grove Elementary School Administration Building. These inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

**Fiscal Analysis**

The cost associated with Agreement No. A19.109 is an estimated amount of \$3,700.00. Said Agreement is attached as Exhibit "A". These inspection services will be funded with Measure X funds.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 29 by Trustee Biongh, seconded by Trustee Daniel and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. A19.109 with Stephen Payte DSA Inspections, Inc.

Ayes: Biongh Daniel Miller LoBelle Philo Noes: 0 Absent: 2 Abstained: 0

## AGREEMENT A19.109

## PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. ("Inspector Firm") as of August 9, 2018.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector required by DSA for the Garden Grove Elementary School Administration Building Ductwork Repairs Project.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 6, 2018 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$74 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Three Thousand Seven Hundred Dollars (\$3,700.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established Sixteen (16) Calendar Days for the Contractor(s) to complete construction of the project ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the

**EXHIBIT "A"**

Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.

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

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

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT

"Project Inspector"  
Stephen Payte DSA Inspections, Inc.

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

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

**EXHIBIT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A19.109 FOR PROJECT INSPECTOR SERVICES  
PROJECT: Garden Grove ES Administration Building HVAC Repairs**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Classes 3 & 2 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6046	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$74.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$111.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$148.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Proposal for DSA Inspection Services

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

August 6, 2018

Proposal for Inspection Services for the following Projects(s):  
Garden Grove Elementary Duct Work Repairs

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations as follows: DSA Class 3 Inspector at a rate of \$74.00\* per hour for 50 hours over 10 weeks at a total cost not to exceed \$3,700.

*\*Over 8 hours on weekdays and all hours on Saturdays will be billed at an overtime rate of time and one half with Sundays and holidays at an overtime rate of double time.*

Thank you and we look forward to working with you!

Thank you,



Stephen K. Payte  
V.P. Field Operations  
Stephen Payte DSA Inspections, Inc.  
661-718-2893



**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](mailto:info@dsainspections.com)

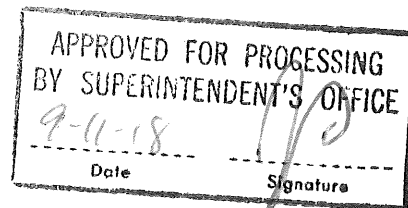
**[www.DSAInspections.com](http://www.DSAInspections.com)**

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT WOOD RANCH ELEMENTARY SCHOOL, BID NO. 18D5BX300**

Business & Facilities  
Consent #5

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On April 17, 2018, the Board of Education authorized the award of Bid No. 18D5BX300 to Hughes General Engineering, Inc. in the amount of \$97,750.00 for security fencing and landscape improvements at Wood Ranch Elementary School.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, their related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents an increase to the original contract by \$14,431.50 or 14.76%. Public Contract Code statutory limits allows the District to approve change orders in the amount of 10% of contract value or \$15,000, whichever is the greater number. The revised contract amount including Change Order No. 1 will be \$112,181.50.

This project is funded by Measure X Funds.

**Recommendation:**

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

On a motion # 29 by Trustee Blouke, seconded by Trustee Daniel and carried by a vote of 7-0, the Board of Education approved, by roll-call vote, Change Order No.1, for the Security Fencing & Landscape Improvements at Wood Ranch Elementary School project, Bid No. 18D5BX300.

Ayes: Blouke Daniel Smalls White Noes: 0 Absent: 0 Abstain: 0

**SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT WOOD RANCH ELEMENTARY SCHOOL-18D5BX300**  
**Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (6,238.64)	
COP #3	Provide additional irrigation and planting in West parking lot	\$ 20,670.14	District request
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ 14,431.50</b>	

The original contract sum was:..... \$ 97,750.00  
Change by previously authorized Change Order(s)..... \$ -  
The contract sum prior to this change..... \$ 97,750.00  
The contract sum will be increased by this Change Order by..... \$ 14,431.50 14.76%  
The new contract sum including this Change Order will be..... \$ 112,181.50  
The contract days will be increased by..... 0 days  
The date of completion as of the date of this Change Order therefore is..... 8/2/2018

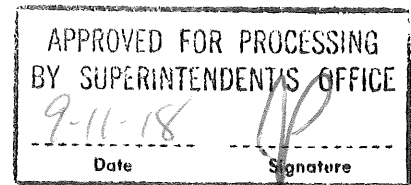
**TITLE: RATIFICATION OF AGREEMENT NO. A19.123 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION OF BACKING AND SUPPORTS FOR MIRROR MONITOR INSTALLATIONS AT WOOD RANCH, ARROYO, KNOLLS, AND MOUNTAIN VIEW ELEMENTARY SCHOOLS**

Business & Facilities  
Consent #7

September 11, 2018

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

The District requires inspection of backing and supports for mirror monitor installations at Wood Ranch, Arroyo, Knolls, and Mountain View elementary schools. These inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

**Fiscal Analysis**

The cost associated with Agreement No. A19.123 is an estimated amount of \$4,500.00. Said Agreement is attached as Exhibit "A". These inspection services will be funded with Measure X funds.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 29 by Trustee Blough, seconded by Trustee Daniels and carried by a vote of 5 to 0, the Board of Education ratified, by roll-call-vote, Agreement No. A19.123 with Stephen Payte DSA Inspections, Inc.

Ayes: Blough Daniels Knolls LaBelle White Noes: 0 Absent: 0 Abstained: 0



## PROJECT ASSIGNMENT AMENDMENT

## AGREEMENT A19.123

## PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc. ("Inspector Firm") as of August 22, 2018.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector for inspection of backing installations and supports & bolting for installation of new Mirror Monitors at **Wood Ranch, Arroyo, Knolls, and Mountain View elementary schools**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 20, 2018 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$74 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Four-Thousand Five Hundred Dollars (\$4,500.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District estimates approximately Sixty (60) Calendar Days for the Contractor(s) to complete construction of the project ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the

**EXHIBIT "A"**

Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.

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

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

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

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

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

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

**EXHIBIT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A19.123 FOR PROJECT INSPECTOR SERVICES  
PROJECT: Backing and Supports for Mirror Monitor Installations**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Classes 3 & 2 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6046	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$74.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$111.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$148.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Proposal for Inspection Services

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

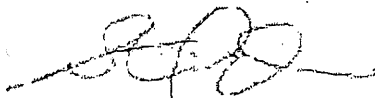
August 20, 2018

Proposal for Inspection Services for Non-DSA project consisting of flat panel monitor backing and bracket installations at Wood Ranch, Arroyo, Knolls and Mountain View Elementary Schools as described below:

(1) DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00/hr for the duration of the project, estimated at 50-70 hours.

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

Thank you,



Stephen K. Payte  
V.P. Field Operations  
Stephen Payte DSA Inspections, Inc.  
661-718-2893



**STEPHEN PAYTE**  
DSA INSPECTIONS, INC.

**Stephen Payte DSA Inspections**

P.O. Box 3120 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 Email: [info@dsainspections.com](mailto:info@dsainspections.com)

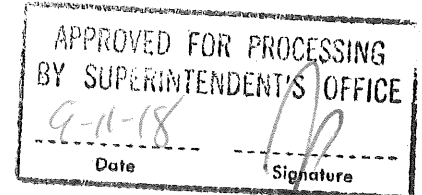
[www.DSAInspections.com](http://www.DSAInspections.com)

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, PHASE 2 SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT KATHERINE ELEMENTARY SCHOOL, BID NO. 18E17BX310**

Business & Facilities  
Consent #8

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On June 5, 2018, the Board of Education authorized the award of Bid No. 18E17BX310 to Hughes General Engineering, Inc. in the amount of \$371,500.00 for security fencing and landscape improvements at Katherine Elementary School, Phase 2.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, their related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents an increase to the original contract by \$9,622.06 or 2.59%. The revised contract amount including Change Order No. 1 will be \$381,122.06.

This project is funded by Measure X Funds.

**Recommendation:**

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

On a motion # 29 by Trustee Bingh, seconded by Trustee Daniel and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, Change Order No.1, for the Phase 2 Security Fencing & Landscape Improvements at Katherine Elementary School project, Bid No. 18E17BX310.

Ayes: Bingh Daniel Smoller W. Sells White Noes: 0 Absent: 0 Abstain: 0

**PHASE 2 SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT KATHERINE ELEMENTARY SCHOOL - 18E17BX310**  
**Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
Allowance	Credit balance of allowance	\$ (922.36)	
COP #4r	Remove exisitng buried concrete footing overpour	\$ 4,495.00	Unforeseen conditions
COP #6	Move gas line from new sidewalk	\$ 2,378.64	Unforeseen conditions
COP #8	Add irrigation and plants to Kindergarten yard	\$ 1,359.98	District Request
COP #9	Additional security fencing at Kindergarten yard	\$ 2,310.80	District Request
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ 9,622.06</b>	

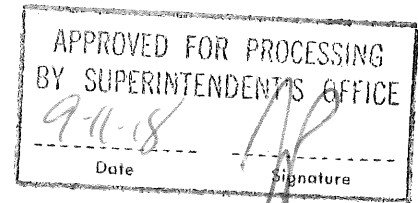
The original contract sum was:..... \$ 371,500.00  
Change by previously authorized Change Order(s)..... \$ -  
The contract sum prior to this change..... \$ 371,500.00  
The contract sum will be increased by this Change Order by..... \$ 9,622.06 2.59%  
The new contract sum including this Change Order will be..... \$ 381,122.06  
The contract days will be increased by..... 0 days  
The date of completion as of the date of this Change Order therefore is..... 8/14/2018

**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS; JUNE 14, 2018 TO AUGUST 23, 2018**

Business & Facilities  
Consent #9

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$175,000 or less. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite bidding and construction of Measure X funded projects valued at \$175,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures and the District's Field Contracts.

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between June 14, 2018 and August 23, 2018.

**Fiscal Analysis**

The total amount for Measure X funded field contracts issued between June 14, 2018 and August 23, 2018 is \$115,277.41 as shown on Exhibit "A".

**Recommendation**

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

On a motion # 29 by Trustee Blythe, seconded by Trustee Daniel and carried by a vote of 5-2, the Board of Education ratified, by roll-call-vote, all of the Field Contracts summarized in attached Exhibit "A".

Ayes: Blythe Daniel Ho Lille White Noes: 0 Absent: 0 Abstain: 0

MEASURE X FIELD CONTRACTS 6/14/18 THRU 8/23/18

Req Date	Req #	PO #	Contractor	Total Amt	Description
6/19/2018	R18-04715	P18-04492	FENCE FACTORY	\$ 1,512.00	ARROYO/KNOLLS/MTNVU/WDRANCH TEMP FENCING
7/10/2018	R18-04734	P18-04507	RELIABLE FLOOR COVERING	\$ 2,400.00	ATHERWOOD FLOORING
7/6/2018	R19-00526	P19-00206	KELLY CLEANING & SUPPLIES	\$ 7,340.00	KNOLLS/VISTA CLASSROOM CLEANING DUE TO RE-ROOFING PROJECT
7/6/2018	R19-00527	P19-00207	KELLY CLEANING & SUPPLIES	\$ 2,840.00	MTN VIEW CLEANING FROM CLASSROOM BEAUTIFICATION
7/17/2018	R19-00615	P19-00303	SALINAS & SONS ROOTER SERVICE	\$ 995.00	SSES STORM DRAIN CLEANING FOR PARKING LOT PROJECT
7/27/2018	R19-00683	P19-00384	SCOTT & SONS ELECTRIC	\$ 546.84	SINALOA ELECTRICAL CONDUIT REPAIR AT PARKING LOT
7/31/2018	R19-00707	P19-00412	ARDALAN CONSTRUCTION CO., INC.	\$ 13,355.00	RHS PARKING LOT LIGHTING REPAIRS FOR PAVING PH2
8/1/2018	R19-00724	P19-00419	SCOTT & SONS ELECTRIC	\$ 3,986.87	BERYLWOOD ELECTRIC REPAIRS
8/2/2018	R19-00729	P19-00420	ARDALAN CONSTRUCTION CO., INC.	\$ 1,880.00	BERYLWOOD SEWER/IRRIGATION REPAIR
8/8/2018	R19-00824	P19-00571	LIMASOL CONSTRUCTION, INC.	\$ 4,300.00	SSHS PAINTING
8/15/2018	R19-00932	P19-00607	MOVEGREEN INC.	\$ 2,186.25	KNOLLS 11 CLASSROOMS
8/15/2018	R19-00934		HUGHES GENERAL ENGINEERING	\$ 8,946.88	CRESTVIEW SAFETY & SITE CLEAN-UP FOR START OF SCHOOL
8/15/2018	R19-00938	P19-00707	LIMASOL CONSTRUCTION, INC.	\$ 4,500.00	RHS CLASSROOM PAINTING
8/20/2018	R19-01011	P19-00713	TECH WALL, INC.	\$ 6,289.00	KNOLLS TACKABLE WALL TREATMENTS
8/23/2018	R19-01088	P19-00736	LEE CONSTRUCTION COMPANY	\$ 2,600.00	ATHERWOOD STRIPING PLAYGROUND
8/23/2018	R19-01092	P19-00737	KELLY CLEANING & SUPPLIES	\$ 3,120.00	KNOLLS CLEANING
8/23/2018	R19-01100	P19-00739	SALINAS & SONS ROOTER SERVICE	\$ 895.00	SSHS DRAIN CLEANING FOR NEW HVAC CONDENSATE
7/16/2018	WIT19-00068	P19-00327	SCOTT & SONS ELECTRIC	\$ 4,428.22	KNOLLS ELECTRICAL FOR MIRROR MONITORS
8/7/2018	WIT19-00119	P19-00493	EMPIRE CABLING, INC.	\$ 2,116.99	SSHS DATA CABINET INSTALLATION
7/23/2018	WIT19-00094	P19-00592	IVS COMPUTER TECHNOLOGY	\$ 32,000.00	MPR AV SYSTEMS INSTALL @ \$2000 PER MPR
8/8/2018	WIT19-00122	P19-00508	EMPIRE CABLING, INC.	\$ 9,039.36	KNOLLS CONDUIT FOR DATA
Total Field Contracts from 6/14/18 - 8/23/18:				\$ 115,277.41	

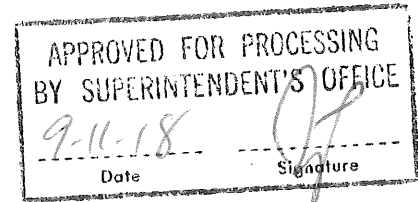


**TITLE: APPROVAL OF CHANGE ORDER NO. 1, KNOLLS ELEMENTARY SCHOOL NEW FLOORING PROJECT, BID NO. 18E31IBX317**

Business & Facilities  
Consent #10

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On June 26, 2018 the Board of Education ratified the award of Bid No. 18E31IBX317 to Reliable Floor Covering, Inc. in the amount of \$109,580.00 for flooring replacement at various classrooms at Knolls Elementary School.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" which describes the changes, their related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents a decrease to the original contract by (\$5,000.00) or -4.56%. The revised contract amount including Change Order No. 1, will be \$104,580.00.

This project is funded by Measure X.

**Recommendation:**

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

On a motion # 29 by Trustee Brouse, seconded by Trustee Daniel and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, Change Order No.1, for the Knolls Elementary School New Flooring Project, Bid No. 18E31IBX317.

Ayes: Brouse Daniel Miller LoBelle White Noes: 0 Absent: 0 Abstain: 0

**Knolls Elementary School New Flooring - 18E31IBX317 -  
Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (5,000.00)	
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ (5,000.00)</b>	

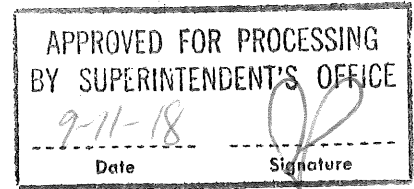
The original contract sum was:..... \$ 109,580.00  
 Change by previously authorized Change Order(s)..... \$ -  
 The contract sum prior to this change..... \$ 109,580.00  
 The contract sum will be increased by this Change Order by..... \$ (5,000.00) -4.56%  
 The new contract sum including this Change Order will be..... \$ 104,580.00  
 The contract days will be increased by..... 0 days  
 The date of completion as of the date of this Change Order therefore is..... 7/31/2018

**TITLE: AUTHORIZATION TO AWARD BID #19H31BX320, SIMI VALLEY HIGH SCHOOL ENTRY IMPROVEMENTS**

Business & Facilities  
Consent #11

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities



**Background Information**

Six bids were received on August 31, 2018 for Bid #19H31BX320, Simi Valley High School Entry Improvements. The recommended low bidder is indicated in bold type.

**Construction Company Name**

**Bid Amount**

Ardalan Construction Company, Inc.	\$608,000
Chalmers Construction Services, Inc.	\$592,000
<b>GMZ Engineering, Inc.</b>	<b>\$477,000</b>
Monet Construction	\$478,000
The Nazerian Group	\$588,123
United Construction & Landscape*	\$549,400

*\*For information only, not prequalified at time of bid.*

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

The total amount of this project \$477,000 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #19H31BX320, Simi Valley High School Entry Improvements, to GMZ Engineering, Inc. in the amount of \$477,000.

On a motion # 29 by Trustee Rough, seconded by Trustee Daniel and carried by a vote of 5 to 2, the Board of Education approved, by roll-call vote, award of the Simi Valley High School Entry Improvements to GMZ Engineering, Inc.

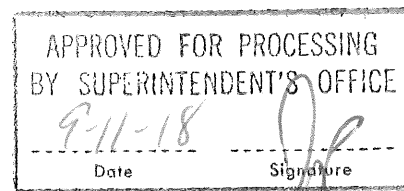
AYES: Daniel Moyle Smith LoBelle White NOES: 0 Absent: 5 Abstained: 0

**TITLE: APPROVAL OF AGREEMENT NO. A19.132 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KAMRAN AND COMPANY, INC. FOR FOOD SERVICE DESIGNS FOR UPGRADING THE SNACK BARS AT ROYAL HIGH SCHOOL AND SIMI VALLEY HIGH SCHOOL, AND FOR UPGRADING THE TEACHING KITCHEN AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #12

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

Upgrades to the snack bars at the gymnasiums at Royal High School and Simi Valley High School are needed. Upgrades to the Teaching Kitchen at Royal High School are also needed. The firm of Kamran and Company, Inc. can provide food service designs for the upgrades.

**Fiscal Analysis**

The total cost for these food services designs is \$7,000.00 as shown below and further described in attached Agreement No. A19.132 (Exhibit "A").

Food Services Design for the Gymnasium snack bar at Royal HS:	\$2,000.00
Food Services Design for the Teaching Kitchen at Royal HS:	\$3,000.00
Food Services Design for the Gymnasium snack bar at Simi Valley HS:	\$2,000.00
<b>Total:</b>	<b>\$7,000.00</b>

These services will be funded with C4 Bond Funds.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. A19.132 for food service designs for the gymnasium snack bars at Royal High School and Simi Valley High School, and the Teaching Kitchen at Royal High School with the firm of Kamran and Company, Inc.

On a motion # 29 by Trustee Blaylock, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A19.132 with Kamran and Company, Inc.

Ayes: Blaylock Daniels Smalley W. Kelly White Noes: 0 Absent: 0 Abstained: 0

INDEPENDENT CONTRACTOR AGREEMENT NO. A19.132  
for PROFESSIONAL SERVICES

This Agreement is made on the 28th day of August, 2018 between SIMI VALLEY UNIFIED SCHOOL DISTRICT, (Bond Management Office), 875 East Cochran Street, Simi Valley, California 93065, hereinafter referred to as "District," and KAMRAN AND COMPANY, INC., hereinafter referred to as "Independent Contractor."

To provide Food Service Designs for the following District schools/ facilities: Royal High School Snack Bar, Royal High School Teaching Kitchen, and Simi Valley High School Snack Bar.

WITNESSETH:

WHEREAS, District has established a need for certain professional services; and

WHEREAS, Independent Contractor has proposed to provide professional services for District,

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

- 1      **Employment of Independent Contractor:** District hereby agrees to engage Independent Contractor and Independent Contractor agrees to perform the services hereinafter set forth.
- 2      **Time of Performance:** This Agreement and all rights and duties created hereunder will commence on September 12, 2018, and terminate on or about December 12, 2018, unless terminated earlier as provided in this Agreement.
- 3      **Scope of Service:** Independent Contractor agrees to provide Food Service Designs for upgrading the Gymnasium snack bar (\$2,000.00) and Teaching Kitchen (\$3,000.00) at Royal High School and for upgrading the Gymnasium snack bar at Simi Valley High School (\$2,000.00), as further described on the attached proposals from Independent Contractor (Exhibits "1", "2", and "3") for a **Total Fixed Fee of Seven Thousand Dollars (\$7,000.00)**. Reimbursable expenses in excess of \$500 require the District's prior written authorization. Part VI Legal on Exhibits 1, 2, & 3 is hereby deleted and replaced by the terms and provisions of this Independent Contractor Agreement for Professional Services.
- 4      **Contacts for Responsibility:** The designated Technical Representative of District for purposes of administering this Agreement shall be Pedro Avila, Director of Facilities and Planning. The designated representative of Independent Contractor will be Kamran Amiri, Vice President.
- 5      **Compensation:** Compensation for Independent Contractor's services shall be in accordance with the Fees and Payment Schedule included in Exhibits 1, 2, & 3.
6.      **District Payment.** Within thirty (30) days of receipt of Independent Contractor's billing invoices, District will make payment to Independent Contractor of undisputed amounts due for Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Independent Contractor hereunder if Independent Contractor fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or

deducted being released after Independent Contractor has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

7. **Independent Contractor's Payments.** The Independent Contractor shall promptly pay its employees, sub-consultants, and others performing or providing Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Independent Contractor's payment to personnel providing or performing Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Services, the obligation for compliance rests solely with the Independent Contractor.
- 8 **Independent Contractor:** Independent Contractor, in performing services under this Agreement, shall be deemed an independent contractor and shall not act as, nor be, an agent or employee of District.
- 9 **Non-assignability:** This Agreement shall not be assigned by Independent Contractor and any attempt to do so shall be void and have no effect.
- 10 **Compliance:** As an independent contractor, Independent Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, and comply with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 11 **Termination of Agreement for Cause:** If either party shall fail to fulfill in timely and proper manner any material obligation under this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, said notice being given at least seven (7) days before the effective date of this termination. In that event, and at the option of the non-breaching party, all finished and unfinished documents, data, surveys, drawings, maps, models, photographs, reports and other materials prepared by Independent Contractor shall become the property of District and Independent Contractor shall be entitled to receive the pro rata share of the total compensation which is equal to any work satisfactorily completed.
- 12 **Termination for Convenience:** Either party may terminate the Agreement at any time by giving written notice, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished documents and other materials prepared by Independent Contractor and/or provided by District shall become the property of District. Independent Contractor shall be entitled to receive payment for all professional services satisfactorily rendered based on a pro rata share of the total compensation provided for in this Agreement.
- 13 **Publication, Reproduction and Use of Material:** Except as specifically authorized by District in writing, information and other data developed or acquired by or furnished to Independent Contractor in the performance of this Agreement shall be used only in connection with services provided to District.
- 14 **Prohibited Use of District's Name:** Independent Contractor shall not use Simi Valley Unified School District's name or logo in connection with this work or in any other manner without the prior written consent of District.
- 15 **Attorneys' Fees:** Both parties agree that should either party reasonably retain an attorney to enforce the

EXHIBIT "A"

terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs of corporate staff counsel.

16 **Indemnification:** Independent Contractor agrees to indemnify, defend and hold District harmless from any liability for any claim, loss, injury or death caused by or alleged to be caused by an act or omission of the Independent Contractor, its agents, employees, suppliers or invitees.

17 **Integrated Document:** This Agreement embodies the entire agreement between District and Independent Contractor for the scope of services and the terms and conditions. No verbal agreements or conversation with any officer, agent or employee of either party prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

18 **Severability of Provisions:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

19 **Controlling Provisions:** In the case of an inconsistency between the provisions of this Agreement and any Schedule, Exhibit, or Addendum attached hereto, the terms of this Agreement shall govern.

20 **Amendments:** This Agreement may be amended at any time by mutual written agreement of the parties hereto.

21 **Applicable Law:** This agreement shall be governed by California law.

22 **Insurance:** Independent Contractor shall obtain and maintain the following insurance coverage:

Workers Compensation	Per applicable law
Employer's Liability	\$1,000,000
Commercial General Liability (including motor vehicle liability)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

In witness whereof, District and Independent Contractor have executed this Agreement as of the date first written above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

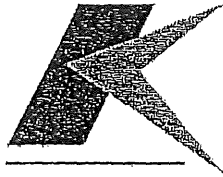
Dated: \_\_\_\_\_

KAMRAN AND COMPANY, INC.

By \_\_\_\_\_  
Kamran Amiri, Vice President

Dated: 8/28/18

## Exhibit 1



**KAMRAN AND COMPANY, INC.**  
 FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BÉ NV: 52465 C21A NV: 42022 C26A

## DESIGN SERVICES CONTRACT

This document shall serve as an instrument of contract for Design Services between Kamran and Company, Inc., hereinafter referred to as the Designers, and: Simi Valley USD hereinafter referred to as the Client. This contract is made on August 27, 2018 by and between the Designer and the Client, in the City of Santa Barbara, County of Santa Barbara, California.

The Designers declare that they are not Architects and/or Engineers, and the additional services of a licensed Architect or Engineer may be required, as deemed by jurisdiction authorities, to complete the project. If so required, said services shall be contracted by the client under separate document.

### DESIGNERS SERVICES: FOOD SERVICE DESIGN

SITE NAME/LOCATION: Simi Valley USD – Royal HS Snack Bar

#### I. SERVICES TO BE PERFORMED

Client hereby authorizes Kamran and Company, Inc. to proceed with the preparation and completion of the services designated below:

##### A. *Space Allocation Evaluation*

Note: This stage in the planning process must be completed before any of the following services can be performed.

##### B. *Basic Floor Plan*

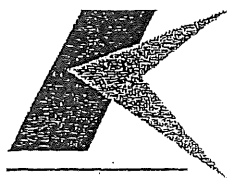
##### C. *Food Service Equipment*

1. Equipment Schedule
2. Electrical Rough-In Coordination Plan
3. Plumbing and Mechanical Rough-In Coordination Plan
4. Written Specifications and Cut Sheets
5. Building Conditions and Wall Backing Plan
6. Health Department Submittal Package/Plan Check Corrections

#### II. CONSULTATION WITH CLIENT

Kamran and Company, Inc. will consult with client regarding all services to be performed as specified in Paragraph I and will complete same with reasonable time.





**KAMRAN AND COMPANY, INC.**  
FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

### III. FEES AND PAYMENT SCHEDULE

As compensation for the services authorized in Paragraph I, client agrees to pay 2,000.00 with the signing of this agreement. The payment schedule is as follows:

50% Down Payment:..... \$1,000

\*Completion of Services C. 1-6 of Paragraph I..... \$1,000

(Service Fee includes a maximum of 2 site visits)

50% Down Payment is due upon execution of the contract. All other fees are due within 10 days of invoice. Payment must be received before release of any documents to client. Failure to execute payment may be cause to issue a Stop Work Notice until such fees are received by the Designers.

Plan check fees and submission of for permit is not included and will be by the client.

It is understood that Kamran and Company, Inc. (Designer) will have "First Right of Refusal" on the "Furnish and Installation Phase" of this project.

### REIMBURSEMENTS

The Client shall reimburse the Designers, within 10 days of the invoice, the following project-related costs:

1. All printing of plans, specifications and brochures at cost plus 20% handling charge.
2. Airline travel, auto rental, taxi, parking, etc as it may apply.
3. Overnight lodging and meal expense as it may apply.
4. Any special delivery charges required as it may apply.
5. Automobile expenses up to 100 miles radius of the Designer's office are included for the first two (2) trips only. Any mile(s) beyond the first 100 miles to be reimbursed 50 cents per mile. Any additional trips will be reimbursed for all miles and travel expenses by client.

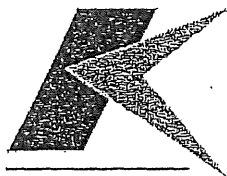
### IV. ADDITIONAL ELECTIVE SERVICES – Post Bid/Project Coordination

- A. Check and approve shop drawings and brochures.
- B. Assist in conflict resolutions.
- C. Perform shop inspections (if required).

*Additional Fee: (IF SERVICES REQUIRED BY CLIENT).....\$125.00 per hour.*

### V. CONTRACT RESTRICTIONS

1. Any changes to plans or specifications, except as required by Health Department after completion of Paragraph I, shall be charged at a rate of \$125.00 per hour plus expenses.



**KAMRAN AND COMPANY, INC.**  
FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

2. Requested attendance of special meetings, i.e., public hearings, legal assistance, before and/or after a project, and/or extraordinary attendance request from the Architect and/or the General Contractor shall be charges at a rate of \$125.00 per hour plus expenses.

VI. LEGAL

1. It is further agreed upon by Client and Designers that in the event litigation is necessary to enforce this Contract Agreement or portions thereof, the prevailing party shall recover reasonable attorney's fees incurred.

The Client acknowledges and completely understands the conditions and covenants of this contract, and agrees to abide by all that is written. Any changes, additions or deletions to this Contract must be approved and agreed upon in writing by both Client and Designers.

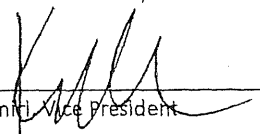
Trusting this Contract meets with your approval; and with your signature of acceptance and receipt of deposit, Designers shall commence work on you project.

VII. CREDITS

DESIGN FEE WILL BE 75% REFUNDED WITH PURCHASE OF EQUIPMENT PACKAGE FROM KAMRAN AND COMPANY, INC. 75% CREDIT TOWARD PURCHASE

AGREED AND ACCEPTED BY:

KAMRAN AND COMPANY, INC.

  
Kamran Amir, Vice President

DATE: \_\_\_\_\_

AGREED AND ACCEPTED BY:

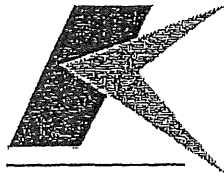
\_\_\_\_\_

DATE: \_\_\_\_\_

(Print Name and Title)

FOR: \_\_\_\_\_

## Exhibit 2



**KAMRAN AND COMPANY, INC.**  
**FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR**

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

## DESIGN SERVICES CONTRACT

This document shall serve as an instrument of contract for Design Services between Kamran and Company, Inc., hereinafter referred to as the Designers, and: Simi Valley USD hereinafter referred to as the Client. This contract is made on August 27, 2018 by and between the Designer and the Client, in the City of Santa Barbara, County of Santa Barbara, California.

The Designers declare that they are not Architects and/or Engineers, and the additional services of a licensed Architect or Engineer may be required, as deemed by jurisdiction authorities, to complete the project. If so required, said services shall be contracted by the client under separate document.

### DESIGNERS SERVICES: FOOD SERVICE DESIGN

SITE NAME/LOCATION: Simi Valley USD – Royal HS Teaching Kitchen

#### I. SERVICES TO BE PERFORMED

Client hereby authorizes Kamran and Company, Inc. to proceed with the preparation and completion of the services designated below:

##### A. *Space Allocation Evaluation*

Note: This stage in the planning process must be completed before any of the following services can be performed.

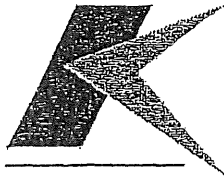
##### B. *Basic Floor Plan*

##### C. *Food Service Equipment*

1. Equipment Schedule
2. Electrical Rough-In Coordination Plan
3. Plumbing and Mechanical Rough-In Coordination Plan
4. Written Specifications and Cut Sheets
5. Building Conditions and Wall Backing Plan
6. Health Department Submittal Package/Plan Check Corrections

#### II. CONSULTATION WITH CLIENT

Kamran and Company, Inc. will consult with client regarding all services to be performed as specified in Paragraph I and will complete same with reasonable time.



**KAMRAN AND COMPANY, INC.**  
**FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR**

CA: 687988 B D34 CA: 680904 C88 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

### III. FEES AND PAYMENT SCHEDULE

As compensation for the services authorized in Paragraph I, client agrees to pay 3,000.00 with the signing of this agreement. The payment schedule is as follows:

50% Down Payment:..... \$1,500  
 \*Completion of Services C. 1-6 of Paragraph I..... \$1,500  
 (Service Fee Includes a maximum of 2 site visits)

50% Down Payment is due upon execution of the contract. All other fees are due within 10 days of invoice. Payment must be received before release of any documents to client. Failure to execute payment may be cause to issue a Stop Work Notice until such fees are received by the Designers.

Plan check fees and submission of for permit is not included and will be by the client.

It is understood that Kamran and Company, Inc. (Designer) will have "First Right of Refusal" on the "Furnish and Installation Phase" of this project.

### REIMBURSEMENTS

The Client shall reimburse the Designers, within 10 days of the invoice, the following project-related costs:

1. All printing of plans, specifications and brochures at cost plus 20% handling charge.
2. Airline travel, auto rental, taxi, parking, etc as it may apply.
3. Overnight lodging and meal expense as it may apply.
4. Any special delivery charges required as it may apply.
5. Automobile expenses up to 100 miles radius of the Designer's office are included for the first two (2) trips only. Any mile(s) beyond the first 100 miles to be reimbursed 50 cents per mile. Any additional trips will be reimbursed for all miles and travel expenses by client.

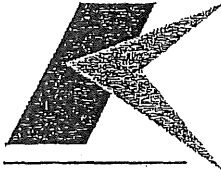
### IV. ADDITIONAL ELECTIVE SERVICES – Post Bid/Project Coordination

- A. Check and approve shop drawings and brochures.
- B. Assist in conflict resolutions.
- C. Perform shop inspections (if required).

*Additional Fee: (IF SERVICES REQUIRED BY CLIENT).....\$125.00 per hour.*

### V. CONTRACT RESTRICTIONS

1. Any changes to plans or specifications, except as required by Health Department after completion of Paragraph I, shall be charged at a rate of \$125.00 per hour plus expenses.



**KAMRAN AND COMPANY, INC.**  
FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

2. Requested attendance of special meetings, i.e., public hearings, legal assistance, before and/or after a project, and/or extraordinary attendance request from the Architect and/or the General Contractor shall be charges at a rate of \$125.00 per hour plus expenses.

**VI. LEGAL**

1. It is further agreed upon by Client and Designers that in the event litigation is necessary to enforce this Contract Agreement or portions thereof, the prevailing party shall recover reasonable attorney's fees incurred.

The Client acknowledges and completely understands the conditions and covenants of this contract, and agrees to abide by all that is written. Any changes, additions or deletions to this Contract must be approved and agreed upon in writing by both Client and Designers.

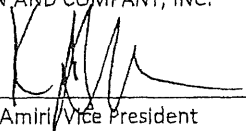
Trusting this Contract meets with your approval, and with your signature of acceptance and receipt of deposit, Designers shall commence work on you project.

**VII. CREDITS**

DESIGN FEE WILL BE 75% REFUNDED WITH PURCHASE OF EQUIPMENT PACKAGE FROM KAMRAN AND COMPANY, INC. 75% CREDIT TOWARD PURCHASE

AGREED AND ACCEPTED BY:

KAMRAN AND COMPANY, INC.

  
Kamran Amir, Vice President

DATE: \_\_\_\_\_

AGREED AND ACCEPTED BY:

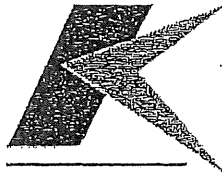
\_\_\_\_\_

DATE: \_\_\_\_\_

(Print Name and Title)

FOR: \_\_\_\_\_

Exhibit 3



**KAMRAN AND COMPANY, INC.**

FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C3B AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

**DESIGN SERVICES CONTRACT**

This document shall serve as an instrument of contract for Design Services between Kamran and Company, Inc., hereinafter referred to as the Designers, and Simi Valley USD hereinafter referred to as the Client. This contract is made on August 27th, 2018 by and between the Designer and the Client, in the City of Santa Barbara, County of Santa Barbara, California.

The Designers declare that they are not Architects and/or Engineers, and the additional services of a licensed Architect or Engineer may be required, as deemed by jurisdiction authorities, to complete the project. If so required, said services shall be contracted by the client under separate document.

**DESIGNERS SERVICES: FOOD SERVICE DESIGN**

**SITE NAME/LOCATION:** Simi Valley USD- Simi Valley HS Snack Bar

**I. SERVICES TO BE PERFORMED**

Client hereby authorizes Kamran and Company, Inc. to proceed with the preparation and completion of the services designated below:

**A. *Space Allocation Evaluation***

Note: This stage in the planning process must be completed before any of the following services can be performed.

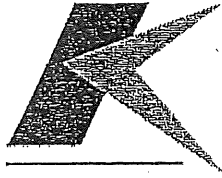
**B. *Basic Floor Plan***

**C. *Food Service Equipment***

1. Equipment Schedule
2. Electrical Rough-In Coordination Plan
3. Plumbing and Mechanical Rough-In Coordination Plan
4. Written Specifications and Cut Sheets
5. Building Conditions and Wall Backing Plan
6. Health Department Submittal Package/Plan Check Corrections

**II. CONSULTATION WITH CLIENT**

Kamran and Company, Inc. will consult with client regarding all services to be performed as specified in Paragraph I and will complete same with reasonable time.



**KAMRAN AND COMPANY, INC.**  
FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

**III. FEES AND PAYMENT SCHEDULE**

As compensation for the services authorized in Paragraph I, client agrees to pay 2,000.00 with the signing of this agreement. The payment schedule is as follows:

50% Down Payment:..... \$1,000  
\*Completion of Services C. 1-6 of Paragraph I..... \$1,000  
(Service Fee includes a maximum of 2 site visits)

50% Down Payment is due upon execution of the contract. All other fees are due within 10 days of invoice. Payment must be received before release of any documents to client. Failure to execute payment may be cause to issue a Stop Work Notice until such fees are received by the Designers.

Plan check fees and submission of for permit is not included and will be by the client.

It is understood that Kamran and Company, Inc. (Designer) will have "First Right of Refusal" on the "Furnish and Installation Phase" of this project.

**REIMBURSEMENTS**

The Client shall reimburse the Designers, within 10 days of the invoice, the following project-related costs:

1. All printing of plans, specifications and brochures at cost plus 20% handling charge.
2. Airline travel, auto rental, taxi, parking, etc as it may apply.
3. Overnight lodging and meal expense as it may apply.
4. Any special delivery charges required as it may apply.
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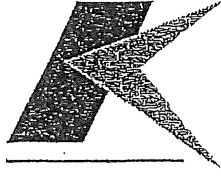
**IV. ADDITIONAL ELECTIVE SERVICES – Post Bid/Project Coordination**

- A. Check and approve shop drawings and brochures.
- B. Assist in conflict resolutions.
- C. Perform shop inspections (if required).

*Additional Fee: (IF SERVICES REQUIRED BY CLIENT).....\$125.00 per hour.*

**V. CONTRACT RESTRICTIONS**

1. Any changes to plans or specifications, except as required by Health Department after completion of Paragraph I, shall be charged at a rate of \$125.00 per hour plus expenses.



**KAMRAN AND COMPANY, INC.**  
FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 CA: 680904 C38 AZ: ROC112017 BE NV: 52465 C21A NV: 42022 C26A

2. Requested attendance of special meetings, i.e., public hearings, legal assistance, before and/or after a project, and/or extraordinary attendance request from the Architect and/or the General Contractor shall be charges at a rate of \$125.00 per hour plus expenses.

**VI. LEGAL**

1. It is further agreed upon by Client and Designers that in the event litigation is necessary to enforce this Contract Agreement or portions thereof, the prevailing party shall recover reasonable attorney's fees incurred.

The Client acknowledges and completely understands the condltions and covenants of this contract, and agrees to abide by all that is written. Any changes, additions or deletions to this Contract must be approved and agreed upon in writing by both Client and Designers.

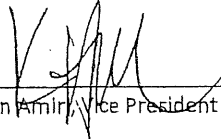
Trusting this Contract meets with your approval, and with your signature of acceptance and receipt of deposit, Designers shall commence work on you project.

**VII. CREDITS**

DESIGN FEE WILL BE 75% REFUNDED WITH PURCHASE OF EQUIPMENT PACKAGE FROM KAMRAN AND COMPANY, INC. 75% CREDIT TOWARD PURCHASE

AGREED AND ACCEPTED BY:

KAMRAN AND COMPANY, INC.

  
Kamran Amir, Vice President

DATE: \_\_\_\_\_

AGREED AND ACCEPTED BY:

\_\_\_\_\_

DATE: \_\_\_\_\_

(Print Name and Title)

FOR: \_\_\_\_\_

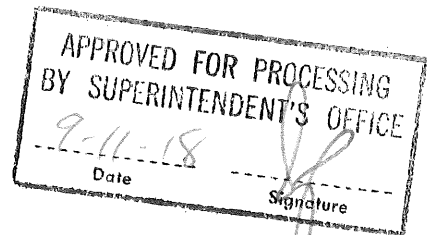


**TITLE:        RATIFICATION OF CHANGE ORDERS ISSUED UNDER BLANKET  
AUTHORIZATION FOR SUMMER CONSTRUCTION WORK**

Business & Facilities  
Consent #14

September 11, 2018  
Page 1 of 4

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On May 15, 2018 the Board of Education authorized the issuance of Change Orders which do not exceed the statutory limits set forth in Public Contract Code 20118.4 to the District's summer construction contracts under blanket authorization, for the period of June 27, 2018 to August 6, 2018. A total of nine (9) change orders were issued under this authorization.

**Fiscal Analysis**

Two (2) Change Orders were issued for projects funded with the Special Reserve Fund for 101 W. Cochran and seven (7) Change Orders were issued for projects funded by Measure X under the May 15, 2018 authorization for summer school construction project change orders. Attached is Exhibit "A", which describes the various changes, their related costs, their funding source, and the reason for the change orders. Additional information is available at the Bond Management Office.

**Recommendation**

It is recommended that the Board of Education authorize the Ratification of the nine (9) Summer 2018 Projects Contract Change Orders presented on attached Exhibit A.

On a motion # 29 by Trustee Blough, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, the nine (9) Change Orders issued under the Blanket Authorization for Summer Construction Project Change Orders.

Ayes: Blough Daniels LeBelle White Wright Noes: 0 Absent: 0 Abstained: 0

**EXHIBIT 1**  
**SUMMER 2018 PROJECTS CONTRACT CHANGE ORDERS UNDER BLANKET AUTHORIZATION**  
For the Period of June 27, 2018 – August 6, 2018

CO = Change Order

Project Title Bid No.	Contractor & Funding Source	BOE Award Date	Original Contract Amount	Change Order No.	Cumulative CO (Excludes this CO)	Amount of this CO	Revised Contract Amount	% Total Cumulative CO's (Includes this CO)	Comments
Atherwood E.S. Playground Paving Bid #18C20IBX295	Lee Construction Co. (Measure X)	4/17/18	\$92,987	1	0	\$9,000.00	\$101,987.00	9.68%	Replace sewer and water lines located beneath the playground.
Fencing at Simi Valley H.S. Bid #18B22IBX292	Iaurieta Fence Co., Inc. (Measure X)	3/20/18	\$97,887	1	0	(\$2,500.00)	\$95,387.00	-2.55%	Return balance of unused Allowance.
Hillside M.S. Kiln Enclosure Bid #18I28BX280	The Nazerian Group (Measure X)	10/17/17	\$194,123	1	0	(\$351.14.00)	\$193,771.86	-0.18%	Return balance of unused Allowance.

EXHIBIT "A"

HVAC Equipment Replacement at Berylwood E.S. Bid #17D26B268	United Mechanical Contractors (Measure X)	5/9/17	\$443,000	1	0	(\$1,915.65)	\$444,915.65	0.43%	Additional seismic anchorage, credit for conduits, and return balance of unused Allowance.
Santa Susana H.S. Bus Loop and Landscape Improvements Bid #18A4BX288	GMZ Engineering, Inc. (Measure X)	1/16/18	\$404,000	1	0	\$30,013.03	\$434,013.03	7.43%	Install striping & seal coat, new guard rail & skate board deterrents, additional electrical for site lighting, and return balance of unused Allowance.
Simi Valley H.S. New Parking Lot Bid #18J6BX281	Environmental Construction, Inc. (Measure X)	11/7/17	\$1,387,635	1	0	\$6,421.63	\$1,394,056.63	0.46%	Removal of additional soils for construction of new parking lot. Return balance of unused Allowance.
Sinaloa M.S. Monument Sign Bid #18C8IBX294	A. Bates GC, Inc. (Measure X)	4/17/18	\$87,000	1	0	\$7,800.00	\$94,800.00	8.97%	Remove and replace additional concrete pavement.
Fire Alarm Systems Replacement at 101 W. Cochran Bid #18K14F283	Scott and Sons Electric, Inc. (Special Reserve Fund for 101 W. Cochran)	11/7/17 & 12/12/17	\$152,000	1	0	(\$739.31)	\$151,260.69	-0.49%	Insurance credit and return balance of unused Allowance.

EXHIBIT "A"

HVAC Systems Replacement at 101 W. Cochran Bid #18K10F282	United Mechanical Contractors (Special Reserve Fund for 101 W. Cochran)	11/7/17 & 12/12/17	\$1,374,000	1	0	\$74,924.01	\$1,448,924.01	5.45%	Revisions to diffuser screens, fan powered boxes, grills, ductwork, roof curbs, fire and smoke damper actuators, and return balance of unused Allowance.
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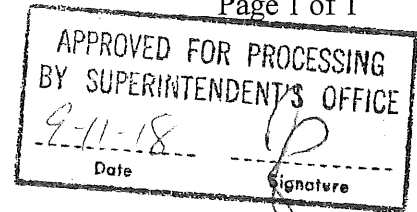
**TITLE: RATIFICATION OF AGREEMENT NO. A19.137 BETWEEN THE SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RAYMOND JAMES & ASSOCIATES, INC. – UNDERWRITER/PLACEMENT AGENT ENGAGEMENT AGREEMENT FOR ISSUANCE OF 2016 GENERAL OBLIGATION BONDS, FUTURE SERIES**

Business & Facilities  
Consent #15

September 11, 2018

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

The Simi Valley Unified School District desires to initiate proceedings for the issuance of future series of General Obligation Bonds pursuant to its November 8, 2016 general obligation bond authorization, which was approved by more than 55% of qualified voters for the purpose of financing education facilities improvements in the District. Raymond James Associates, Inc. will be retained to provide services in connection with the issuance of the Bonds which are to be performed within the framework of all relevant rules and regulations. Raymond James will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting the Bonds with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality.

**Fiscal Analysis**

The Issuer, from the Bond proceeds, will pay Raymond James' costs incurred in the performance of this Agreement. The fee for Raymond James' preparation and coordination of the sale of the Bonds shall be: \$3.00 per \$1,000.00 of Bonds sold. If Raymond James serves as the underwriter or placement agent, its fee shall be the same as above. The underwriting fee/placement agent fee is contingent on a successful sale of the Bonds and is payable from the proceeds of the Bonds. A copy of the agreement for services is attached.

**Recommendation**

It is recommended that the Board of Education ratify Agreement No. A19.137 between the Simi Valley Unified School District and Raymond James & Associates, Inc. -- Underwriter/Placement Agent engagement agreement for issuance of 2016 General Obligation Bonds future series.

On motion # 29 by Trustee Blos, seconded by Trustee Daniel, and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, Agreement No. A19.137 between Simi Valley Unified School District and Raymond James & Associates, Inc. -- Underwriter/Placement Agent engagement agreement for issuance of 2016 General Obligation Bonds future series.

Ayes: Blos  
Daniel  
Gruller  
LeBeau  
Wright Noes: 0 Absent: 0 Abstain: 0

## AGREEMENT FOR UNDERWRITER SERVICES

This document will serve as an underwriter services agreement (the "Agreement") between the Simi Valley Unified School District (the "District") and Raymond James & Associates, Inc. ("Raymond James" or the "Underwriter"). The District has identified specific capital projects for the purpose of improving the education opportunities for the students of the District (the "Financing"), which if approved by the registered voters of the District may result in the issuance of bonds with the caption, "General Obligation Bonds, Election of 2016, Series B C, D, E, etc." (the "Bonds"). The District deems it in its best interest to engage and retain the Underwriter, a qualified underwriting firm, as the District's sole managing underwriter for the Financing, whereby the Underwriter will provide underwriting services for the sale of general obligation bonds to be issued by the District.

During the term of this Agreement, in our capacity as Underwriter, Raymond James proposes to undertake certain activities, including, as appropriate, the following:

### Services to be Provided

- (a) Advising District as to the form and structure of the Bonds and prevailing interest rates and market conditions for comparable securities.
- (b) Assisting in the preparation of a Public Offering Memorandum or other applicable information and offering material (the "Memorandum"). Responsibility for the contents of such Memorandum shall be solely that of District and any issuer of the Bonds.
- (c) Reviewing all related Bond documents.
- (d) Managing, structuring, arranging for and participating in all discussions with nationally recognized rating agencies for obtaining ratings on the Bonds, if appropriate.
- (e) Assisting in presentations to potential issuers.
- (f) Marketing and underwriting the Bonds.
- (g) Submitting a Bond Purchase Contract for the purchase of the Bonds, subject to internal approvals as described below.

### Compensation

1) The Underwriter shall be engaged as the District's underwriter for a negotiated sale of the Bonds. As the District's underwriter, the Underwriter shall be paid in the form of a discount on each series of the Bonds sold and delivered. Compensation to the Underwriter is contingent on the issuance of the Bonds. If the bond election is unsuccessful or if the Bonds are never issued, no compensation is due to the Underwriter.

The underwriting commission will be determined based on the principal amount of each series of bonds according to the fee schedule below, inclusive of reasonable out-of-pocket expenses of the Underwriter:

Principal Amount	\$ / 1000 of Principal Amount	% of Principal Amount
Any	\$3.00	0.30%

2) The District will also be responsible for all fees, costs and expenses payable to third parties including by way of example but not limitation, District's and/or issuer's counsel, any other attorneys, bond counsel, auditors, feasibility consultants, printers, rating agencies and bond trustee. The Underwriter agrees to pay its out-of-pocket expenses, which shall include, but not be limited to, travel, delivery and similar charges and fees and expenses of underwriter's legal counsel.

### General Provisions

1) District hereby covenants and agrees that it will indemnify and hold harmless Raymond James, its parent and affiliates, and each of the foregoing entities' officers, directors, employees and agents (the "Raymond James Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the District, its representatives, employees or agents, or in any way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each of the Raymond James Indemnitees for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.

2) The District understands that the consummation of the transaction will be based upon, among other things, the truth, accuracy and completeness of the information included in the Memorandum or otherwise provided to Underwriter. The District agrees that all such information will be true, correct and complete, and that it will update such information during the course of the underwriting, as appropriate, and that all projections provided to Underwriter will have been prepared in good faith and based upon reasonable assumptions. The District acknowledges and agrees that Raymond James will rely upon such information and projections without independent verification. Any bond purchase agreement entered into between Raymond James and District will contain customary indemnification and contribution provisions to indemnify Raymond James and its affiliates and their officers, directors, employees and agents and any person controlling any of the foregoing.

3) District acknowledges and agrees that this Agreement does not constitute a guarantee by Raymond James to underwrite the Bonds. It is understood that Raymond James' obligations under this Agreement are to use reasonable efforts throughout the term of this Agreement to perform the services described herein. The District acknowledges and agrees that Raymond James is being retained to act solely as underwriter for the Bonds, and not as an agent or advisor, and that this Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of District or any other person or entity or to provide District or any other person with any assurances that the transaction will be consummated. Underwriter shall act as an independent contractor under this Agreement, and not in any other capacity, including as a fiduciary. Raymond James will enter into a definitive agreement to underwrite the Bonds if and only if the security, structure, disclosure and other aspects of the issue are satisfactory in all respects to Raymond James. Without limiting the generality of the foregoing, the approval of Raymond James management and its appropriate internal credit committee(s), based upon independent internal credit review and analysis of the Bonds and the Financing, will be required

for Raymond James to serve as investment banker and underwriter for the Bonds. District acknowledges and agrees that if either Raymond James management or the appropriate Raymond James internal credit committee does not approve such underwriting, Raymond James' obligations under this Agreement will terminate immediately, with no liability to Raymond James. Upon such termination District shall be obligated to pay any unreimbursed out-of-pocket expenses described above.

4) You should be aware that the Underwriter or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Underwriter may have, among other things, an economic interest. In addition, you should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the issuer and the underwriter and that the Underwriter has financial and other interests that differ from those of the issuer. Notwithstanding the foregoing, **the Underwriter will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to District.** The Underwriter is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Underwriter's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Underwriter's responsibilities to you.

5) This Agreement will become effective upon its acceptance by District and shall remain in effect until all general obligation bond financings contemplated by the District, pursuant to the above referenced voter authorization, are implemented, unless terminated by either party.

6) The District may terminate this Agreement with or without cause upon 30 days' written notice without liability to District except that Raymond James shall be entitled to the prompt payment of any unreimbursed out-of-pocket expenses described above as provided in paragraph 2 of the Compensation section above. District's indemnification obligation shall survive any termination of this Agreement.

7) No opinion or advice of Raymond James shall be reproduced, disseminated, quoted or referred to at any time without the prior written consent of Raymond James. Upon the completion of the financing, we will be entitled to advertise the transaction in publications and at times selected by us at our own expense.

8) No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party hereto.

9) Any dispute between the parties hereto concerning or arising under this Agreement shall be resolved by arbitration under the commercial arbitration rules of the American Arbitration Association. **TO THE FULLEST EXTENT ALLOWABLE UNDER THE LAW EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL IN RESOLVING ANY SUCH DISPUTE.**

We look forward to working with you and other members of your financing team on this important assignment.

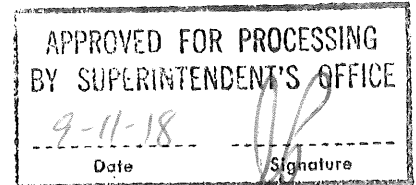


**TITLE: APPROVAL OF CHANGE ORDER NO. 1, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT KATHERINE ELEMENTARY SCHOOL, BID NO. 18D5BX298**

Business & Facilities  
Consent #24

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On April 17, 2018, the Board of Education authorized the award of Bid No. 18D5BX298 to Hughes General Engineering, Inc. in the amount of \$267,000.00 for security fencing and landscape improvements at Katherine Elementary School.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, their related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents a decrease to the original contract by (\$765.96) or -0.29%. The revised contract amount including Change Order No. 1 will be \$266,234.04.

This project is funded by Measure X Funds.

**Recommendation:**

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

On a motion # 29 by Trustee Blouge, seconded by Trustee Daniel and carried by a vote of 5 to 0, the Board of Education approved, by roll-call vote, Change Order No.1, for the Security Fencing & Landscape Improvements at Katherine Elementary School project, Bid No. 18D5BX298.

Ayes: Blouge Daniel Smoller LaBelle White Noes: 0 Absent: 0 Abstain: 0

**SECURITY FENCING and LANDSCAPE IMPROVEMENTS AT KATHERINE ELEMENTARY SCHOOL - 18D5BX298**  
**Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (765.96)	
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ (765.96)</b>	

The original contract sum was:..... \$ 267,000.00

Change by previously authorized Change Order(s)..... \$ -

The contract sum prior to this change..... \$ 267,000.00

The contract sum will be increased by this Change Order by..... \$ (765.96) -0.29%

The new contract sum including this Change Order will be..... \$ 266,234.04

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

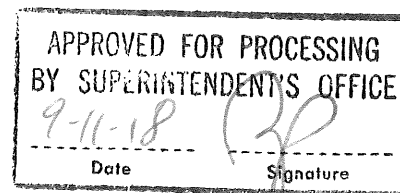
The date of completion as of the date of this Change Order therefore is..... 8/7/2018

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, 2018 PAVING PHASE I, BID NO. 18E2BX302**

Business & Facilities  
Consent #25

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On May 15, 2018, the Board of Education authorized the award of Bid No. 18E2BX302 to PaveWest Inc. in the amount of \$523,160.00 for asphalt paving work at various school sites.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, their related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents a decrease to the original contract by (\$50,000.00) or -9.56%. The revised contract amount including Change Order No. 1 will be \$473,160.00.

This project is funded by Measure X Funds.

**Recommendation:**

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

On a motion # 29 by Trustee Stouffer, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No.1, for the 2018 Paving Phase I project, Bid No. 18E2BX302.

Ayes: Stouffer  
Daniels  
Smoller  
LeBelle  
White Noes: 0 Absent: 0 Abstain: 0

**2018 Paving Phase I -18E2BX302  
Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (50,000.00)	
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ (50,000.00)</b>	

The original contract sum was:..... \$ 523,160.00

Change by previously authorized Change Order(s)..... \$ -

The contract sum prior to this change..... \$ 523,160.00

The contract sum will be increased by this Change Order by..... \$ (50,000.00) -9.56%

The new contract sum including this Change Order will be..... \$ 473,160.00

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

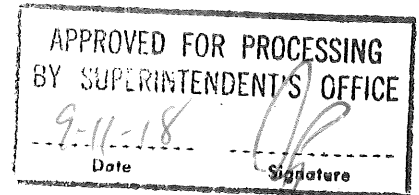
The date of completion as of the date of this Change Order therefore is..... 8/2/2018

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, 2018 PAVING PHASE II, BID NO. 18E3BX303**

Business & Facilities  
Consent #26

September 11, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

On May 15, 2018, the Board of Education authorized the award of Bid No. 18E3BX303 to Universal Asphalt Co. Inc. in the amount of \$540,000.00 for asphalt paving work at various school sites.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, their related costs, and justification for Change Order No. 1.

**Fiscal Analysis**

Change Order No. 1 represents a decrease to the original contract by (\$42,510.00) or -7.87%. The revised contract amount including Change Order No. 1 will be \$497,490.00.

This project is funded by Measure X Funds.

**Recommendation:**

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

On a motion # 24 by Trustee Borge, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No.1, for the 2018 Paving Phase II project, Bid No. 18E3BX303.

Ayes: Borge Daniels Snodgrass LaBella White Noes: 0 Absent: 0 Abstain: 0

**2018 Paving Phase II -18E3BX303  
Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (42,510.00)	
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ (42,510.00)</b>	

The original contract sum was:..... \$ 540,000.00  
 Change by previously authorized Change Order(s)..... \$ -  
 The contract sum prior to this change..... \$ 540,000.00  
 The contract sum will be increased by this Change Order by..... \$ (42,510.00) -7.87%  
 The new contract sum including this Change Order will be..... \$ 497,490.00  
 The contract days will be increased by..... 0 days  
 The date of completion as of the date of this Change Order therefore is..... 8/2/2018