

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, HVAC EQUIPMENT REPLACEMENT AT ATHERWOOD ELEMENTARY SCHOOL BUILDING NO. 5 AND APOLLO HIGH SCHOOL BUILDING NO. C1 AND C2, BID NO. 18D20BX306**

Business & Facilities  
Consent #3

October 2, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### **Background Information**

On May 3, 2018, the Board of Education authorized the award of Bid No. 18D20BX306 to Simco Mechanical Inc. in the amount of \$128,800.00 for removal and installation of HVAC equipment at Atherwood Elementary School and Apollo High 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 (\$22,425.95) or -17.41%. The revised contract amount including Change Order No. 1 will be \$106,374.05.

This project is funded by Measure X Funds.

### **Recommendation:**

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

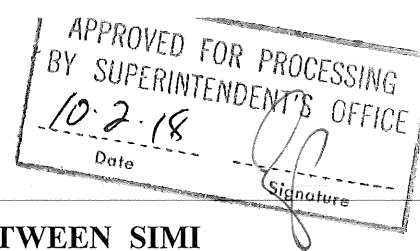
On a motion # 42 by Trustee Brough, seconded by Trustee Daniels and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No.1, for the HVAC Equipment Replacement at Atherwood E.S. Bldg. 5 & Apollo H.S. Bldg. C1 & C2, Bid No. 18D20BX306.

Ayes: Brough  
Daniels  
Emoller  
Forbelle  
White Noes: 0 Absent: 0 Abstain: 0

**HVAC EQUIPMENT REPLACEMENT AT ATHERWOOD E.S. BLDG. 5 APOLLO H.S. BLDG. C1 C2, BID # 18D20BX306**  
**Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
	Credit for unused Allowance	\$ (20,000.00)	
COP 1	Credit to not install 2 disconnect switches	\$ (1,370.25)	Not required
COP 2	Credit to not provide air balancing	\$ (1,055.70)	Not required
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ (22,425.95)</b>	

The original contract sum was:.....	\$	128,800.00
Change by previously authorized Change Order(s).....	\$	-
The contract sum prior to this change.....	\$	128,800.00
The contract sum will be increased by this Change Order by.....	\$	(22,425.95) -17.41%
The new contract sum including this Change Order will be.....	\$	106,374.05
The contract days will be increased by.....		0 days
The date of completion as of the date of this Change Order therefore is.....		7/30/2018



**TITLE: RATIFICATION OF AGREEMENT NO. A19.159 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ORION STRUCTURAL GROUP, INC. FOR STRUCTURAL EVALUATION OF PROPOSITION 39 HVAC UNIT INSTALLATIONS**

Business & Facilities  
Consent #4

October 2, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### **Background Information**

Structural evaluation of HVAC installations is required for the Phase 2 Proposition 39 rooftop installations. Orion Structural Group, Inc. can provide these services.

### **Fiscal Analysis**

The cost associated with Agreement No. A19.159 is an estimated fee of \$1,800.00. Said Agreement is attached as Exhibit "A". These structural engineering services will be funded with Measure X funds.

### **Recommendation**

This item is presented for Board of Education ratification.

On a motion # 42 by Trustee Blough, seconded by Trustee Daniel and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement A19.159 with Orion Structural Group, Inc. for structural evaluation of rooftop HVAC installations.

Ayes: Blough  
Daniel  
Smoller  
Whitely  
White Noes: 0 Absent: 0 Abstained: 0

PROJECT ASSIGNMENT AMENDMENT  
AGREEMENT A19.159

FOR STRUCTURAL EVALUATION OF PHASE 2 PROPOSITION 39 ROOFTOP HVAC  
INSTALLATIONS

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Orion Structural Group, Inc. ("Engineer") as of September 12, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A18.129 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Perform structural analysis of HVAC unit and adaptor curb installations for the Proposition 39 Phase 2 rooftop installations at Santa Susana High School and at Simi Valley High School.
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not applicable.
3. Assigned Project Basic Services. The Basic Services for the Assigned Project are:  
Review existing installations, design, and calculations.  
Review the DSA approved construction documents and compare to the actual installations.  
Review DSA files re approvals, construction phase reports, change documents, etc.  
Perform site observations/inspections.  
Provide assessment of: (i) existing design/installation seismic structural compliance/ acceptability for rooftop units, adaptor curbs, structural supports; (ii) any other units with similar conditions; and (ii) remedial measures.  
  
Communicate and correspond with the District, Project Inspector, SEOR, Trane, and DSA as necessary or required.
4. Assigned Project Schedule. The Engineer shall expeditiously proceed and make continued progress with the structural review, with a target completion date of September 30, 2018. The Engineer shall notify the District if additional time is needed.
5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is an estimated fee of One-Thousand Eight Hundred Dollars (\$1,800.00) per the attached E-mail dated September 11, 2018. Engineer shall notify the District in advance of exceeding the estimated fee.

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 Engineer have executed this PAA as of the date set forth above.

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT


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

  
Ron Todo

Title: Associate Superintendent  
Business & Facilities

"Engineer"  
Orion Structural Group, Inc.

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

 9/12/2018  
Will Lambert Job # 18838

Title: California Structural Engineer, License #5

Anthony Joseph

---

From: Will Lambert  
Sent: Tuesday, September 11, 2018 5:13 PM  
To: 'Anthony Joseph'  
Subject: RE: Request for Structural Engineering Proposal - Evaluation of Rooftop HVAC Installations at

Hi Tony,

Here is our proposed scope and fee. I don't have the documents below to start.

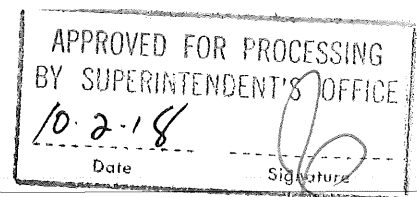
Scope (from below):

- Review existing installation design and calculations
- Review construction documents
- Review DSA files re approvals, construction phase reports, etc.
- Site observations/inspections
- Provide assessment of: (i) existing design/installation seismic structural compliance with 5 identified units; (ii) other units with similar conditions; and (ii) remedial measures.

Fee: \$1,800

Thanks,

Will Lambert, S.E., LEED® AP BD+C  
Orion Structural Group, Inc.  
223 E. Thousand Oaks Blvd., #304  
Thousand Oaks, CA 91360  
Direct: 805.390.9242  
[Will@OrionStructural.com](mailto:Will@OrionStructural.com)



**TITLE: RATIFICATION OF PURCHASE OF CHROMEBOOKS, CARTS, LICENSES AND INSTALLATION SERVICES**

Business & Facilities  
Consent #8

October 2, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District would like to purchase 250 Chromebooks using the Sourcewell/NJPA 100614 CDW Tech. Catalog Contract from CDW-G. These Chromebooks are for classroom and teacher use to be furnished to teachers completing Educational Services Department Digital Educator Institute (DEI) training. Carts, licenses, and installation services are also needed for the Chromebooks. The installation services will be provided by MJP Technologies, Inc.

**Fiscal Analysis**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
CDW-G	Chromebooks, carts, licenses, recycling fee, and tax. (Exhibit A)	\$88,319.50
MJP	White Glove Installation Services @ \$10/Chromebook (Exhibit A)	\$ 2,500.00
Total This Authorization:		\$90,819.50

These technology purchases will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve the purchase of 250 Chromebooks and associated carts, licenses, fees, and taxes using the Sourcewell/NJPA 100614 CDW Contract through CDW-G, and White Glove Installation Services from MJP Technologies, Inc. using Bid No. 16D29RFP243.

On a motion # 42 by Trustee Blaylock, seconded by Trustee Daniel and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, the purchase of 250 Chromebooks and associated carts, licenses, fees, and taxes using the Sourcewell/NJPA 100614 CDW Contract through CDW-G, and White Glove Installation Services from MJP Technologies, Inc. using Bid No. 16D29RFP243.

Ayes: Blaylock Daniel Smith Looney White Noes: 0 Absent: 0 Abstained: 0

**QUOTE CONFIRMATION**

DEAR MISCHELLE RAY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KBWF061	9/6/2018	Z50 ACER C738	1258714	\$88,319.50

**IMPORTANT - PLEASE READ**

Fees applied to item(s): 4784238

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Acer Chromebook R 11 C738T-C7KD - 11.6" - Celeron N3060 - 4 GB RAM - 32 GB</u> Mfg. Part#: NX.G55AA.010 UNSPSC: 43211503 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	250	4784238	\$264.65	\$66,162.50
<u>Google Chrome Management Console License</u> Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: MARKET	250	3577022	\$25.00	\$6,250.00
<u>LocknCharge Carrier 40 Cart™ - Chromebook, Laptop, iPad, Tablet</u> Mfg. Part#: 10141 UNSPSC: 56101535 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	6	4593962	\$1,474.00	\$8,844.00
<b>RECYCLING FEE DETAILS</b>				
<b>RECYCLING FEE 4" TO LESS THAN 15"</b> Fee Applied to Item: 4784238	250	654809	\$5.00	\$1,250.00

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$81,256.50
<b>Billing Address:</b> SIMI VALLEY UNIFIED SCHOOL DISTRICT ATTN: ACCTS PAYABLE 101 W COCHRAN ST SIMI VALLEY, CA 93065-6217 Phone: (805) 306-4500 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>RECYCLING FEE</b>	\$1,250.00
	<b>SALES TAX</b>	\$5,813.00
	<b>GRAND TOTAL</b>	\$88,319.50
<b>DELIVER TO</b>	Please remit payments to:	
<b>Shipping Address:</b> SIMI VALLEY UNIFIED SCHOOL DISTRICT MISCHELLE RAY 3222 C BUNSEN AVENUE VENTURA, CA 93003 Phone: (805) 306-4500 <b>Shipping Method:</b>	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Business &amp; Facilities, Consent #8





Jason Abdalla

(866) 684-4533

jasoabd@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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TECHNOLOGIES, INC.

MJP Technologies, Inc  
6085 King Dr, Unit 102  
Ventura, CA 93003

EXHIBIT "A"

## MJP Estimate

Date: 9/11/2018

Estimate # 224822

Name / Address	Ship To		
Simi Valley Unified School District Philip Scrivano 101 W Cochran Street Simi Valley, CA 93065			
	P.O. #		
	Contact: Mischelle Ray		
Description	Qty	Cost	Total
Chromebook White Glove Service, per device (with cart)  -Unbox Device -Assemble Power Adapter -Power On Device -Configure WiFi information on Chromebook -Update to Latest Chrome Operating System -Add to Google Enterprise Management System -Test Device and Power Off -Add Asset Tag to Device (Asset Tag Provided by End User) -Wire Cart and Asset Tag Cart (Asset Tag Provided by End User) -Scan Serial Number into Spreadsheet that Corresponds with Asset Tag -Add Chromebooks to Carts -Deliver (or ship) to End User (ground floor)  *NOTE: Devices must be shipped here for White Glove Services: MJP Technologies, Inc 3036 Seaborg Ave, SUITE A Ventura, CA 93003  Device Make/Model: Acer Chromebook R11 Cart Make/Model: Lock n Charge Carrier 40 Cart	250	10.00	2,500.00
<b>Subtotal:</b> \$2,500.00		<b>Sales Tax: (7.25%)</b> \$0.00	
		<b>Total</b> \$2,500.00	
Quote Valid Until: 10/31/2018			
Estimate valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.			

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

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

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

Phone #: 805-981-9511 Fax #: 805-981-3775 E-mail: orders@mjp.net

Web Site: www.mjp.net  
Business & Facilities, Consent #8

APPROVED FOR PROCESSING  
BY SUPERINTENDENT'S OFFICE  
10.2.18  
Date Signature

**TITLE: RATIFICATION OF CONTRACT FOR RFP #18F19RFP318, TWO-WAY RADIO SYSTEM UPGRADE**

Business & Facilities  
Consent #14

October 2, 2018  
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

On June 5, 2018, the Board of Education Approved Action No. 1, authorizing upgrade of the District's two-way radio communication system through competitive negotiation under Public Contract Code section 20118.2, and delegating authority to Contract for Two-Way Radio System Upgrade under Education Code §17604.

On September 11, 2018, the Associate Superintendent of Business and Facilities entered into a contract with Applied Technology Group for the upgrade of the District's two-way radio communication system.

Two responses were received on June 28, 2018 for RFP No. 18F19RFP318, Two-Way Radio System Upgrade.

**Respondents**

**Applied Technology Group, Inc.**  
Commline Inc.

After evaluating both responses, Applied Technology Group, Inc. was chosen as the qualified respondent whose proposal meets the aforementioned evaluation criteria. The Contract is attached as Exhibit "A."

Additional information is available in the Bond Office.

On a motion # 42 by Trustee Blough, seconded by Trustee Daniel and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, the contract for RFP No. 18F19RFP318, Two-Way Radio System Upgrade.

AYES: Blough  
Daniel  
Grady  
LaBelle  
White NOES: 0 Absent: 0 Abstained: 0

**Fiscal Analysis**

The total amount of this project will be funded by Measure X Bond Funds:

Radio network design, radio procurement/installation, testing and training	\$ 1,161,758.71
5-Year Extended Warranty on Equipment <i>Payable in installments in Years 3 through 5</i>	\$ 37,755.58
Scheduled Maintenance <i>Payable in EQUAL installments in Years 1 through 5</i>	\$ 76,047.80
<b>GRAND TOTAL</b>	<b>\$1,275,562.09</b>

An additional amount of \$23,000 is estimated to cover the cost of payment and performance bonds.

**Recommendation**

It is recommended that the Board of Education ratify the contract for RFP No. 18F19RFP318, Two-Way Radio System Upgrade, in the amount of \$1,275,562.09.

RECEIVED

SEP 11 2018

Exhibit: *A*

Date: *10/2/2018* Consent # *14*

Simi Valley Unified School District

Bond Management Office

**CONTRACT FOR TWO-WAY RADIO SYSTEM UPGRADES  
AGREEMENT NO. A19.110**

This Contract for Two-Way Radio System Upgrades ("Agreement") is made this 11<sup>th</sup> day of September, 2018, in the City of Simi Valley, County of Ventura, State of California, by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district hereinafter "District" and **Applied Technology Group, Inc.** ("Contractor").

In consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

**1. The Work.** The Work under this Agreement consists of separate components described as the Two-Way Radio Upgrade and Post-Installation Support Services.

**1.1. Two-Way Radio Upgrade.** The Two-Way Radio Upgrade portion of the Work is referred to in this Agreement and other Contract Documents as "the Project." Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the obligations of the Contractor set forth in the Contract Documents (including without limitation, the General Requirements and General Conditions) in connection with the work commonly referred to as the Two-Way Radio System Upgrade ("Project"). The Project is further described in the Contractor's Two-Way Radio System Upgrade Preliminary Project Plan, dated August 28, 2018 and attached hereto as Exhibit 1 ("Contractor Preliminary Plan"), Packing Lists identifying various equipment and deliverables (Exhibits 3, 4, and 5), Hytera Pricing Assurance Program commitment letter (Exhibit 6), conceptual drawings for antenna and weather-head installations (Exhibits 7 and 8). If there are conflicts or inconsistencies between the Contractor Preliminary Plan and the Contract Documents, the Contract Documents shall govern and prevail. If there are additional or different work, labor, materials or services described in the Contractor Preliminary Plan from those described in the Contract Documents, the Contractor shall complete all such additional or different work, labor, materials or services without adjustment of the Contract Time or the Contract Price hereunder.

**1.2. Post-Installation Support.** Upon completion of the Project, the Contractor will provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete Post-Installation Support services described in the General Requirements and General Conditions (Exhibit 9).

**2. Project Contract Time.** The Contractor shall complete the Project in accordance with the Implementation Schedules attached hereto collectively as Exhibit 2, Parts A & B. The Contract Time shall commence upon the District's issuance of a Notice to Proceed (NTP). The District intends, but cannot assure that the NTP will be issued on September 30, 2018. Contractor shall complete the Work within **One-Hundred Ninety-Seven (197) Calendar Days**. Based on the NTP date of September 30, 2018 stated in the Implementation Schedules, Contractor shall complete the Project no later than April 15, 2019. The Contractor acknowledges and agrees that the Contractor shall be subject to Liquidated Damages set forth in the Contract Documents if the Contractor fails or refuses, for any reason, to achieve Project Final Completion within the Contract Time.

**PHASING OF THE WORK:**

The following Work shall be completed during the first One-Hundred Twenty (120) Calendar Days following the issuance of the Notice to Proceed (NTP):

- 1) FCC Licensing
- 2) Five site repeaters installations
- 3) Base station at District Transportation Facility

## 4) School bus radio installations

Contractor shall provide a CPM schedule which accounts for these high-priority activities, as well as all of the other activities required for completion of the Project within the above-stated Contract Time.

3. **Contract Price.**

- 3.1. **Project Contract Price.** The Project Contract Price is a fixed price lump sum of One Million One Hundred Sixty-One Thousand Seven Hundred Fifty-Eight Dollars and Seventy-One Cents (\$1,161,758.71). The District's disbursement of the Contract Price allocated to the various Components of the Project described below shall be in accordance with Page 7 of the Contractor Preliminary Plan. The Project Contract Price is broken down amongst the Components of the Project as follows:

Project Component	Contract Price Breakdown
Design Services	Twenty Thousand Eight Hundred Fifty Dollars (\$20,850.00)
Equipment Procurement and Installation (including hardware, software, applications, incidentals/accessories and software/applications licenses for five (5) years)	One Million Twenty-Three Thousand Seven Hundred Fifty-Six Dollars and Ninety-One Cents (\$1,023,756.91)
Five (5) years FCC License Fees	Ten Thousand Nine Hundred Twenty Dollars (\$10,920.00)
Equipment and Network Testing and Commissioning	Seventy-Six Thousand Seven Hundred Twenty-Two Dollars and Twenty Four Cents (\$76,722.24)
Training	Nine Thousand Five Hundred Nine Dollars and Fifty-Six Cents (\$9,509.56)
Spare Parts (General Requirements Paragraph 11.9.4)	Twenty Thousand Dollars (\$20,000.00)
<b>Project Contract Price Excluding Extended Warranty and Annual Maintenance</b>	One Million One Hundred Sixty-One Thousand Seven Hundred Fifty-Eight Dollars and Seventy-One Cents (\$1,161,758.71)

- 3.2. **Post-Installation Support Contract Price.** The Post-Installation Support Contract Price is broken down amongst the components of the Post-Installation Support Services as follows:

3.2.1. **Extended Warranty Contract Price.** The fixed price lump sum Contract Price for the Extended Warranty is Thirty-Seven Thousand Seven Hundred Fifty-Five Dollars and Fifty-Eight Cents (\$37,755.58) which is allocated each twelve (12) month period of the Extended Warranty Term as follows:

<b>Extended Warranty Period on Equipment</b>	<b>Annual Extended Warranty Contract Price</b>
Months thirteen (13) to twenty-four (24) after completion of the Project.	Provided by the manufacturer as part of the manufacturer's standard warranty (no cost).
Months twenty-five (25) to thirty-six (36) after completion of the Project and expiration of manufacturer's standard warranty.	Six Thousand Six Hundred Twenty-One Dollars and Five Cents (\$6,621.05)
Months thirty-nine (39) to forty-eight (48) after completion of the Project and expiration of manufacturer's standard warranty.	Twelve Thousand Two Hundred Fifty-Six Dollars and Seventy-Four Cents (\$12,256.74)
Months forty-nine (49) to sixty (60) after completion of the Project and expiration of manufacturer's standard warranty	Eighteen Thousand Eight Hundred Seventy-Eight Dollars and Seventy-Nine Cents (\$18,877.79)

The District's payments of the Extended Warranty Contract Price will be made in annual installments, commencing on the second (2nd) anniversary of the Final Completion date of the Project. Each installment of the Extended Warranty Contract Price will be in accordance with the foregoing.

### 3.2.2. Scheduled Maintenance Annual Charges

Annual charges for completing all scheduled maintenance requirements and recommendations of the original equipment manufacturer for all equipment incorporated into the Project:

<b>Year</b>	<b>Proposed Annual Lump Sum Charge for Scheduled Maintenance</b>
1	Fifteen Thousand Two-Hundred Nine Dollars and Fifty-Six Cents (\$15,209.56)
2	Fifteen Thousand Two-Hundred Nine Dollars and Fifty-Six Cents (\$15,209.56)
3	Fifteen Thousand Two-Hundred Nine Dollars and Fifty-Six Cents (\$15,209.56)
4	Fifteen Thousand Two-Hundred Nine Dollars and Fifty-Six Cents (\$15,209.56)
5	Fifteen Thousand Two-Hundred Nine Dollars and Fifty-Six Cents (\$15,209.56)

The District's payments of the Annual Lump Sum Charge for Scheduled Maintenance will be made in annual installments, commencing upon the Final Completion of the Project. Each installment of the Annual Lump Sum Charge for Scheduled Maintenance will be in accordance with the foregoing.

### 3.2.3. Repair Services

3.2.3.1. General. Payment for Repair Services will be made only if the District has specifically requested a Repair Service, and the Repair Service is not covered under Extended Warranty or Scheduled Maintenance. Upon receiving a request for Repair Services from the District, Contractor shall provide a not-to-exceed cost proposal for the

Repair Services, outlining the maximum projected costs for materials, labor, and incidentals, using the labor rates identified in the Shop and Field Rate Schedule (Exhibit 10). The District shall respond to the Contractor's not-to-exceed cost proposal with direction regarding whether or not to proceed with the Repair Services. No payment will be made by the District and no payment is due the Contractor for any Repair Service completed by the Contractor without prior direction or authorization of the District. The Contractor shall implement stringent billing practices for Repair Services, including separate service tickets or other written documentation of: (i) network equipment/radio equipment Repair Services requests; (ii) Contractor personnel providing Repair Services; (iii) time incurred to complete a Repair Service; (iv) replaced parts; and (v) detailed description of any other item or service for which payment is requested.

**3.2.3.2. Repair Services Billings.** Each separate request for Repair Services shall be subject to a separate Repair Services billing from the Contractor. Billings for Repair Services Charges must be received by the District within sixty (60) days of the date of completion of each Repair Service. Payment for Repair Services will be in accordance with the attached Shop and Field Rate Schedule (Exhibit 10), based on properly documented time necessary for the Contractor's personnel to complete a Repair Service request. In addition to payment for time of Repair Services personnel to complete a Repair Service, the Contractor will be paid for the costs for parts, materials and other similar items. Within thirty (30) days of the receipt of a Repair Service billing, the District will make payment of the undisputed portion thereof to the Contractor.

**4. Liquidated Damages.** If the Contractor fails to achieve Final Completion of the Project within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of **Liquidated Damages at the per diem rate of Two- Hundred Dollars (\$200) per Calendar Day** from expiration of the Contract Time until Final Completion is achieved.

**5. Insurance Policies Coverages.** The Contractor shall obtain and maintain policies of insurance conforming to the requirements set forth in the Contract Documents and in the minimum coverage amount for each such policy of insurance, as set forth below.

**5.1. Contractor Professional Liability Insurance.** The minimum coverage limit for the Contractor's Professional Liability insurance policy is One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

**5.2. Contractor and Subcontractor Insurance Minimum Coverage Limits.** The Contractor and all Subcontractors shall obtain and maintain the following minimum coverage limits for the following policies of insurance:

**5.2.1. Workers Compensation Insurance.** The minimum coverage limit of the Workers Compensation Insurance policy shall be in accordance with the Laws.

**5.2.2. Employers Liability Insurance.** The minimum coverage limit of the Employers Liability insurance policy shall be One Million Dollars (\$1,000,000).

**5.2.3. Commercial General Liability Insurance.** The minimum coverage limit of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

**6. Hours and Days of Work at the Site.** The Contractor's installation activities shall be limited to the hours of 7:00 A.M. and 5:00 P.M. Mondays through Fridays, excluding District holiday days. Saturday work will also be permitted when prearranged with the District.

**7. Notices.** Notices from the Contractor and the District to the other shall be addressed as follows:



If to the District:

Anthony Joseph, Bond Program Manager  
SIMI VALLEY UNIFIED SCHOOL DISTRICT  
101 W. Cochran Street  
Simi Valley, CA 93065

If to the Contractor:


Lori B. Barnes, President  
APPLIED TECHNOLOGY GROUP, INC.  
4440 Easton Dr.  
Bakersfield, CA 93309


8. **The Contract Documents.** The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents:

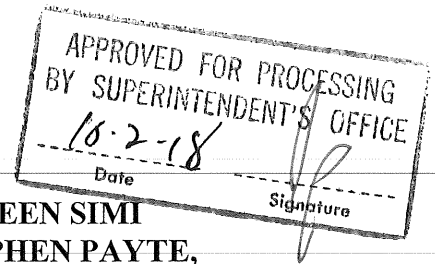
RFP  
RFP Response, including the Proposal and all other RFP Response materials  
Subcontractor's List  
Non-Collusion Affidavit  
Certification of Workers Compensation Insurance  
Drug-Free Workplace Certification  
Contract  
Exhibit 1 (Contractor Preliminary Project Plan)  
Exhibits 2A & 2B (Implementation Schedule)  
Exhibit 3 List of equipment and deliverables to be provided by Contractor  
Exhibit 4 List of equipment and deliverables to be provided by Contractor  
Exhibit 5 List of equipment and deliverables to be provided by Contractor  
Exhibit 6 Hytera Pricing Assurance letter  
Exhibit 7 Conceptual drawing for antenna installations  
Exhibit 8 Conceptual drawing for weather-head installations  
Exhibit 9 General Requirements and General Conditions  
Exhibit 10 Shop and Field Rate Schedule

9. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**District**  
**Simi Valley Unified School District**  
By:   
Ron Todo  
Title Associate Superintendent  
Business & Facilities

**Contractor**  
**Applied Technology Group, Inc.**  
By:   
Lori B. Barnes  
Title President



**TITLE: APPROVAL OF AGREEMENT NO. A19.169 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR SUPPLEMENTAL INSPECTION OF THE STRUCTURED CABLING PROJECT**

Business & Facilities  
Consent #16

October 2, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires additional inspection during the evenings when the construction work on the Structured Cabling Project is taking place at multiple school sites. The project currently has one inspector on this project, and evening work is taking place concurrently at multiple school sites. An additional inspector is needed, and can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

**Fiscal Analysis**

The total cost for these inspection services is an estimated amount of \$27,000.00 based on a billing rate of \$74 per hour for two to three hours of supplemental inspection per evening for the remaining duration of the project, as further described in attached Agreement No. A19.169 (Exhibit "A"). These services will be funded with Measure X Funds.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. A19.169 for supplemental evening inspection services for the Structured Cabling Project at multiple school sites throughout the District with the firm of Stephen Payte, DSA Inspections Inc.

On a motion # 42 by Trustee Blyskal, seconded by Trustee Donnells and carried by a vote of 3/0, the Board of Education approved, by roll-call-vote, Agreement No. A19.169 with Stephen Payte DSA Inspections, Inc.

Ayes: Blyskal Donnells Lowther Roberts White Noes: 0 Absent: 0 Abstained: 0

## PROJECT ASSIGNMENT AMENDMENT

## AGREEMENT A19.169

## 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 October 3, 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 the District for evening inspections on the **Structured Cabling 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 September 21, 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 evening 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 Twenty-Seven Thousand Dollars (\$27,000.00)** ("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 evening 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 approximately two-hundred fifty (250) remaining calendar days for the Contractor(s) to complete construction of the project ("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.

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 A19.169 FOR PROJECT INSPECTOR SERVICES  
PROJECT: Structured Cabling

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 (2 to 3 hours per evening)	\$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	

Exhibit 1

Proposal for Inspection Services

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

September 21, 2018

Proposal for Inspection Services for Non-DSA, supplemental inspection during the evenings of the Structured Cabling Project as described below:

(1) DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00/hr for the duration of the project, estimated to be 2-3 hours per night, 4 nights per week.

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



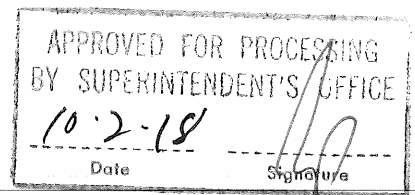
**STEPHEN PAYTE**  
DSA INSPECTIONS, INC.

**Stephen Payte DSA Inspections**

P.O. Box 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 AGREEMENT NO. A19.170 BETWEEN SIMI VALLEY  
UNIFIED SCHOOL DISTRICT AND LUNDGREN MANAGEMENT  
CORPORATION FOR CONSTRUCTION MANAGEMENT SERVICES  
FOR MEASURE X PROJECTS**

Business & Facilities  
Consent #17

October 2, 2018  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The Bond Management Office requires staff augmentation construction management services for Measure X projects for October, November, and December of 2018. These services will include management and closeout of current construction projects, constructability review of the plans for upcoming projects, and assistance with development of projects slated for construction during the summer of 2019. The firm of Lundgren Management Corporation can provide these services.

**Fiscal Analysis**

The total cost for these construction management services is \$66,513.00 based on a billing rate of \$127 per hour for this 3-month period. There would be no obligation to continue these services at the end of the 3-month period. These services are further described in attached Agreement No. A19.170 (Exhibit "A"), and will be funded with Measure X funds.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. A19.170 for construction management services with the firm of Lundgren Management Corporation.

On a motion # 42 by Trustee Bjorge, seconded by Trustee Daniels and carried by a vote of 570, the Board of Education approved, by roll-call-vote, Agreement No. A19.170 with Lundgren Management Corporation.

Ayes: Bjorge  
Daniels  
Smoller  
McBride  
Whittle Noes: 0 Absent: 0 Abstained: 0

BOARD 10/2/2018

## AGREEMENT A19.170

for

## CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is made as of the 3<sup>rd</sup> day of October, 2018,

between the District

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

and the Construction Manager:

Lundgren Management Corporation  
 25330 Citrus Street  
 Valencia, CA 91355

WHEREAS, from time to time the Board of Education undertakes public works projects ("Projects");

WHEREAS, in connection with these Projects, the District desires to obtain the services of construction management firms ("Construction Manager");

WHEREAS, the Construction Manager has represented to the District that the Construction Manager is duly qualified and capable of providing and performing the Construction Management Services ("CM Services") set forth herein, and is properly licensed for any portion of the CM Services for which a license is required under California law.

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

## 1 CM SERVICES:

Nature of Services. Construction Manager shall provide staff augmentation services for Measure X projects for the period beginning on October 3, 2018 through December 31, 2018. These services include management and closeout of current construction projects, constructability review of the plans and specifications for upcoming projects, and assistance with development of projects slated for construction during the summer of 2019, as further described on attached Exhibit "A".

1.1 Personnel. The Construction Manager shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the CM Services. Personnel identified by the Construction Manager for portions of the CM Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. CM shall provide the following personnel for the CM Services: David Pegg, Construction Manager.

1.2 Standard of Care. The CM Services shall be performed and provided by the Construction Manager: (a) using the Construction Manager's best skill and attention; (b) with due care and in

1

SIMI VALLEY UNIFIED SCHOOL DISTRICT  
 LUNDGREN MANAGEMENT CORP. CONSTRUCTION MANAGEMENT AGREEMENT A19.170



BOARD 10/2/2018

accordance with applicable standards of professional care; and, (c) in accordance with applicable laws, rules and regulations.

- 1.3. **Independent Contractor.** In providing services under this Agreement, the Construction Manager is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Construction Manager is authorized to act as an agent or representative of the District. The Construction Manager shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Construction Manager to act on behalf of the District.

## 2 CONTRACT PRICE.

- 2.1 **Compensation.** The District shall compensate the Construction Manager for CM Services on an hourly basis at the rate of One-Hundred Twenty-Seven Dollars (\$127.00) per hour not to exceed a total of Sixty-Six Thousand Five-Hundred Thirteen Dollars (\$66,513.00) over the 3-month term of this Agreement per the attached Proposal dated September 18, 2018 (Attachment I). Said compensation shall constitute the amount due from the District to the Construction Manager for the CM Services, including the Construction Manager's fee, personnel expenses, including all home office overhead, benefits and burdens, taxes, automobile expenses, and airfare for the Construction Manager, its employees and others providing any part of the CM Services, profit and administrative and overhead costs, including without limitation insurance, arising out of or associated with this Agreement.

- 2.2 **Payment to Construction Manager.** Within thirty (30) days after receipt of an invoice from the Construction Manager for its full, faithful, and timely provision of CM Services, the District will make payment to the Construction Manager of undisputed amounts. The District may withhold or deduct from amounts otherwise due the Construction Manager hereunder if Construction Manager fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted to be released after the Construction Manager has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

- 2.3 **Payments by Construction Manager.** The Construction Manager shall promptly pay its employees, consultants, and others performing or providing CM Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Construction Manager's payment to personnel providing or performing CM 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 CM Services the obligation for compliance rests solely with the Construction Manager.

## 3 INSURANCE; INDEMNITY

- 3.1 **Construction Manager Insurance.** At all times during performance of CM Services the Construction Manager shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.
- 3.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Construction Manager and consultants shall be as follows:
- |                      |                                   |
|----------------------|-----------------------------------|
| Workers Compensation | In accordance with applicable law |
|----------------------|-----------------------------------|

2

SIMI VALLEY UNIFIED SCHOOL DISTRICT

LUNDGREN MANAGEMENT CORP. CONSTRUCTION MANAGEMENT AGREEMENT A19.170

BOARD 10/2/2018

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

Consultant shall provide Additional Insured Endorsements as required by the District.

3.3 **Evidence of Insurance.** Construction Manager 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. All insurance policies required of Construction Manager hereunder shall name the District as an additional insured. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3.4 **Indemnity.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend, and hold harmless the other party and its employees and officers from any and all claims, demands, losses, responsibilities, or liabilities for: (i) injury or damages arising out of the negligent or willful acts or omissions of that party; and, (ii) injury or damage arising out of that party's breach of this Agreement.

4 **Term.** The term of this Agreement begins on October 3, 2018 and ends on December 31, 2018.

#### —5— **TERMINATION; SUSPENSION**

5.1 **Termination for Default.** Either party may terminate this Agreement upon seven (7) days advance written notice to the other party if there is a default by the other party in its performance of a material obligation hereunder and such default in performance is not caused by the party initiating the termination, and if such default is not cured within such seven (7) day period.

5.2 **District Right to Suspend.** The District may, in its discretion, suspend all or any part of the CM Services hereunder.

5.3 **District Termination for Convenience.** The District may, at any time, upon seven (7) days written notice to the Construction Manager terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Construction Manager. In such event, the District shall make payment of compensation to the Construction Manager for CM Services completed through the date of termination. Except as set forth in this paragraph, the Construction Manager shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

5.4 **Construction Manager Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Construction Manager shall within five (5) days assemble and deliver to the District all work product, instruments of service, and other items of a tangible nature prepared by or on behalf of the Construction Manager under this Agreement.

3

SMD VALLEY UNIFIED SCHOOL DISTRICT

LUNDGREN MANAGEMENT CORP. CONSTRUCTION MANAGEMENT AGREEMENT A19.170

BOARD 10/2/2018

## 6 MISCELLANEOUS

6.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Construction Manager. 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.

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

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

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

and the Construction Manager:

Lundgren Management Corporation  
26330 Citrus Street  
Valencia, CA 91355  
Attn: Shawn Fonder, Vice President Program & Client Services

6.4 **Cumulative Rights.** 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 one party shall be deemed a waiver of any right or remedy afforded hereunder or acquiescence or approval of any breach or default of the other party.

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

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

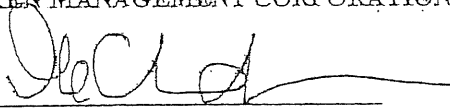
BOARD 10/2/2018

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CONSTRUCTION MANAGER  
LUNDGREN MANAGEMENT CORPORATION

By:   
Dale Lundgren  
President, Lundgren Management Corporation

BOARD 10/2/2018

## Exhibit "A"

The Construction Manager shall provide on-site staff augmentation for Measure X projects. The Construction Manager shall be stationed at the Bond Management Field Office located at Simi Elementary School, or at the District's new headquarters building located at 101 W. Cochran Street, Simi Valley California, as determined by the District. The Construction Manager shall interface on a daily basis with the District's Bond Program Manager, Bond Project Construction Manager, contractors, inspectors, architects & engineers, and District staff for coordination and management of the design, construction, closeout, and constructability review and planning for current and upcoming Measure X projects. Construction Manager shall notify the District in the event that the number of assigned projects are considered unacceptable to the Construction Manager, so that the District may re-allocate the work load, if necessary. The Construction Manager shall supply and pay all costs, fees, and licenses for his own laptop and other electronic communication devices as necessary for the Construction Manager's work. The Construction Manager shall also provide any necessary transportation to and from the District's sites. The Construction Manager has indicated that they are fit and fully capable to go up and down ladders and to walk on roofs to examine the work of the projects as necessary. The Construction Manager shall become familiar with the plans, specifications, & addenda for each assigned project. In the event that the Construction Manager determines a formal letter needs to be transmitted to a Contractor (or Architect / Engineer) on a project, the Construction Manager shall prepare a draft of the letter, for District review and action. The Construction Manager shall advise and report to Mr. Anthony Joseph, Bond Program Manager.



## Attachment 1

September 18, 2018

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

Reference: Extension of Professional CM Services (Staff Augmentation)

Dear Mr. Avila,

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

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

The attached proposal for extended Staff Augmentation Services shall be valid for a 3-month period, beginning on October 1, 2018 and ending on December 31, 2018. On behalf of the entire Lundgren team, we would like to thank you for the opportunity to present this proposal and look forward to continuing our services with the Simi Valley Unified School District.

Best regards,

Shawn Fonder  
 Vice President Program & Client Services  
 Lundgren Management Corporation

CC: Dale Lundgren, LM - President  
 Margaret Lundgren, LM - Vice President  
 Anthony Joseph - Bond Program Manager

Attach: Professional Project Management Services Fee Proposal dated 9/18/18



## Staff Augmentation Fee Proposal

## Simi Valley Unified School District

Professional Project Management Services - Extension (5)

September 18, 2018

Proposed Personnel	LM MO	LM NOV	LM DEC			Total Hours
David Pegg - Construction Manager	173	173	173			519
Miscellaneous Expenses	\$ 200	\$ 200	\$ 200			
	\$22,174	\$22,174	\$22,174	\$		

Billing Rate Schedule:Hourly Rate

Construction Manager	\$ 127	519	\$ 65,913
Reimbursable Expenses		LS	\$ 600

TOTAL AMOUNT: \$ 66,513.00

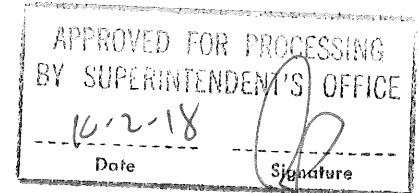
*\*Hourly Rates are Subject to Adjustment*

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, KNOLLS ELEMENTARY SCHOOL RENOVATIONS TO 11 CLASSROOMS, BID NO. 18E30IBX316**

Business & Facilities  
Consent #18

October 2, 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. 18E30IBX316 to Prime Painting Contractors Inc. in the amount of \$111,000.00 for renovations to classrooms at Knolls 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 \$7,450.00 or 6.71%. The revised contract amount including Change Order No. 1 will be \$118,450.00.

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 # 42 by Trustee Blouge, seconded by Trustee Danals and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Change Order No.1, for the Knolls Elementary School Renovations to 11 Classrooms, Bid No. 18E30IBX316.

Ayes: Blouge  
Danals  
Knolls  
White Noes: 0 Absent: 0 Abstain: 0



**KNOLLS ELEMENTARY SCHOOL RENOVATIONS TO 11 CLASSROOMS- BID # 18E30IBX316**  
**Change Order No. 1**

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP #2	Install wood moldings at existing cabinetry, additional demolition, waste disposal fees	\$ 7,450.00	District Request
<b>TOTAL OF CHANGE ORDER NO. 1</b>		<b>\$ 7,450.00</b>	

The original contract sum was:..... \$ 111,000.00  
 Change by previously authorized Change Order(s)..... \$ -  
 The contract sum prior to this change..... \$ 111,000.00  
 The contract sum will be increased by this Change Order by..... \$ 7,450.00 6.71%  
 The new contract sum including this Change Order will be..... \$ 118,450.00  
 The contract days will be increased by..... 0 days  
 The date of completion as of the date of this Change Order therefore is..... 8/8/2018

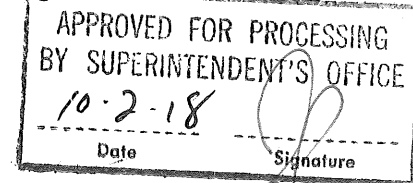
**TITLE: APPROVAL OF SOLE SOURCE PURCHASE OF DRAGONFLY MARQUEE SIGNS THROUGH MEASURE X FUNDING**

Business & Facilities  
Action #2

October 2, 2018

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities



**Background Information**

The District currently has Dragonfly brand marquee signs installed at nine school sites. Dragonfly's design incorporates interchangeable parts/modules, helping to reduce maintenance costs. Dragonfly signs utilize proprietary software that allows programming and communication from any web-based location.

In California, the exclusive distributor of Dragonfly Signs is PLL Enterprises. This relationship is documented in a letter provided by Dragonfly Signs, attached as "Exhibit A".

**Fiscal Analysis**

The range of pricing of Dragonfly signs previously purchased, including freight and sales tax, is from \$21,527.22 (Berylwood Elementary) to \$35,591.10 (Simi Institute). Additional expenditures were necessary for installation. It is anticipated that the remaining marquee signs and their installation will be funded with Measure X Bond funds.

**Recommendation**

It is the opinion of staff that the interchangeable parts/modules incorporated into the design of Dragonfly signs will continue to reduce maintenance costs. In addition, standardizing on Dragonfly signs eliminates the need for District staff to be trained in more than one programming and communication software. Both of these contribute to Dragonfly providing the District with a cost effective district-wide marquee sign solution.

Public Contract Code 3400(c)(2) permits districts to draft specifications for bids in connection with public works projects with specific products required when those products are to match other products in use on a particular public improvement project either completed or in the course of completion. The District has already completed the purchase and installation of Dragonfly signs at nine school sites.

With Dragonfly having an exclusive distributor arrangement in California with PLL Enterprises, staff is of the opinion that there is no advantage to going to bid.

It is recommended that the Board of Education approve the sole source purchase of Dragonfly marquee signs through PLL Enterprises as exclusive distributor, without advertising for bids.

On a motion # 48 by Trustee Daniels, seconded by Trustee Smoller, and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the sole source purchase of Dragonfly marquee signs.

Ayes: Blaylock  
Daniels  
Smoller  
Walters  
White Noes: 0 Absent: 0 Abstained: 0

# Dragon Signs

www.DragonFlySigns.com  
570.676.3454  
info@dragonflysigns.com

## PREMIUM DIGITAL SIGNAGE

Derrick Hoffman

Thank you for your continued business with Dragonfly Digital INC, we are very excited to maintain our working relationship!

PLL ENTERPRISES is still the sole authorized distributor of Dragonfly Digital equipment in the state of California.

Regarding "apples-to-apples" bidding, the utilization of our SM Infinity software is proprietary and exclusive only to approved equipment manufacturers (Dragonfly Digital). This point being important as your current signage operates with this software, and will grow and maintain control of any and all future equipment from any web-based location.

Remaining on the topic of competitive bidding, Dragonfly Digital INC is the sole manufacturer offering 7 year on-site parts AND labor warranty to all equipment, including your current signage.

Should your organization decide to upgrade your signage to a higher resolution, Dragonfly Digital utilizes uniform module technology; meaning we can upgrade each display module without uninstalling or replacing the current equipment.

Finally, we would like to assure you that we have supplied many school districts across the United States with our equipment and have achieved an exemplary satisfaction rate.

Please find references below:

Clear Creek Amana School District  
*Tiffin, IA*

Fremont Adult School  
*Fremont, CA*

Lane Public School  
*Lane, OK*

Williamsport Area High School  
*Williamsport, PA*

We welcome any and all future questions, and again thank you for your consideration - we strive only for your 100% satisfaction.

Sincerely,



Jayson DeCandis  
President / Owner

9/21/2018