

**TITLE: RATIFICATION OF AGREEMENT NOS. R20-01572 AND R20-01599
 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK
 SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT
 SERVICES**

Business & Facilities
Consent #4

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

On June 5, 2018 the Board of Education approved Ongoing Services Agreement A18.686 for hazardous materials consultant services with the firm of Clark Seif Clark, Inc. Services are needed for preparation of a pre-renovation report for the MPR renovation project at Simi Valley High School, and for the classroom renovation project at White Oak Elementary School.

Fiscal Analysis

The estimated costs for the hazardous materials consultant services agreements (Exhibits "A", and "B") with the firm of Clark Seif Clark, Inc. are listed below. The actual cost at each school site will be based on hazardous materials consultant services performed.

R20-01572 Simi Valley H.S. MPR Project (Exhibit "A"):	\$ 9,160
R20-01599 White Oak Elementary School (Exhibit "B"):	<u>\$ 6,625</u>
Total this authorization:	\$15,785

These services will be funded by Measure X.
Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement Nos. R20-01572 and R20-01599 with Clark Seif Clark, Inc.

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

**AGREEMENT NO. R20-01572
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of September 10, 2019.

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement A18.686 entitled Agreement for On-Going Hazardous Materials Consultant Services ("Agreement") generally establishing terms and conditions for the Hazardous Materials Consultant's services for Projects assigned by the District to the Hazardous Materials Consulting Firm for completion of Hazardous Materials Consultant Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Hazardous Materials Consultant Services to be completed by the Hazardous Materials Consulting Firm for the Assigned Project.

NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provide pre-construction Asbestos and Lead testing of building materials within the Multi-Purpose Building at Simi Valley High School. Provide other hazardous consultant services as needed for the proper demolition of the building.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:
Perform pre-construction testing as necessary to allow for proper handling and disposal of building materials containing Asbestos or lead, which may be impacted during the MPR renovation project. Provide a report containing results of the pre-construction assessment, and recommendations for proper handling of materials. Provide other Hazardous Materials Consultant work necessary for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated September 9, 2019.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Nine-Thousand One-Hundred Sixty Dollars (\$9,160.00) ("Assigned Project Contract Price")**. Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Forty (40) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and

EXHIBIT "A"

reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.

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.

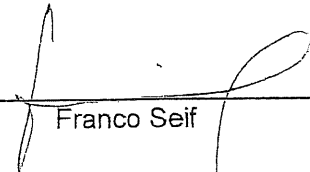
The District and Hazardous Materials Consulting Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By:  _____
Ron Todo

Title: Associate Superintendent
Business & Facilities

"Hazardous Materials Consulting Firm"
CLARK SEIF CLARK, INC.

By:  _____
Franco Seif

Title: President / CEO



Attachment 1
CLARK SEIF CLARK, INC.
 HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

9/9/2019

CSC Project No. 1028224

Simi Valley Unified School District
 Mr. Tony Joseph
 101 West Cochran Street
 Simi Valley, CA 93065

Re: Simi Valley High School
 5400 E. Cochran Street
 Simi Valley, CA 93063

Dear Mr. Joseph:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a limited bulk asbestos and lead-based paint survey at the above-referenced property. Per our communication with you via email on September 5 and 6, 2019, we have acquired the technical requirements for this fee proposal. It is our understanding that the multi-purpose building (MPR) is scheduled for renovation activities.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$9,160.00. CSC has not seen the subject site. The estimated cost is based on third party information, including the reports prepared by Criterion, and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

In order for CSC to proceed with this investigation, we require your written authorization. Please sign where indicated and return this proposal to us as soon as possible.

FEE PROPOSAL

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Principal	\$130.00/Hour	4	\$520.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	40	\$3520.00
Lead Inspector/Assessor	\$85.00/Hour	24	\$2040.00
CAD Services	\$80.00/Hour	16	\$1280.00
PLM Bulks - 24 Hr TAT	\$20.00/Sample	65	\$1300.00
Lead Wipe, Bulk or Air - 24 Hr TAT	\$20.00/Sample	25	\$500.00

Total Estimated Costs **\$9,160.00**

Project Name: Simi Valley High School
 Project Location: 5400 E. Cochran Street, Simi Valley CA
 CSC Project No.: 1028224
 Page 2 of 4

SCOPE OF WORK

The purpose of an asbestos-containing material (ACM) survey is to conduct an investigation of accessible suspect building materials using laboratory analysis of collected samples to determine the presence of ACM, and the provision of a report on the results. The ACM survey shall follow sampling guidelines as established in the Asbestos Hazard Emergency Response Act of 1986 (AHERA). This survey shall include the following:

- On-site visit;
- Identify homogeneous building areas/materials;
- Assess condition of suspect ACM;
- Conduct non-destructive bulk sampling as required;
- Perform PLM laboratory sample analysis;
- Identify ACM and record locations; and
- Provide written report of findings.

All asbestos-related services will be conducted by a Cal/OSHA-Certified Asbestos Consultant (CAC), and/or a Cal/OSHA-Certified Site Surveillance Technician (CSST) or AHERA-Certified Building Inspector under the direction of the CAC.

The purpose of a Lead-based paint (LBP) survey is to conduct a surface-by-surface investigation of painted surfaces using portable x-ray fluorescence (XRF) analyzers and/or laboratory analysis of paint chip samples to determine the presence of lead-based paint, and the provision of a report on the results. This survey shall include the following:

- On-site visit;
- Identify individual painted components;
- Test paint via XRF spectrum analyzer; and/or
- Collect/analyze paint chip samples as required;
- Identify LBP surfaces; and
- Provide written report of findings.

This LBP survey will be conducted by a California Department of Public Health (CDPH)-Certified Lead Inspector/Assessor. A CDPH-Certified Lead Project Designer shall develop the design of any LBP projects and/or interim control strategies.

TERMS & CONDITIONS

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting delinquent amount shall be paid by the client. In the event that the client requests termination of the work prior to completion of a report, Clark Seif Clark, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Clark Seif Clark, Inc. be made.

CSC Initial

Client Initial

Project Name: Simi Valley High School
Project Location: 5400 E. Cochran Street, Simi Valley CA
CSC Project No.: 1028224
Page 3 of 4

WARRANTY & LIABILITY

Clark Seif Clark Inc.'s services are performed, within the limits prescribed by its clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No warranty or representation, expressed or implied, is included or intended in its proposals, contracts, or reports.

Clark Seif Clark Inc.'s liability shall be limited to injury or loss caused by the negligence of Clark Seif Clark, Inc. and/or agents hereunder. Clark Seif Clark, Inc. has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at the site. Its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

CSC shall indemnify and hold harmless Owner and Client from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall be limited to claims resulting from CSC's performance of the Work as described in the scope of work of this Agreement and shall apply only to the extent that such claim or loss is caused by the negligent act or omission of CSC or its agents, employees, and/or subcontractors (if any). Owner and Client shall indemnify, defend and hold harmless CSC and its principals, officers, directors, agents, employees, and representatives from all damages, losses, or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, arising out of or in any way related to this Project, which are made or asserted against CSC or in which CSC is named as a party, and which do not result from the negligence or wrongful conduct of CSC. Notwithstanding the foregoing, nothing herein shall be construed to require either party to indemnify, defend or hold the other indemnified parties harmless from any claim to the extent arising from the sole negligence or willful misconduct of the indemnified parties. Each party's obligations hereunder shall survive the expiration or earlier termination of this Agreement until such time action against the other Indemnified Parties for all matters indemnified hereunder are fully barred by the applicable statutes of limitations.

Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,



Franco A. Seif, PE
Project Principal

CSC Initial

Client Initial

EXHIBIT "A"

Project Name: Simi Valley High School
Project Location: 5400 E. Cochran Street, Simi Valley CA
CSC Project No.: 1028224
Page 4 of 4

Approved by:

Agreed to on this _____ day of _____, 2019

By (signature): _____

Name (please print): _____

Company: _____

CSC Initial

Client Initial

**AGREEMENT NO. R20-01599
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of September 11, 2019.

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement A18.686 entitled Agreement for On-Going Hazardous Materials Consultant Services ("Agreement") generally establishing terms and conditions for the Hazardous Materials Consultant's services for Projects assigned by the District to the Hazardous Materials Consulting Firm for completion of Hazardous Materials Consultant Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Hazardous Materials Consultant Services to be completed by the Hazardous Materials Consulting Firm for the Assigned Project.

NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provide pre-construction Asbestos and Lead testing of building materials at White Oak Elementary School for renovation of 20 classrooms. Provide an Asbestos and Lead survey report for inclusion in the project manual for the classroom renovation project.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:
Perform pre-construction testing as necessary to allow for proper handling and disposal of building materials containing Asbestos or lead, which may be impacted during the classroom renovation project. Provide a report containing results of the pre-construction assessment, and recommendations for proper handling of materials. Provide other Hazardous Materials Consultant work necessary for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated September 10, 2019.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Six-Thousand Six-Hundred Twenty-Five Dollars (\$6,625.00)** ("**Assigned Project Contract Price**"). Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.
5. Term of PAA & Adjustment to Contract Price. The District has established Thirty-Five (35) calendar days as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and

EXHIBIT "B"

reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.

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.

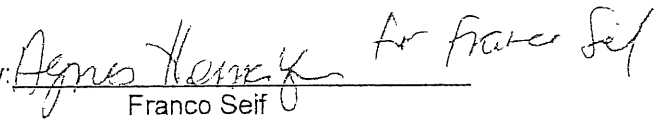
The District and Hazardous Materials Consulting Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By: 
Ron Todo

Title: Associate Superintendent
Business & Facilities

"Hazardous Materials Consulting Firm"
CLARK SEIF CLARK, INC.

By: 
Franco Seif

Title: President / CEO



Attachment 1
CLARK SEIF CLARK, INC.
 HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

9/10/2019

CSC Project No. 1028229

Simi Valley Unified School District
 Ms. Malihe Shokouhi
 101 West Cochran Street
 Simi Valley, CA 93065

Re: White Oak ES
 2201 Alscot Avenue
 Simi Valley, CA 93063

Dear Ms. Shokouhi:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a limited bulk asbestos and lead-based paint survey at the above-referenced property. Per our communication with you via email, we have acquired the technical requirements for this fee proposal. It is our understanding that the scope of work includes the "Removal of existing white board, tack boards, Installation of new white boards, tack boards, and paint for 20 classrooms which include two kindergarten classrooms. There will be occasional 2x4 ceiling panel replacement."

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$6,625.00. CSC has not seen the subject site. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

In order for CSC to proceed with this investigation, we require your written authorization. Please sign where indicated and return this proposal to us as soon as possible.

FEE PROPOSAL

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Principal	\$130.00/Hour	4	\$520.00
Certified Asbestos Consultant (CAC)	\$88.00/Hour	40	\$3520.00
PLM Bulks - 24 Hr TAT	\$20.00/Sample	50	\$1000.00
CAD Services & Drafting	\$80.00/Hour	16	\$1280.00
Clerical	\$65.00/Hour	1	\$65.00
Lead Wipe, Bulk or Air - 24 Hr TAT	\$20.00/Sample	12	\$240.00

Total Estimated Costs **\$6625.00**

Project Name: White Oak ES
Project Location: 2201 Alscot Avenue, Simi Valley CA
CSC Project No.: 1028229

Page 2 of 4

SCOPE OF WORK

The purpose of an asbestos-containing material (ACM) survey is to conduct an investigation of accessible suspect building materials using laboratory analysis of collected samples to determine the presence of ACM, and the provision of a report on the results. The ACM survey shall follow sampling guidelines as established in the Asbestos Hazard Emergency Response Act of 1986 (AHERA). This survey shall include the following:

- On-site visit;
- Identify homogeneous building areas/materials;
- Assess condition of suspect ACM;
- Conduct non-destructive bulk sampling as required;
- Perform PLM laboratory sample analysis;
- Identify ACM and record locations; and
- Provide written report of findings.

All asbestos-related services will be conducted by a Cal/OSHA-Certified Asbestos Consultant (CAC), and/or a Cal/OSHA-Certified Site Surveillance Technician (CSST) or AHERA-Certified Building Inspector under the direction of the CAC.

The purpose of a Lead-based paint (LBP) survey is to conduct a surface-by-surface investigation of painted surfaces using portable x-ray fluorescence (XRF) analyzers and/or laboratory analysis of paint chip samples to determine the presence of lead-based paint, and the provision of a report on the results. This survey shall include the following:

- On-site visit;
- Identify individual painted components;
- Collect/analyze paint chip samples as required;
- Identify LBP surfaces; and
- Provide written report of findings.

This LBP survey will be conducted by a California Department of Public Health (CDPH)-Certified Lead Inspector/Assessor. A CDPH-Certified Lead Project Designer shall develop the design of any LBP projects and/or interim control strategies.

TERMS & CONDITIONS

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting delinquent amount shall be paid by the client. In the event that the client requests termination of the work prior to completion of a report, Clark Seif Clark, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Clark Seif Clark, Inc. be made.

CSC Initial

Client Initial

EXHIBIT "B"

Project Name: White Oak ES
Project Location: 2201 Alscot Avenue, Simi Valley CA
CSC Project No.: 1028229

Page 3 of 4

WARRANTY & LIABILITY

Clark Seif Clark Inc.'s services are performed, within the limits prescribed by its clients, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. No warranty or representation, expressed or implied, is included or intended in its proposals, contracts, or reports.

Clark Seif Clark Inc.'s liability shall be limited to injury or loss caused by the negligence of Clark Seif Clark, Inc. and/or agents hereunder. Clark Seif Clark, Inc. has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at the site. Its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

CSC shall indemnify and hold harmless Owner and Client from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall be limited to claims resulting from CSC's performance of the Work as described in the scope of work of this Agreement and shall apply only to the extent that such claim or loss is caused by the negligent act or omission of CSC or its agents, employees, and/or subcontractors (if any). Owner and Client shall indemnify, defend and hold harmless CSC and its principals, officers, directors, agents, employees, and representatives from all damages, losses, or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, arising out of or in any way related to this Project, which are made or asserted against CSC or in which CSC is named as a party, and which do not result from the negligence or wrongful conduct of CSC. Notwithstanding the foregoing, nothing herein shall be construed to require either party to indemnify, defend or hold the other indemnified parties harmless from any claim to the extent arising from the sole negligence or willful misconduct of the indemnified parties. Each party's obligations hereunder shall survive the expiration or earlier termination of this Agreement until such time action against the other Indemnified Parties for all matters indemnified hereunder are fully barred by the applicable statutes of limitations.

Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,



Franco A. Seif, PE
Principal

Approved by:

CSC Initial

Client Initial

EXHIBIT "B"

Project Name: White Oak ES
Project Location: 2201 Alscot Avenue, Simi Valley CA
CSC Project No.: 1028229

Page 4 of 4

Agreed to on this _____ day of _____, 2019

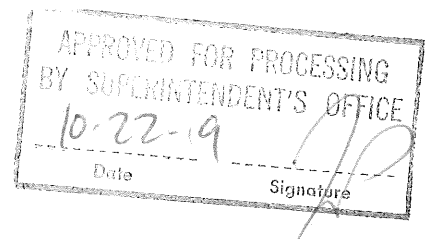
By (signature): _____

Name (please print): _____

Company: _____

CSC Initial

Client Initial



TITLE: RATIFICATION OF AGREEMENT NOS. R20-01685, R20-01689, AND R20-01690 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MOLLENHAUER GROUP CIVIL, INC. FOR AERIAL TOPOGRAPHIC SURVEYS

Business & Facilities
Consent #7

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education ratified Ongoing Services Agreement A17.322 for ongoing civil engineering services with the firm of Mollenhauer Group Civil, Inc. Civil engineering services are needed for preparation of aerial topographic surveys of Valley View Middle School, Hillside Middle School, and Santa Susana High School. These surveys will be used for the design of various improvements to each campus.

Fiscal Analysis

The cost for the aerial topographic surveys (Exhibits "A", "B", and "C") with the firm of Mollenhauer Group Civil, Inc. are as listed below:

Valley View Middle School	\$ 8,225.00
Hillside Middle School	\$ 8,125.00
Santa Susana High School	\$ 8,525.00
Total this authorization:	\$24,875.00

These services will be funded by Measure X. Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement Nos. R20-01685, R20-01689, and R20-01690 with Mollenhauer Group, Civil, Inc.

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

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R20-01685**

AERIAL TOPOGRAPHIC SURVEY OF VALLEY VIEW MIDDLE SCHOOL

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on September 16, 2019.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 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:

Aerial Topographic Survey of Valley View Middle School as further described in the attached Proposal from Engineer dated September 11, 2019 (Attachment 1).

- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is a Topographic Survey.

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

Basic Services Phases
Aerial Topo Survey
Field Survey of Spot Elevations
Storm Drain Invert & Other Critical Elevations
Provision of Completed Survey in AutoCad and pdf Formats

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

Design Disciplines Design Consultants
Civil
Aerial
Other:

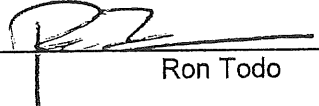
- 5. Assigned Project Schedule.** The Engineer's Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services Phases	Completion Date
Aerial Surveying	10/14/19
Site Surveying	11/29/19
Delivery of completed survey	1/3/2020

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a lump sum fixed price of **Eight-Thousand Two-Hundred Twenty-Five Dollars (\$8,225.00)**. The Contract Price for the Assigned Project is payable upon District receipt of the completed survey.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: _____.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

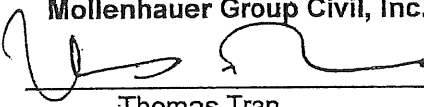
IN WITNESS HEREOF, the District and the Engineer have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: 
Ron Todo

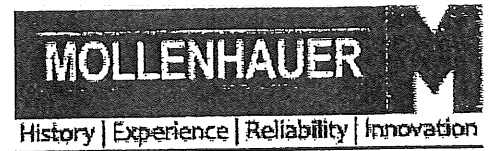
Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By: 
Thomas Tran

Title: Senior Vice-President, Civil Engineering

Attachment 1



September 11, 2019

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

Attention: Mr. Pedro Avila
Director of Facilities & Planning

Re: Valley View Middle School - Aerial Base Maps
MG Proposal # P19.130.034

Dear Mr. Avila:

In response to your request for proposal of September 10, 2019, we are pleased to submit our proposal for Aerial Base Mapping services in connection with the subject project.

Subsequent to our discussion, we have developed the following scope of services that would be performed by our staff for the limits of work as shown on the attached Exhibit B:

SCOPE OF SERVICES

Aerial Base Map

Prepare an aerial base map for the Valley View Middle School Campus that will include those items of work noted as follows:

- Field targets shall be established to coordinate with SVUSD survey for Santa Susana High School.
- Topographic and Planimetric mapping will be compiled at a scale of 1" = 30'. Contours (one foot) will be shown on Aerial Base Map as required to fully describe the site.
- The Aerial survey will be drawn to a scale acceptable to the Architects.
- Spot elevations from Mollenhauer Group Survey field data to be incorporated into Aerial Base Map the site.
- Deliverables shall be digital data in AutoCAD format.

Mr. Pedro Avila
Simi Valley Unified School District
Valley View Middle School- Aerial Base Maps
September 11, 2019
Page 2 of 3

DESIGN FEE

Fee for our services will be a lump sum of \$8,225.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

REIMBURSABLE EXPENSES

Expenses such as plan checking or processing fees, mylars, printing other than for our own in-house use, express mail, or messenger fees will be itemized separately and billed at cost plus 15 percent.

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

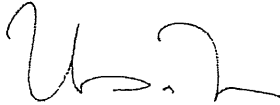
Mr. Pedro Avila
Simi Valley Unified School District
Valley View Middle School- Aerial Base Maps
September 11, 2019
Page 3 of 3

CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



Thomas Tran, P.E.
Vice President, Civil Engineering

Authorization to Proceed:

By: _____

Title: _____

Date: _____

Enclosures:

Exhibit B
Rate Schedule
Standard Terms and Conditions

EXHIBIT "A"

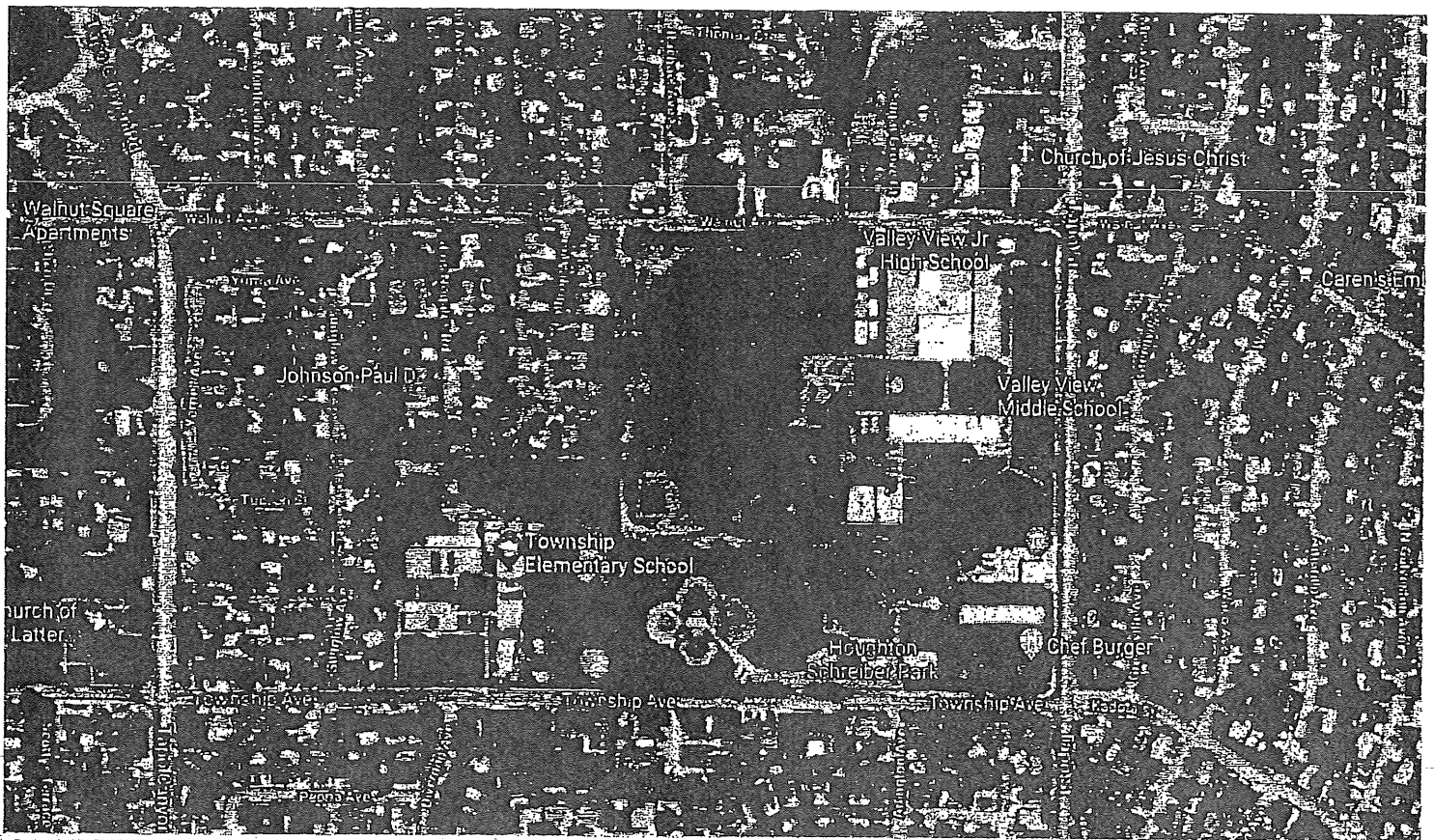
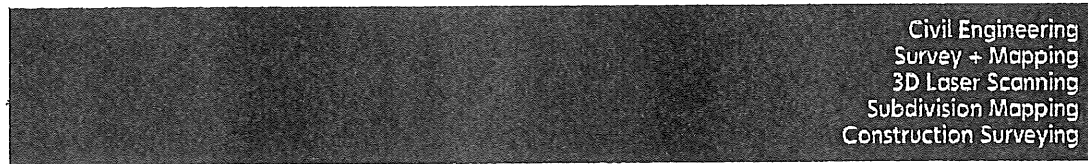


EXHIBIT "A"



MOLLENHAUER

Mollenhauer Group Survey, Inc. Schedule of Hourly Rates

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$282.00
Three Person Party	\$350.00
Office Management & Professional Services	
Senior Project Manager	\$187.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$167.00
Project Engineer/Surveyor	\$156.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 www.mollenhauergroup.com

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R20-01689**

AERIAL TOPOGRAPHIC SURVEY OF HILLSIDE MIDDLE SCHOOL

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on September 16, 2019.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 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:

Aerial Topographic Survey of Hillside Middle School as further described in the attached Proposal from Engineer dated September 11, 2019 (Attachment 1).

- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is a Topographic Survey.

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

Basic Services Phases
Aerial Topo Survey
Field Survey of Spot Elevations
Storm Drain Invert & Other Critical Elevations
Provision of Completed Survey in AutoCad and pdf Formats

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

Design Disciplines
Design Consultants
Civil
Aerial
Other: _____

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


Basic Services Phases	Completion Date
Aerial Surveying	10/14/19
Site Surveying	11/29/19
Delivery of completed survey	1/3/2020

EXHIBIT "B"

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a lump sum fixed price of **Eight-Thousand One-Hundred Twenty-Five Dollars (\$8,125.00)**. The Contract Price for the Assigned Project is payable upon District receipt of the completed survey.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: _____.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

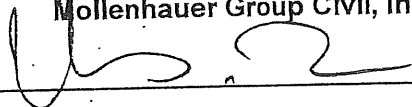
IN WITNESS HEREOF, the District and the Engineer have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: 
Ron Todo

Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By: 
Thomas Tran

Title: Senior Vice-President, Civil Engineering

Attachment 1



September 11, 2019

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

Attention: Mr. Pedro Avila
Director of Facilities & Planning

Re: Hillside Middle School - Aerial Base Maps
MG Proposal # P19.130.035

Dear Mr. Avila:

In response to your request for proposal of September 10, 2019, we are pleased to submit our proposal for Aerial Base Mapping services in connection with the subject project.

Subsequent to our discussion, we have developed the following scope of services that would be performed by our staff for the limits of work as shown on the attached Exhibit C:

SCOPE OF SERVICES

Aerial Base Map

Prepare an aerial base map for the Hillside Middle School Campus that will include those items of work noted as follows:

- Field targets shall be established to coordinate with SVUSD survey for Santa Susana High School.
- Topographic and Planimetric mapping will be compiled at a scale of 1" = 30'. Contours (one foot) will be shown on Aerial Base Map as required to fully describe the site.
- The Aerial survey will be drawn to a scale acceptable to the Architects.
- Spot elevations from Mollenhauer Group Survey field data to be incorporated into Aerial Base Map the site.
- Deliverables shall be digital data in AutoCAD format.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t 818 937-9899
Los Angeles | United Kingdom | t 213 624-2661
www.mollenhauergruop.com

Business & Facilities, Consent #7

EXHIBIT "B"

Mr. Pedro Avila
Simi Valley Unified School District
Hillside Middle School- Aerial Base Maps
September 11, 2019
Page 2 of 3

DESIGN FEE

Fee for our services will be a lump sum of \$8,125.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

REIMBURSABLE EXPENSES

Expenses such as plan checking or processing fees, mylars, printing other than for our own in-house use, express mail, or messenger fees will be itemized separately and billed at cost plus 15 percent.

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

EXHIBIT "B"


Mr. Pedro Avila
Simi Valley Unified School District
Hillside Middle School- Aerial Base Maps
September 11, 2019
Page 3 of 3

CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



Thomas Tran, P.E.
Vice President, Civil Engineering

Authorization to Proceed:

By: _____

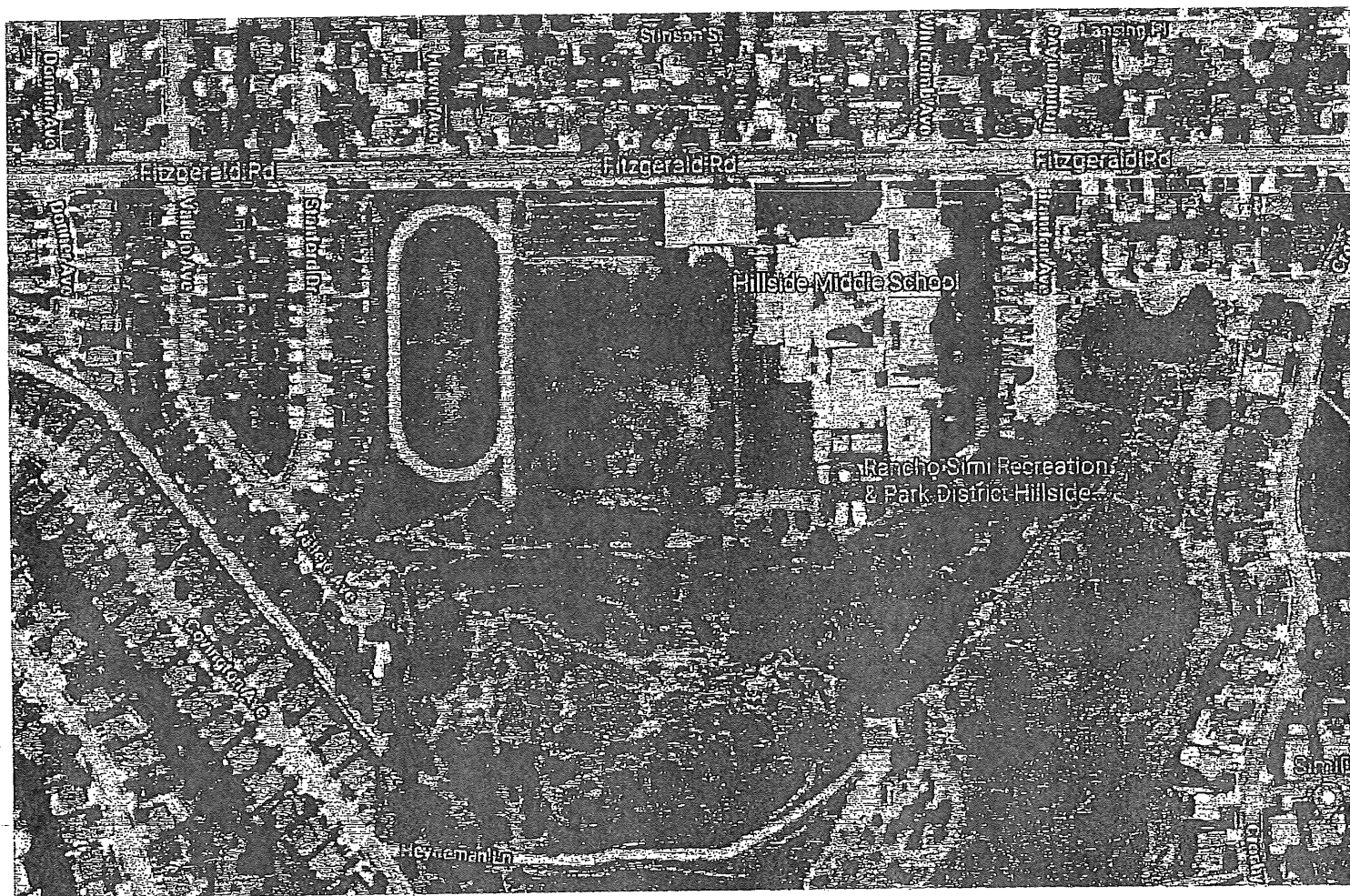
Title: _____

Date: _____

Enclosures:

Exhibit C
Rate Schedule
Standard Terms and Conditions

EXHIBIT "B"



Civil Engineering
Survey + Mapping
3D Laser Scanning
Subdivision Mapping
Construction Surveying



MOLLENHAUER

Mollenhauer Group Survey, Inc.
Schedule of Hourly Rates

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$282.00
Three Person Party	\$350.00
Office Management & Professional Services	
Senior Project Manager	\$187.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$167.00
Project Engineer/Surveyor	\$156.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 www.mollenhauergroup.com

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R20-01690

AERIAL TOPOGRAPHIC SURVEY OF SANTA SUSANA HIGH SCHOOL

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on September 16, 2019.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 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:

Aerial Topographic Survey of Santa Susana High School as further described in the attached Proposal from Engineer dated September 11, 2019 (Attachment 1).

2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is a Topographic Survey.

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

Basic Services Phases
Aerial Topo Survey
Field Survey of Spot Elevations
Storm Drain Invert & Other Critical Elevations
Provision of Completed Survey in AutoCad and pdf Formats

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

Design Disciplines
Design Consultants
Civil
Aerial
Other: _____


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

Basic Services Phases	Completion Date
Aerial Surveying	10/14/19
Site Surveying	11/29/19
Delivery of completed survey	1/3/2020

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a lump sum fixed price of **Eight-Thousand Five-Hundred Twenty-Five Dollars (\$8,525.00)**. The Contract Price for the Assigned Project is payable upon District receipt of the completed survey.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: _____.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

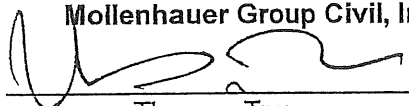
IN WITNESS WHEREOF, the District and the Engineer have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By:  _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By:  _____
Thomas Tran

Title: Senior Vice-President, Civil Engineering

Attachment 1



September 11, 2019

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

Attention: Mr. Pedro Avila
Director of Facilities & Planning

Re: Santa Susana High School - Aerial Base Maps
MG Proposal # P19.130.033

Dear Mr. Avila:

In response to your request for proposal of September 10, 2019, we are pleased to submit our proposal for Aerial Base Mapping services in connection with the subject project.

Subsequent to our discussion, we have developed the following scope of services that would be performed by our staff for the limits of work as shown on the attached Exhibit A:

SCOPE OF SERVICES

Aerial Base Map

Prepare an aerial base map for the Santa Susana High School Campus that will include those items of work noted as follows:

- Field targets shall be established to coordinate with SVUSD survey for Santa Susana High School.
- Topographic and Planimetric mapping will be compiled at a scale of 1" = 30'. Contours (one foot) will be shown on Aerial Base Map as required to fully describe the site.
- The Aerial survey will be drawn to a scale acceptable to the Architects.
- Spot elevations from Mollenhauer Group Survey field data to be incorporated into Aerial Base Map the site.
- Deliverables shall be digital data in AutoCAD format.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899
Los Angeles | United Kingdom | t: 213 624-2661
www.mollenhauergroup.com

Mr. Pedro Avila
Simi Valley Unified School District
Santa Susana High School- Aerial Base Maps
September 11, 2019
Page 2 of 3

DESIGN FEE

Fee for our services will be a lump sum of \$8,525.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

REIMBURSABLE EXPENSES

Expenses such as plan checking or processing fees, mylars, printing other than for our own in-house use, express mail, or messenger fees will be itemized separately and billed at cost plus 15 percent.

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

EXHIBIT "C"

Mr. Pedro Avila
Simi Valley Unified School District
Santa Susana High School- Aerial Base Maps
September 11, 2019
Page 3 of 3

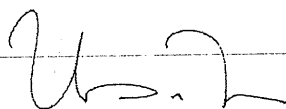
CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.

Authorization to Proceed:



Thomas Tran, P.E.
Vice President, Civil Engineering

By: _____

Title: _____

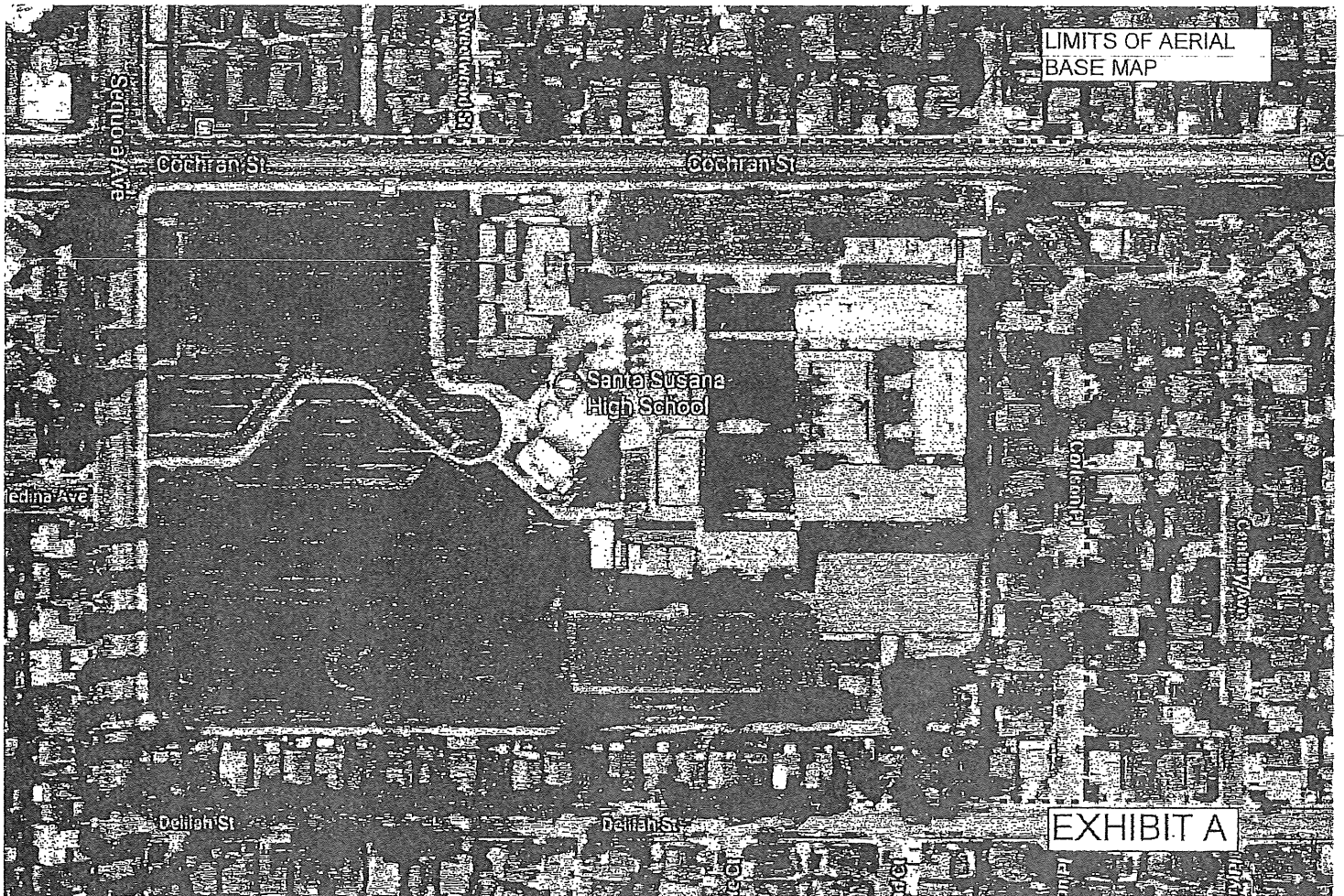
Date: _____

Enclosures:

Exhibit A
Rate Schedule
Standard Terms and Conditions

919 W. Glenoaks Blvd. Glendale, CA 91202 | t 818 937-9899
| t 213 624-2661
| www.mollenhauergroup.com

EXHIBIT "C"



Civil Engineering
Survey + Mapping
3D Laser Scanning
Subdivision Mapping
Construction Surveying

MOLLENHAUER

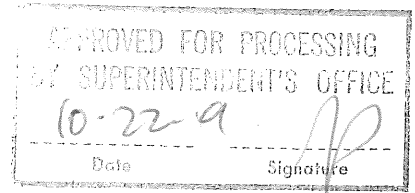
Mollenhauer Group Survey, Inc.
Schedule of Hourly Rates

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$282.00
Three Person Party	\$350.00
Office Management & Professional Services	
Senior Project Manager	\$187.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$167.00
Project Engineer/Surveyor	\$156.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 www.mollenhauergruop.com



**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS;
 JUNE 17, 2019 TO SEPTEMBER 30, 2019**

Business & Facilities
Consent #8

October 22, 2019

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

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

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

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between June 17, 2019 and September 30, 2019.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA between June 17, 2019 and September 30, 2019 is **\$393,767.47** as shown on Exhibit "A".

Recommendation

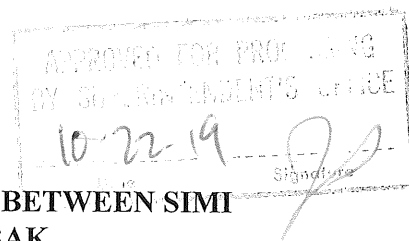
It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, all of the Field Contracts summarized in attached Exhibit "A".

Ayes: Blough Noes: 0 Absent: White Abstain: 0
 Jubran
 Smollow
 La Belle

MEASURE X FIELD CONTRACTS UNDER CUPCCAA AND AGREEMENTS 6/17/19 - 9/30/19

Req Date	Req #	PO #	Total Amt	Vendor	Description
6/19/2019	R19-04852	P19-04612	\$ 8,210.00	PRO INSTALLATIONS/PROSPECTRA CONTRACT FLOORING	RHS FLOORING CAFE
6/19/2019	R19-04853	P19-04613	\$ 19,875.00	ARDALAN CONSTRUCTION CO., INC.	RHS FRAME AND PATCH CAFE
6/21/2019	R19-04873	P19-04623	\$ 10,358.18	EMPIRE CABLING, INC.	BIG SP/SSSES/TW/VMS VOIP CABLING
7/12/2019	R19-04891	P19-04644	\$ 760.00	KELLY CLEANING & SUPPLIES	RHS CLEAN UP CAFE
7/18/2019	R19-04893	P19-04646	\$ 5,000.00	A. BATES GENERAL CONTRACTOR, INC	SMS CONCRETE REPAIR
7/22/2019	R19-04894	P19-04647	\$ 58,350.00	G & J NEON SIGNS, INC.	6 SITE MARQUEE INSTALLATION
6/26/2019	R20-00550	P20-00395	\$ 4,469.00	UNIQUE MOVING INC.	SICE MOVING FOR NEW MPR
7/15/2019	R20-00778	P20-00397	\$ 8,239.00	KELLY CLEANING & SUPPLIES	ATHERWOOD CLEANING
7/16/2019	R20-00783	P20-00399	\$ 34,599.00	ARDALAN CONSTRUCTION CO., INC.	MTN VIEW/VISTA SMART BOARD REMOVAL
7/22/2019	R20-00859	P20-00461	\$ 32,037.97	G2K CONSTRUCTION, INC.	ATHERWOOD HIDE CABLES ON SMARTBOARDS
7/24/2019	R20-00887	P20-00510	\$ 24,692.00	MACKEY ELECTRIC	5 SITES ELECTRICAL FOR MARQUEES
7/29/2019	R20-00924	P20-00575	\$ 8,575.00	PRO INSTALLATIONS/PROSPECTRA CONTRACT FLOORING	GG FLOORING NEW MPR PORTABLE
8/1/2019	R20-00981	P20-00581	\$ 21,921.00	ARDALAN CONSTRUCTION CO., INC.	RHS INSTALL CONSTRUCTION CAFE
8/1/2019	R20-00985	P20-00582	\$ 24,613.88	OUTDOOR CREATIONS INC.	ATH/BIG SP/GG/MADN/ MONUMENTS
8/5/2019	R20-01035	P20-00616	\$ 1,545.00	FINISH LINE PAVING INC.	GG PAVING PORTABLE MPR
8/5/2019	R20-01038	P20-00617	\$ 11,510.00	4 SEASONS ROOFING, INC.	12 SITES ROOF REPAIR 2-WAY RADIOS
8/6/2019	R20-01088	P20-00625	\$ 60,000.00	G & J NEON SIGNS, INC.	6 SITE MARQUEE INSTALLATION
8/8/2019	R20-01122		\$ 4,996.44	SIGNARAMA VENTURA	5 SITES SVUSD LOGO SIGN
8/12/2019	R20-01168	P20-00728	\$ 4,900.00	S & A MECHANICAL, INC.	GG HVAC PORTABLE MPR
8/26/2019	R20-01356	P20-00947	\$ 1,120.00	KELLY CLEANING & SUPPLIES	RHS CLEANING CLASSROOMS
8/27/2019	R20-01388	P20-00981	\$ 9,500.00	LIMASOL CONSTRUCTION, INC.	RHS PAINTING & ASSEMBLY CAFE
9/6/2019	R20-01550	P20-01133	\$ 350.00	SALINAS & SONS ROOTER SERVICE	ATHERWOOD PLUMBING BLDG 5
9/10/2019	R20-01581	P20-01140	\$ 630.00	FENCE FACTORY	SVHS GATE UPGRADES ENTRY
7/22/2019	WIT20-00078	P20-00583	\$ 4,929.00	MJP TECHNOLOGIES, INC.	ATH/VVMS/SSHS INSTALL INTEL UNITE
8/1/2019	WIT20-00098	P20-00618	\$ 5,775.00	IVS COMPUTER TECHNOLOGY	VVMS CALIBRATE INTERACTIVE BOARDS
9/4/2019	WIT20-00177	P20-01044	\$ 248.00	MJP TECHNOLOGIES, INC.	ARROYO MOUNT INTEL UNITES
9/12/2019	R20-01638	P20-01219	\$ 800.00	TC SECURITY SYSTEMS	SICE FIRE ALARM REPAIR
9/23/2019	R20-01838	P20-01367	\$ 794.00	TECH WALL, INC.	KNOLLS WALL TREATMENTS K
9/27/2019	R20-01944	P20-01433	\$ 24,970.00	HH CONSTRUCTION, INC.	5 SITES INSTALL MONUMENT SIGNS
Total Field Contracts from 6/17/19 - 9/30/19:			\$ 393,767.47		



**TITLE: RATIFICATION OF AGREEMENT NO. R20-01747 BETWEEN SIMI
 VALLEY UNIFIED SCHOOL DISTRICT AND RYBAK
 GEOTECHNICAL, INC. FOR CONSTRUCTION PHASE SERVICES**

Business & Facilities
Consent #10

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

In 2010 Rybak Geotechnical prepared a Geotechnical Engineering Investigation for proposed modular buildings at the Simi Institute for Careers & Education. The new modular MPR project requires a soils engineer during construction of the foundation for the building. Rybak Geotechnical is best suited to provide these construction phase services.

Fiscal Analysis

The estimated cost for these construction phase geotechnical engineering services (Exhibit "A") is \$2,500.00 The actual cost will be based on services performed.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement No. R20-01747 with Rybak Geotechnical, Inc.

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

AGREEMENT NO. R20-01747 FOR CONSULTANT SERVICES
Geotechnical Engineering Services

AGREEMENT made as of the 17th day of September, 2019,

between the District:

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

and the Consultant:

Rybak Geotechnical, Inc.
16022 Arminta Street, Suite 7
Van Nuys, CA 91406

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for construction-phase Geotechnical Engineering for the new modular MPR building at the Simi Institute for Careers & Education (formerly known as Simi Valley Adult School) as further described on the attached Proposal from Consultant dated September 17, 2019 (Attachment "A"). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation.
- 1.3 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations.
- 1.4 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and

third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

- 1.5 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Field work shall commence on or about September 17, 2019, and complete upon the placement of concrete in the footings. Reports from Consultant shall be provided immediately following the field work.

2 **CONTRACT PRICE.**

- 2.1 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **not-to-exceed fee** (based on actual services performed) of **Two-Thousand Five-Hundred Dollars (\$2,500.00)** per the attached Proposal from Consultant dated September 17, 2019.

- 2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site(s) of a Project and the District's Administrative Offices. Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.

- 2.3 **Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.

- 2.4 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

- 2.5 **Consultant's Payments.** The Consultant shall promptly pay its employees, sub-consultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.

- 3 **Additional Services.** The services described in this Paragraph 3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District's sole discretion: (a) the amount of time expended by personnel of the Consultant in providing authorized Additional Services, at the standard hourly rates set forth in Consultant's Rate Schedule; or, (b) an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.

4 **INSURANCE; INDEMNITY**

4.1 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its sub-consultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

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

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

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

4.4 **Indemnity.**

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

4.4.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

5 **TERM.** The term of this Agreement begins on the date first set forth above and ends when project is completed.

6 **TERMINATION; SUSPENSION**

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

Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 6.2 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.
- 7 **MISCELLANEOUS**
- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 **Time.** The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.
- 7.4 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.

- 7.5 **Records.** Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

Rybak Geotechnical, Inc.
 16022 Arminia Street, Suite 7
 Van Nuys, CA 91406
 Attn.: Richard Rybak, President

- 7.7 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.8 **Disputes.**
- 7.8.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.
- 7.8.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant.
- 7.8.3 *Government Code Claims.* Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 7.9 **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

EXHIBIT "A"

unless and until the District's Board of Education or authorized designee has approved this Agreement and the provisions hereof.

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 

~~Ron Todo, Associate Superintendent~~
~~Business & Facilities~~ JASON PEPLINSKI, ED. D.
SUPERINTENDENT, SVUSD

RYBAK GEOTECHNICAL, INC.

By: 

Richard Rybak, President

Attachment A



Rybak Geotechnical, Inc.

Consulting Engineers

16022 Arminia Street, Ste. #7, Van Nuys, CA 91406 • (818) 785-0550 • www.rybakgeotechnical.com

September 17, 2019
Proposal No. 19-09-189

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

Attn: Tony Joseph

Subject: Proposal to Provide Geotechnical Engineering Services During Construction
Proposed MPR Building Project
Simi Institute for Careers and Education
1880 Blackstock Avenue, Simi Valley, California

Dear Mr. Joseph:

Rybak Geotechnical, Inc. has prepared this proposal to provide the necessary geotechnical engineering services during construction of the proposed project. The following services are anticipated:

- observations/approvals of bottom excavations prior to placement of any new compacted fill (field technician time)
- density testing of fill as it is being placed to ensure proper compaction is being maintained (field technician time)
- observation of foundation and slab subgrade excavations (field engineer time)
- laboratory testing
- engineer consultation (project engineer time)
- preparation of compaction report

Observations, testing, laboratory testing, and report preparation and consultation during construction will be provided on an hourly basis based on the enclosed "Schedule of Charges". The number and duration of site visits by personnel is highly dependent on such factors as the contractor's schedule, delays, changed conditions, and inclement weather, among other things. A minimum of 24 hours notice is requested for field observation and testing services.

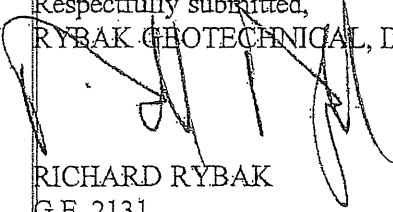
If the prices and terms are acceptable to you, please authorize Rybak Geotechnical, Inc. by providing us with a written contract. Our field personnel will be paid prevailing wages.

*Proposed MPR Building Project, Simi Institute for Careers and Education
1880 Blackstock Avenue, Simi Valley, California*

*September 17, 2019
Proposal No. 19-09-189
Page 2.*

Any questions regarding this project should be directed to the undersigned. Rybak Geotechnical, Inc., appreciates the opportunity to provide this proposal.

Respectfully submitted,
RYBAK GEOTECHNICAL, INC.


RICHARD RYBAK
G.E. 2131




Rybak Geotechnical, Inc.
Consulting Engineers

16022 Arminia Street, Ste. #7, Van Nuys, CA 91406 • (818) 785-0550 • www.rybakgeotechnical.com

SCHEDULE OF CHARGES

For Simi Valley Unified School District

Simi Institute for Careers and Education

Proposed MPR Building Project

1880 Blackstock Avenue, Simi Valley, California

Proposal No. 19-09-189

For Period between 01/01/19 to 12/31/20

HOURLY CHARGES FOR PERSONNEL

➤ Project Engineer.....	\$175/hour
➤ Field Engineer/Deputy Inspector.....	\$120/hour
➤ Field Technician - Compaction testing.....	\$105/hour
➤ Compaction Report.....	\$600

OTHER CHARGES

Rates for laboratory testing are determined for each required test.

Direct project expenses such as drilling rig rental, concrete coring, hand-labor, field equipment rental, reproduction, messenger service, and express mail service will be charged at cost plus 20 percent.

Vehicle usage and mileage to and from jobsite is charged at \$100 per round trip.

There will be a two hour minimum on-site charge for field observations or testing during construction.

The following personnel overtime charges will apply:

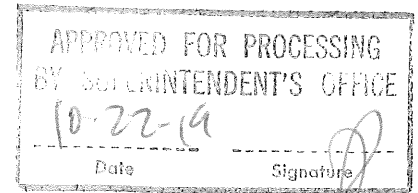
- over 8 hours on a weekday: time and a half
- Saturdays: time and a half
- Sundays and legal holidays: double time

Rybak Geotechnical, Inc.

16022 Arminia Street, Ste. #7, Van Nuys, CA 91406 • (818) 785-0550 • www.rybakgeotechnical.com



Business & Facilities, Consent #10



TITLE: APPROVAL OF AGREEMENT NOS. R20-01887, R20-01888, AND R20-01889 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM DESIGN GROUP FOR DESIGN OF SECURITY FENCING AND LANDSCAPE IMPROVEMENTS FOR ARROYO, BERYLWOOD, AND KNOLLS ELEMENTARY SCHOOLS

Business & Facilities
Consent #13

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Fencing and landscape improvements are needed at Arroyo, Berylwood, and Knolls elementary schools. RRM Design Group is on the list architectural firms approved by the Board of Education on January 17, 2017, and can provide these design services.

Fiscal Analysis

The costs associated with the design services agreements are shown below:

Arroyo Elementary School Agreement No. R20-01887 (Exhibit "A"):	\$30,330.00
Berylwood Elementary School Agreement No. R20-01888 (Exhibit "B"):	\$30,510.00
Knolls Elementary School Agreement No. R20-01889 (Exhibit "C"):	\$33,300.00
Total:	\$94,140.00

These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement Nos. R20-01187, R20-01188 and R20-01189 with RRM Design Group for design of security fencing and landscape improvements for Arroyo, Berylwood, and Knolls elementary schools.

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement Nos. R20-01887, R20-01888, and R20-01889 with RRM Design Group for design of security fencing and landscape improvements for Arroyo, Berylwood, and Knolls elementary schools.

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

PROJECT ASSIGNMENT AMENDMENT
 AGREEMENT NO. R20-01887
 FOR LANDSCAPE ARCHITECT SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and RRM DESIGN GROUP ("Architect") on October 23, 2019.

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

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

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

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

Design of security fencing and landscape improvements for Arroyo Elementary School as further described in the attached Proposal from Architect dated September 19, 2019 (Attachment 1).

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

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

Basic Services Phases
Topographic Surveying and Mapping
Conceptual Design Plan and Meetings
Construction Documents

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

Design Disciplines
Design Consultants
As required.

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

Basic Services Phases	Completion Date
Topographic Surveying and Mapping	November 25, 2019
Conceptual Design Plan and Meetings	January 20, 2020
Construction Documents	March 25, 2020

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

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Topographic Surveying and Mapping	\$7,800.00	25.7%
Conceptual Design Plan and Meetings	\$7,700.00	25.4%
Construction Documents	\$14,180.00	46.8%
Reimbursables	\$ 650.00	2.1%
	Total Contract Price: \$30,330.00	100 %

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

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

District
Simi Valley Unified School District

By: _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Architect
RRM DESIGN GROUP

By: 
Jeff Ferber

Title: Principal

Attachment 1



September 19, 2019

Page 1 of 5

Arroyo Elementary School Fencing Improvements

Scope of Services

PROJECT UNDERSTANDING

Simi Valley Unified School District ("the District") wishes to enhance the curb appeal and fencing security at Arroyo Elementary School. The existing campus perimeter chain link fencing will be removed in most locations. Fencing that runs adjacent to private residences will remain. A combination of wire mesh, chain link, and decorative metal picket fencing will be installed as an upgrade. Existing gates will be upgraded as part of these improvements. New tree installations will be provided in key areas for curb appeal, no shrubs are proposed at this time. See Site Plan Markup (Attachment D) for proposed limit of work.

SCOPE OF SERVICES

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

Task A: Surveying

Subtask A.01: Topographic Survey and Mapping

RRM's survey consultant (Hahn and Associates) will provide field surveying and mapping of the perimeter landscape frontages as indicated in Attachment D. Where feasible, the field survey work will be combined with the available record drawings provided by the District. The survey will include the following detail items:

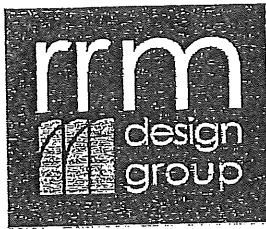
- Buildings
- Fences and walls
- Adjoining structures and improvements with grades
- Driveways and parking improvements (where applicable)
- Hardscape/Sidewalk Improvements
- Visible Utilities
- Invert Elevations of catch basins
- Overhead utility poles
- Drainage Structures and waterways
- Tree trunks over four (4) inches in diameter with drip lines within the project area
- Contours at one-foot intervals with spot elevations
- Right-of-way and boundary surveying not included in this scope

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

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



Deliverables:

- One (1) Digital base map in AutoCAD Civil 3D format for design and planning purposes

Fixed Fee:

- \$7,800 (see footnote)

Task B: Conceptual Design

Subtask B.01: Conceptual Design Plan

RRM will create a conceptual design plan to provide a diagram for the layout of proposed fencing and gate locations. The fencing layout will generally follow the path of the existing fencing. RRM will work with the District to capture proposed fence location adjustments at this time. Lastly, the plan will include minor tree landscaping improvements in select areas. The conceptual design plan will be provided in large (24x36) PDF format in basic colors for review and approval.

A draft of the conceptual design plan will be provided to the District for review. RRM will meet with the District (see meetings task) to review the concept and take comments.

Deliverables:

- One (1) conceptual design plan

Fixed Fee:

- \$6,500 (see footnote)

Subtask B.02: Project Team Design Meetings

RRM's project manager will meet with District staff to review the conceptual design to confirm fencing layout, walk the sites, and review lessons learned. Additionally, RRM will meet to review draft submittals of the construction documents and review the plans for comments. These meetings will likely occur on District grounds and will be coordinated in advance with District staff. These meetings will likely include discussions of multiple school projects. As such, the quantity of meetings will be limited and spread across each of the schools.

Deliverables:

- One (1) meeting with the District staff

Fixed Fee:

- \$1,200 (see footnote)



Arroyo Elementary School Fencing Improvements
Proposed Scope of Services

September 19, 2019

Page 3 of 5

Task C: Construction Documents

Subtask C.01: Construction Documents

RRM will develop the approved conceptual design plans into a set of construction documents. The construction document package will be provided to the District at 95% and final bid set completion levels. The following is a list of anticipated elements to be included as part of the construction document package.

Construction Document Package Contents:

- Demolition Plan: A site plan with instructions to contractor on demolition of existing fencing and gates
- Combined Construction\Planting Plan and Details: A series of site plans locating the proposed fencing and concrete curbing. Corresponding construction details (including District standards) will be provided. Deepened concrete mow curbs will be provided where grading dictates. Given the small nature of the trees proposed, the construction plan will also include proposed trees in relation to existing trees along the frontage. The plan will include a tree plant palette, planting notes, and corresponding details
- Irrigation Plan: A plan diagrammatically laying out adjustments to field irrigation due to fencing improvements as well as new irrigation for trees. Proposed irrigation equipment will be based on the District's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of the existing irrigation system based on available as-built data
- CSI Technical Specifications: CSI book specifications for pertinent sections related to the construction document plans. Front end specifications shall be provided by the District
- Cost Estimate: An opinion of probable construction cost will be provided at the 100% design submittal stage

Deliverables:

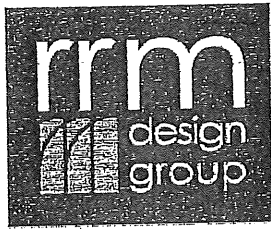
- *One (1) Construction document package submitted at 95%, and final bid stage*

Fixed Fee:

- \$14,180 (see footnote)

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any



additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- \$650.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Locations for Meetings
- Record Drawings (where available)

LIMITATIONS OF SCOPE AND EXCLUSIONS

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

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

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



Arroyo Elementary School Fencing Improvements
 Proposed Scope of Services
 September 19, 2019
 Page 5 of 5

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
Task A	Surveying	
A.01	Topographic Survey and Mapping	\$ 7,800
Task B	Conceptual Design	
B.01	Conceptual Design Plan	\$ 6,500
B.02	Project Team Design Meetings	\$ 1,200
Task C	Construction Documents	
C.01	Construction Documents	\$ 14,180
SUMMARY OF FEES:		\$ 29,680
Estimated Reimbursable Expenses:		\$ 650
ESTIMATED PROJECT TOTAL:		\$ 30,330

Fee Footnote

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

Adjustment to Hourly Billing Rates

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

Attachment: Attachment D - Site Plan Markup

emc:\X-FILES\X-Files-0801\X0834-02-C119 Arroyo Elementary School Fencing Improvements\Proposal\Original-Docs\Proposal-Arroyo Elementary School Fencing Improvements-9-19-19.doc

EXHIBIT "A"

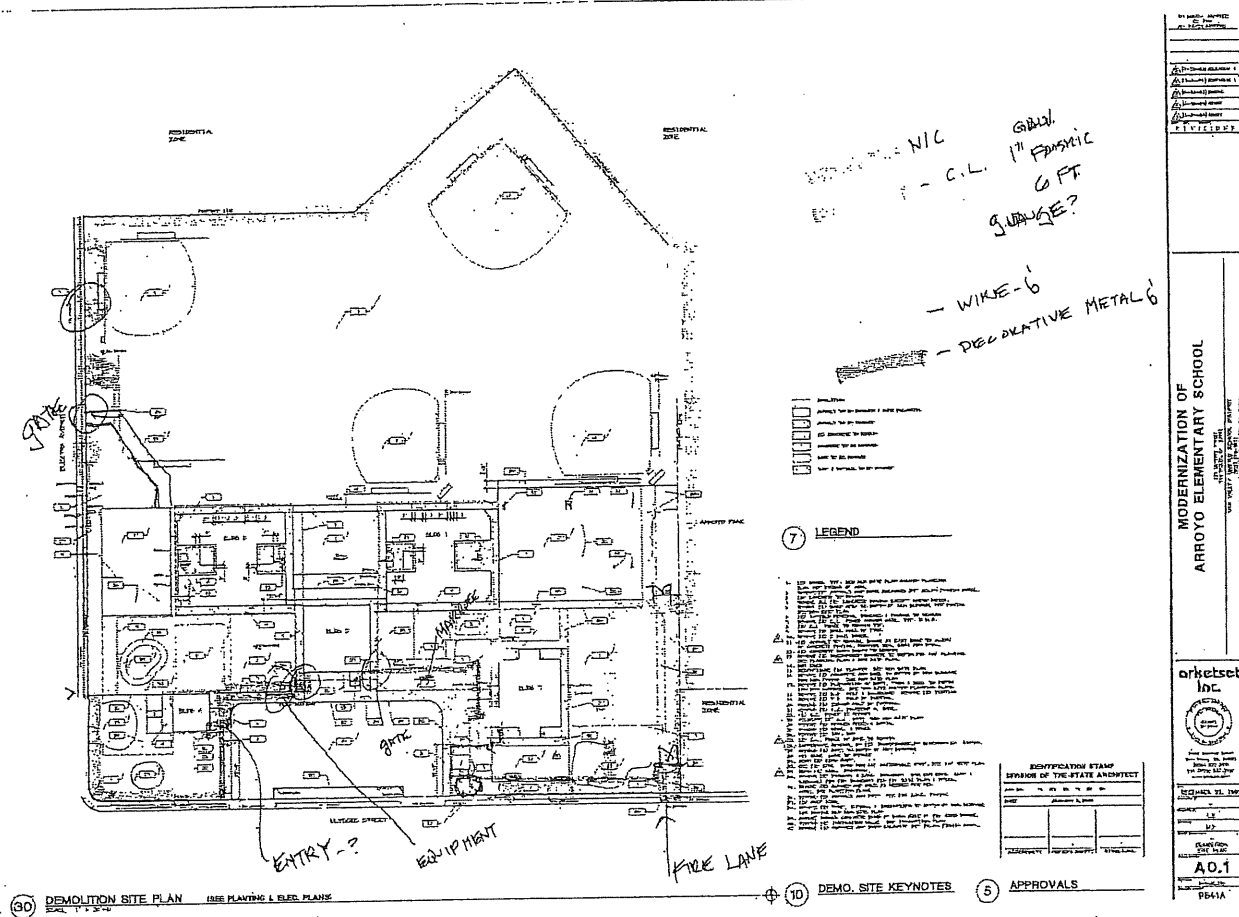


EXHIBIT "A"

Exhibit A-1

EXHIBIT A-1: SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE	
Architect	\$ 95 - \$ 160
Assistant Manager of Architecture	\$ 125 - \$ 185
Design Director	\$ 145 - \$ 230
Designer I - Architecture	\$ 70 - \$ 100
Designer II - Architecture	\$ 75 - \$ 125
Designer III - Architecture	\$ 90 - \$ 145
Interior Designer I	\$ 70 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 75
Job Captain	\$ 90 - \$ 145
Manager of Architecture	\$ 140 - \$ 245
Principal	\$ 175 - \$ 325
Project Architect	\$ 105 - \$ 175
Project Manager - Architecture	\$ 105 - \$ 175
Senior Architect	\$ 135 - \$ 220
Senior Designer - Architecture	\$ 135 - \$ 210
Senior Interior Designer	\$ 105 - \$ 195
Senior Project Manager - Architecture	\$ 135 - \$ 230

PLANNING - LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 100
Assistant Planner	\$ 70 - \$ 100
Associate Designer	\$ 80 - \$ 120
Associate Planner I	\$ 80 - \$ 120
Associate Planner II	\$ 90 - \$ 140
Designer - Landscape Architecture	\$ 95 - \$ 135
Intern	\$ 45 - \$ 75
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 140 - \$ 235
Manager of Planning	\$ 145 - \$ 240
Principal	\$ 175 - \$ 325
Principal Landscape Architect	\$ 130 - \$ 230
Principal Planner	\$ 140 - \$ 230
Senior Designer - Landscape Architecture	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 170
Senior Planner	\$ 110 - \$ 185

ENGINEERING - SURVEYING	
Agency Coordinator	\$ 55 - \$ 105
Construction Inspector	\$ 105 - \$ 155
Designer I - Engineering	\$ 50 - \$ 90
Designer II - Engineering	\$ 70 - \$ 115
Designer III - Engineering	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 125
Engineer II	\$ 100 - \$ 155
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 145 - \$ 230
Manager of Transportation Services	\$ 170 - \$ 280
Party Chief	\$ 80 - \$ 135
Principal	\$ 175 - \$ 325
Project Engineer	\$ 115 - \$ 175
Project Manager - Engineering	\$ 145 - \$ 230
Senior Designer - Engineering	\$ 105 - \$ 175
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 110 - \$ 180
Senior Project Engineer	\$ 135 - \$ 220
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 55 - \$ 80
Survey Technician II	\$ 70 - \$ 105
Survey Technician III	\$ 85 - \$ 155

Surveying Crew Rates

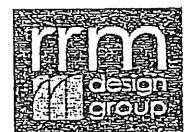
REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

CORPORATE SERVICES	
Accounting Specialist	\$ 55 - \$ 100
Business Development Coordinator	\$ 85 - \$ 130
Business & Project Development Manager	\$ 100 - \$ 155
Chief Executive Officer	\$ 170 - \$ 350
Graphic Designer	\$ 80 - \$ 135
Manager of Marketing	\$ 100 - \$ 210
Marketing Assistant	\$ 50 - \$ 90
Marketing Coordinator	\$ 70 - \$ 110
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 125
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



PROJECT ASSIGNMENT AMENDMENT
AGREEMENT NO. R20-01888
 FOR LANDSCAPE ARCHITECT SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and RRM DESIGN GROUP ("Architect") on October 23, 2019.

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

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

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

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

Design of security fencing and landscape improvements for Berylwood Elementary School as further described in the attached Proposal from Architect dated September 26, 2019 (Attachment 1).

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

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

Basic Services Phases
Topographic Surveying and Mapping
Conceptual Design Plan and Meetings
Construction Documents

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

Design Disciplines
Design Consultants
As required.

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

Basic Services Phases	Completion Date
Topographic Surveying and Mapping	November 25, 2019
Conceptual Design Plan and Meetings	January 20, 2020
Construction Documents	March 25, 2020

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

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Topographic Surveying and Mapping	\$7,600.00	25%
Conceptual Design Plan and Meetings	\$7,700.00	25.2%
Construction Documents	\$14,560.00	47.7%
Reimbursables	\$ 650.00	2.1%
	Total Contract Price: \$30,510.00	100 %

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

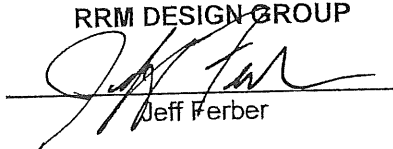
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Architect
RRM DESIGN GROUP

By: 
Jeff Ferber

Title: Principal

Attachment 1



9/26/19
Page 1 of 5

Berylwood Elementary School Fencing Improvements

Scope of Services

PROJECT UNDERSTANDING

Simi Valley Unified School District ("the District") wishes to enhance the curb appeal and fencing security at Berylwood Elementary School. The existing campus perimeter chain link fencing will be removed in most locations. Fencing that runs adjacent to private residences will remain. A combination of wire mesh, chain link, and decorative metal picket fencing will be installed as an upgrade. Existing gates will be upgraded as part of these improvements. The existing trash enclosure located in the parking drive aisle will be relocated and upgraded with consistent fencing similar to the Santa Susana Elementary School electrical enclosure. See Site Plan Markup (Attachment D) for proposed limit of work.

SCOPE OF SERVICES

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

Task A: Surveying

Subtask A.01: Topographic Survey and Mapping

RRM's survey consultant (Hahn and Associates) will provide field surveying and mapping of the perimeter landscape frontages as indicated in Attachment D. Where feasible, the field survey work will be combined with the available record drawings provided by the District. The survey will include the following detail items:

- Contours at one-foot intervals with spot elevations
- Tree trunks over four (4) inches in diameter with drip lines within the project area
- Structures, fences, walks, curbs, gutters, edge of pavement, utility poles, and other pertinent planimetric features that occur within the project limits
- Surface evidence of utilities within project limits
- Half-width cross sections of streets adjacent to landscape frontage improvements
- Vertical and horizontal control on local agency datum if available
- Right-of-way and boundary surveying not included in this scope

Deliverables:

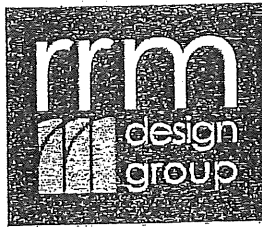
- One (1) digital base map in AutoCAD Civil 3D format for design and planning purposes

Fixed Fee:

- \$7,600 (see footnote)

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

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



Task B: Conceptual Design

Subtask B.01: Conceptual Design Plan

RRM will create a conceptual design plan to diagram the layout of proposed fencing and gate locations. The fencing layout will generally follow the path of the existing fencing. RRM will work with the District to capture proposed fence location adjustments at this time. The conceptual design plan will be provided in large (24" x 36") PDF format in basic colors for review and approval.

A draft of the conceptual design plan will be provided to the District for review. RRM will meet with the District (see meetings task) to review the concept and take comments.

Deliverables:

- *One (1) conceptual design plan*

Fixed Fee:

- *\$6,500 (see footnote)*

Subtask B.02: Project Team Design Meetings

RRM's project manager will meet with District staff to review the conceptual design to confirm fencing layout, walk the sites, and review lessons learned. Additionally, RRM will meet to review draft submittals of the construction documents and review the plans for comments. These meetings will likely occur on District grounds and will be coordinated in advance with District staff. These meetings will likely include discussions of multiple school projects. As such, the quantity of meetings will be limited and spread across each of the schools.

Deliverables:

- *One (1) meeting with the District staff*

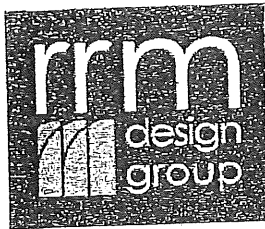
Fixed Fee:

- *\$1,200 (see footnote)*

Task C: Construction Documents

Subtask C.01: Construction Documents

RRM will develop the approved conceptual design plans into a set of construction documents. The construction document package will be provided to the District at 95% and Final Bid set completion levels. The following is a list of anticipated elements to be included as part of the construction document package.



Berylwood Elementary School Fencing Improvements
Proposed Scope of Services

September 26, 2019

Page 3 of 5

Construction Document Package Contents:

- Demolition Plan: A site plan with instructions to contractor on demolition of existing fencing and gates
- Construction Plan and Details: A series of site plans locating the proposed fencing and concrete curbing. Corresponding construction details (including District standards) will be provided. Deepened concrete mow curbs will be provided where grading dictates. Additional detailing will be provided for the relocated trash enclosure.
- Irrigation Plan: A plan diagrammatically laying out adjustments to field irrigation due to fencing improvements. Replacement irrigation equipment will be based on the District's approved equipment list. The plan will coordinate adjustment of the existing irrigation system based on available as-built data
- CSI Technical Specifications: CSI book specifications for pertinent sections related to the construction document plans. Front end specifications shall be provided by the District
- Cost Estimate: An opinion of probable construction cost will be provided at the 100% design submittal stage

Deliverables:

- Construction document package submitted at 95%, and final bid stage

Fixed Fee:

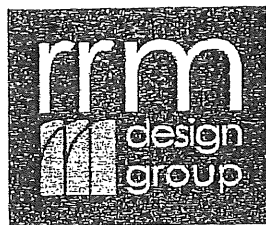
- \$14,560 (see footnote)

Reimbursable Expenses

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

Estimated Fee:

- \$650



SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Locations for Meetings
- Record Drawings (where available)

LIMITATIONS OF SCOPE AND EXCLUSIONS

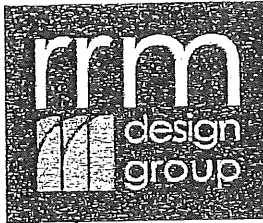
Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services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

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

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

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
Task A	Surveying	
A.01	Topographic Survey and Mapping	\$ 7,600
Task B	Conceptual Design	
B.01	Conceptual Design Plan	\$ 6,500
B.02	Project Team Design Meetings	\$ 1,200
Task C	Construction Documents	
C.01	Construction Documents	\$ 14,560
SUMMARY OF FEES:		\$ 29,860
Estimated Reimbursable Expenses:		\$ 650
ESTIMATED PROJECT TOTAL:		\$ 30,510



Berylwood Elementary School Fencing Improvements
Proposed Scope of Services
September 26, 2019
Page 5 of 5

Fee Footnote

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

Adjustment to Hourly Billing Rates

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

Attachment: Attachment D - Site Plan Markup

emc N:\X-FILES\X-Files-0801\X0836-01-CI19-Berylwood-Elementary-School-Fencing-Improvements\Proposal\Original-Docs\Proposal-Berylwood Elementary School Fencing Improvements-9-19-2019.doc

EXHIBIT "B"

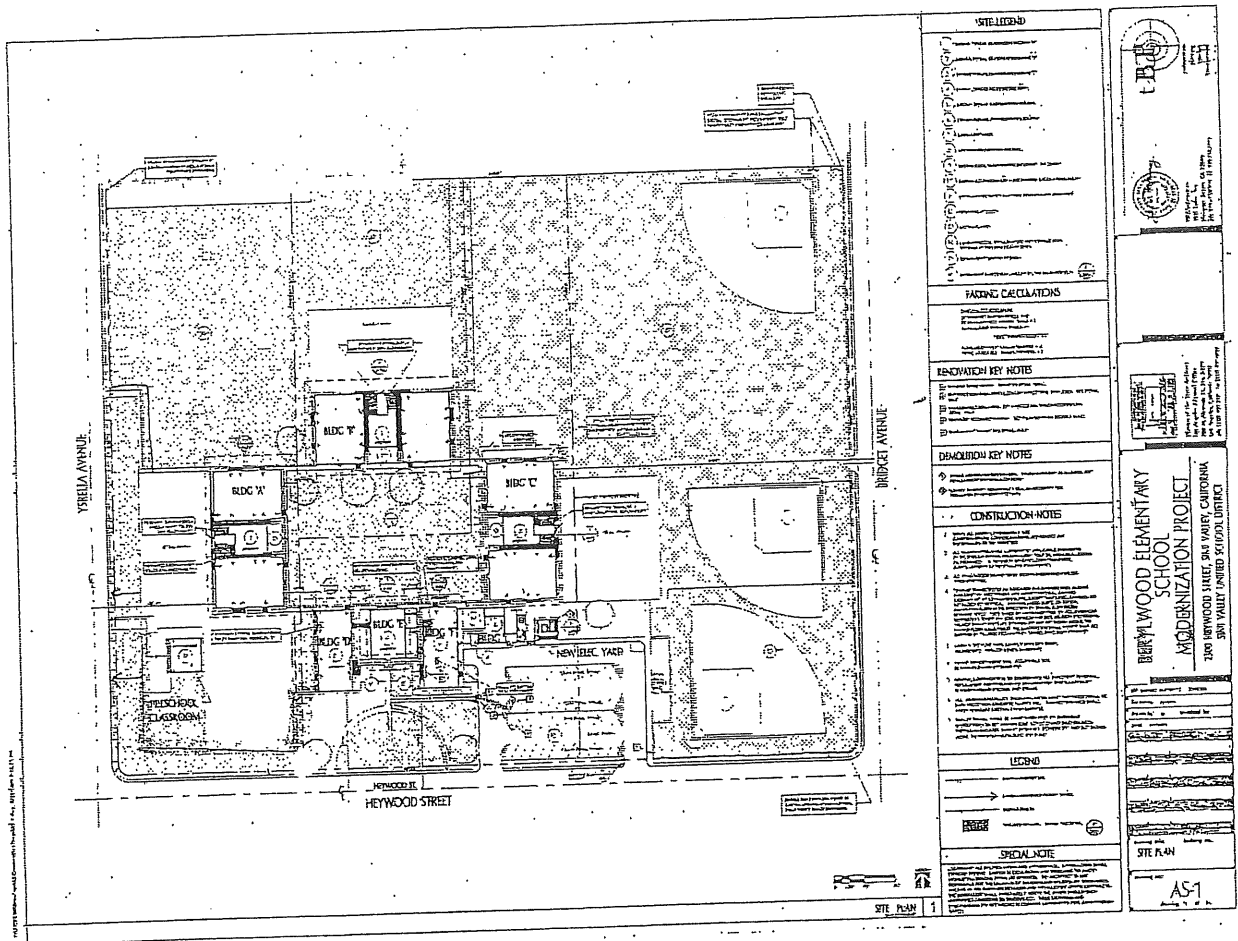


EXHIBIT "B"

Exhibit A-1

EXHIBIT A-1: SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE	
Architect	\$ 95 - \$ 160
Assistant Manager of Architecture	\$ 125 - \$ 185
Design Director	\$ 145 - \$ 230
Designer I - Architecture	\$ 70 - \$ 100
Designer II - Architecture	\$ 75 - \$ 125
Designer III - Architecture	\$ 90 - \$ 145
Interior Designer I	\$ 70 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 75
Job Captain	\$ 90 - \$ 145
Manager of Architecture	\$ 140 - \$ 245
Principal	\$ 175 - \$ 325
Project Architect	\$ 105 - \$ 175
Project Manager - Architecture	\$ 105 - \$ 175
Senior Architect	\$ 135 - \$ 220
Senior Designer - Architecture	\$ 135 - \$ 210
Senior Interior Designer	\$ 105 - \$ 195
Senior Project Manager - Architecture	\$ 135 - \$ 230

PLANNING / LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 100
Assistant Planner	\$ 70 - \$ 100
Associate Designer	\$ 80 - \$ 120
Associate Planner I	\$ 80 - \$ 120
Associate Planner II	\$ 90 - \$ 140
Designer - Landscape Architecture	\$ 95 - \$ 135
Intern	\$ 45 - \$ 75
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 140 - \$ 235
Manager of Planning	\$ 145 - \$ 240
Principal	\$ 175 - \$ 325
Principal Landscape Architect	\$ 130 - \$ 230
Principal Planner	\$ 140 - \$ 230
Senior Designer - Landscape Architecture	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 170
Senior Planner	\$ 110 - \$ 185

ENGINEERING / SURVEYING	
Agency Coordinator	\$ 55 - \$ 105
Construction Inspector	\$ 105 - \$ 155
Designer I - Engineering	\$ 50 - \$ 90
Designer II - Engineering	\$ 70 - \$ 115
Designer III - Engineering	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 125
Engineer II	\$ 100 - \$ 155
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 145 - \$ 230
Manager of Transportation Services	\$ 170 - \$ 280
Party Chief	\$ 80 - \$ 135
Principal	\$ 175 - \$ 325
Project Engineer	\$ 115 - \$ 175
Project Manager - Engineering	\$ 145 - \$ 230
Senior Designer - Engineering	\$ 105 - \$ 175
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 110 - \$ 180
Senior Project Engineer	\$ 135 - \$ 220
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 55 - \$ 80
Survey Technician II	\$ 70 - \$ 105
Survey Technician III	\$ 85 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

CORPORATE SERVICES	
Accounting Specialist	\$ 55 - \$ 100
Business Development Coordinator	\$ 85 - \$ 130
Business & Project Development Manager	\$ 100 - \$ 155
Chief Executive Officer	\$ 170 - \$ 350
Graphic Designer	\$ 80 - \$ 135
Manager of Marketing	\$ 100 - \$ 210
Marketing Assistant	\$ 50 - \$ 90
Marketing Coordinator	\$ 70 - \$ 110
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 125
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



**PROJECT ASSIGNMENT AMENDMENT
AGREEMENT NO. R20-01889
FOR LANDSCAPE ARCHITECT SERVICES**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and RRM DESIGN GROUP ("Architect") on October 23, 2019.

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

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

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

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

Design of security fencing and landscape improvements for Knolls Elementary School as further described in the attached Proposal from Architect dated September 19, 2019 (Attachment 1).

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

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

Basic Services Phases
Topographic Surveying and Mapping
Conceptual Design Plan and Meetings
Construction Documents

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

Design Disciplines
Design Consultants
As required.

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

Basic Services Phases	Completion Date
Topographic Surveying and Mapping	November 25, 2019
Conceptual Design Plan and Meetings	January 20, 2020
Construction Documents	March 25, 2020

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

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Topographic Surveying and Mapping	\$9,250.00	27.8%
Conceptual Design Plan and Meetings	\$7,700.00	23.1%
Construction Documents	\$15,700.00	47.1%
Reimbursables	\$ 650.00	2.0%
	Total Contract Price: \$33,300.00	100 %

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

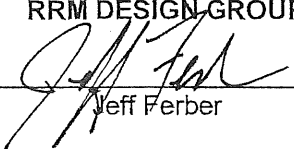
IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District
Simi Valley Unified School District

By: _____
Ron Todo

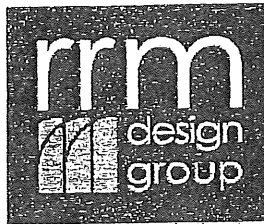
Title: Associate Superintendent, Business & Facilities

Architect
RRM DESIGN GROUP

By: 
Jeff Ferber

Title: Principal

Attachment 1



September 19, 2019
Page 1 of 5

Knolls Elementary School Fencing Improvements Scope of Services

PROJECT UNDERSTANDING

Simi Valley Unified School District ("the District") wishes to enhance the curb appeal and fencing security at the Knolls Elementary School. The existing campus perimeter chain link fencing will be removed in most locations. A combination of wire mesh, chain link, and decorative metal picket fencing will be installed as an upgrade. Existing gates will be upgraded as part of these improvements. Additionally, the District wishes to provide an accessible concrete walkway around the perimeter of the existing staff parking lot. New minimal landscape will be proposed in key areas to screen utility boxes, and equipment. See Site Plan Markup (Attachment D) for proposed limit of work.

SCOPE OF SERVICES

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

Task A: Surveying

Subtask A.01: Topographic Survey and Mapping

RRM's survey consultant (Hahn and Associates) will provide field surveying and mapping of the perimeter landscape frontages as indicated in Attachment D. Where feasible, the field survey work will be combined with the available record drawings provided by the District. The survey will include the following detail items:

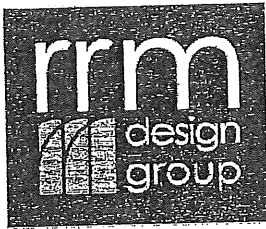
- Buildings
- Fences and walls
- Adjoining structures and improvements with grades
- Driveways and parking improvements (where applicable)
- Hardscape/Sidewalk Improvements
- Visible Utilities
- Invert Elevations of catch basins
- Overhead utility poles
- Drainage Structures and waterways
- Tree trunks over four (4) inches in diameter with drip lines within the project area
- Contours at one-foot intervals with spot elevations
- Right-of-way and boundary surveying not included in this scope

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

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



Deliverables:

- Digital Base Map in AutoCAD Civil 3D format for design and planning purposes

Fixed Fee:

- \$9,250 (see footnote)

Task B: Conceptual Design

Subtask B.01: Conceptual Design Plan

RRM will create a conceptual design plan to diagram the layout of proposed fencing and gate locations. The fencing layout will generally follow the existing path of the fencing. RRM will work with the District to capture proposed fence location adjustments at this time. The plan will layout proposed walkway improvements at the existing parking lot. Lastly, the plan will illustrate proposed landscape areas. The conceptual design plan will be provided in large (24x36) PDF format in basic colors for review and approval.

A draft of the conceptual design plan will be provided to the District for review. RRM will meet with the District (see meetings task) to review the concept and take comments.

Deliverables:

- One (1) conceptual design plan

Fixed Fee:

- \$6,500 (see footnote)

Subtask B.02: Project Team Design Meetings

RRM's project manager will meet with District staff to review the Conceptual Design to confirm fencing layout, walk the sites, and review lessons learned. Additionally, RRM will meet to review draft submittals of the construction documents and review the plans for comments. These meetings will likely occur on District grounds and will be coordinated in advance with District staff. These meetings will likely include discussions of multiple school projects. As such, the quantity of meetings will be limited and spread across each of the schools.

Deliverables:

- One (1) meeting with the District staff

Fixed Fee:

- \$1,200 (see footnote)

Task C: Construction Documents

Subtask C.01: Construction Documents



Knolls Elementary School Fencing Improvements
 Proposed Scope of Services
 September 19, 2019
 Page 3 of 5

RRM will develop the approved conceptual design plans into a set of construction documents. The construction document package will be provided to the District at 95% and final bid set completion levels. The following is a list of anticipated elements to be included as part of the construction document package.

Construction Document Package Contents:

- Demolition Plan: A site plan with instructions to contractor on demolition of existing fencing and gates
- Combined Construction\Planting Plan and Details: A series of site plans locating the proposed fencing, concrete walkway around parking, and curbing. Corresponding construction details (including District standards) will be provided. Deepened concrete mow curbs will be provided where grading dictates. Given the small nature of the trees proposed, the construction plan will also include proposed landscape screening along the frontage. The plan will include a plant palette, planting notes, and corresponding details.
- Irrigation Plan: A plan diagrammatically laying out adjustments to field irrigation due to fencing improvements as well as new irrigation for trees. Proposed irrigation equipment will be based on the District's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of the existing irrigation system based on available as-built data
- CSI Technical Specifications: CSI book specifications for pertinent sections related to the construction document plans. Front end specifications shall be provided by the District
- Cost Estimate: An opinion of probable construction cost will be provided at the 100% design submittal stage

Deliverables:

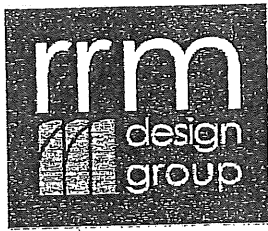
- One (1) construction document package submitted at 95%, and final bid stage

Fixed Fee:

- \$15,700 (see footnote)

Reimbursable Expenses

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



Knolls Elementary School Fencing Improvements
Proposed Scope of Services
September 19, 2019
Page 4 of 5

renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- \$650

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Locations for Meetings
- Record Drawings (where available)

LIMITATIONS OF SCOPE AND EXCLUSIONS

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

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

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



Knolls Elementary School Fencing Improvements
 Proposed Scope of Services
 September 19, 2019
 Page 5 of 5

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
Task A	Surveying	
A.01	Topographic Survey and Mapping	\$ 9,250
Task B	Conceptual Design	
B.01	Conceptual Design Plan	\$ 6,500
B.02	Project Team Design Meetings	\$ 1,200
Task C	Construction Documents	
C.03	Construction Documents	\$ 15,700
SUMMARY OF FEES:		\$ 32,650
Estimated Reimbursable Expenses:		\$ 650
ESTIMATED PROJECT TOTAL:		\$ 33,300

Fee Footnote

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

Adjustment to Hourly Billing Rates

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

Attachment D - Site Plan Markup

emcN:\X-FILES\X-Files-0801\X0844-01-Cl19-Knolls-Elementary-School-Fencing-Improvements\Proposal\Original-Docs\Proposal-Knolls Elementary School Fencing Improvements-9-19-19.doc

EXHIBIT "C"

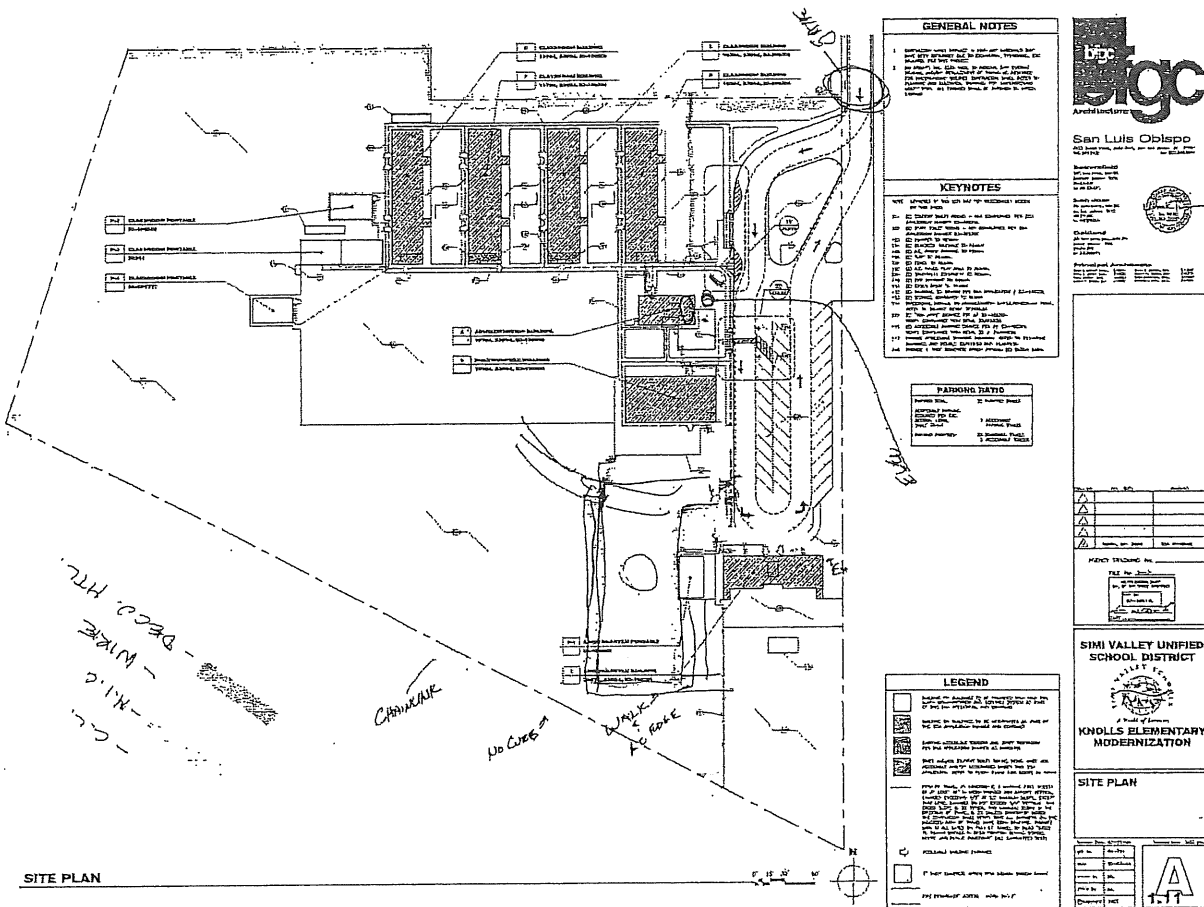


EXHIBIT A-1: SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE		
Architect	\$	95 - \$ 160
Assistant Manager of Architecture	\$	125 - \$ 185
Design Director	\$	145 - \$ 230
Designer I - Architecture	\$	70 - \$ 100
Designer II - Architecture	\$	75 - \$ 125
Designer III - Architecture	\$	90 - \$ 145
Interior Designer I	\$	70 - \$ 125
Interior Designer II	\$	90 - \$ 150
Intern	\$	45 - \$ 75
Job Captain	\$	90 - \$ 145
Manager of Architecture	\$	140 - \$ 245
Principal	\$	175 - \$ 325
Project Architect	\$	105 - \$ 175
Project Manager - Architecture	\$	105 - \$ 175
Senior Architect	\$	135 - \$ 220
Senior Designer - Architecture	\$	135 - \$ 210
Senior Interior Designer	\$	105 - \$ 195
Senior Project Manager - Architecture	\$	135 - \$ 230

PLANNING & LANDSCAPE ARCHITECTURE		
Assistant Designer	\$	70 - \$ 100
Assistant Planner	\$	70 - \$ 100
Associate Designer	\$	80 - \$ 120
Associate Planner I	\$	80 - \$ 120
Associate Planner II	\$	90 - \$ 140
Designer - Landscape Architecture	\$	95 - \$ 135
Intern	\$	45 - \$ 75
Landscape Architect	\$	95 - \$ 145
Manager of Landscape Architecture	\$	140 - \$ 235
Manager of Planning	\$	145 - \$ 240
Principal	\$	175 - \$ 325
Principal Landscape Architect	\$	130 - \$ 230
Principal Planner	\$	140 - \$ 230
Senior Designer - Landscape Architecture	\$	105 - \$ 160
Senior Landscape Architect	\$	110 - \$ 170
Senior Planner	\$	110 - \$ 185

ENGINEERING & SURVEYING		
Agency Coordinator	\$	55 - \$ 105
Construction Inspector	\$	105 - \$ 155
Designer I - Engineering	\$	50 - \$ 90
Designer II - Engineering	\$	70 - \$ 115
Designer III - Engineering	\$	90 - \$ 135
Engineer I	\$	85 - \$ 125
Engineer II	\$	100 - \$ 155
Land Surveyor	\$	115 - \$ 160
Manager of Engineering Services	\$	170 - \$ 280
Manager of Surveying	\$	145 - \$ 230
Manager of Transportation Services	\$	170 - \$ 280
Party Chief	\$	80 - \$ 135
Principal	\$	175 - \$ 325
Project Engineer	\$	115 - \$ 175
Project Manager - Engineering	\$	145 - \$ 230
Senior Designer - Engineering	\$	105 - \$ 175
Senior Land Surveyor	\$	130 - \$ 195
Senior Party Chief	\$	110 - \$ 180
Senior Project Engineer	\$	135 - \$ 220
Supervisor of Surveying	\$	135 - \$ 205
Survey Technician I	\$	55 - \$ 80
Survey Technician II	\$	70 - \$ 105
Survey Technician III	\$	85 - \$ 155

Surveying Crew Rates

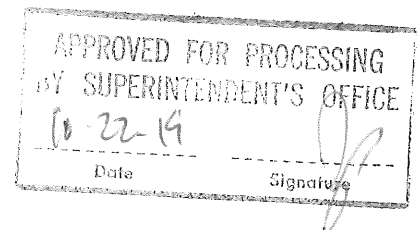
REGULAR

One person w/ GPS or Robotic Workstation	\$	125 - \$ 155
Two person	\$	175 - \$ 290
Three person	\$	235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$	150 - \$ 180
Two person	\$	225 - \$ 340
Three person	\$	325 - \$ 490

CORPORATE SERVICES		
Accounting Specialist	\$	55 - \$ 100
Business Development Coordinator	\$	85 - \$ 130
Business & Project Development Manager	\$	100 - \$ 155
Chief Executive Officer	\$	170 - \$ 350
Graphic Designer	\$	80 - \$ 135
Manager of Marketing	\$	100 - \$ 210
Marketing Assistant	\$	50 - \$ 90
Marketing Coordinator	\$	70 - \$ 110
Office Coordinator	\$	70 - \$ 125
Project Accountant	\$	65 - \$ 125
Project Administrator	\$	70 - \$ 125
Receptionist	\$	40 - \$ 80



**TITLE: RATIFICATION OF PURCHASE OF CLASSROOM FURNITURE
 FOR KATHERINE ELEMENTARY SCHOOL THROUGH MEASURE
 X FUNDING**

Business & Facilities
Consent #14

October 22, 2019
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

As the District continues to upgrade classrooms with new furniture, the Educational Services Department has identified 23 classrooms at Katherine Elementary School. With installation of the new furniture scheduled to begin over the Winter Break, it was necessary to place orders with manufacturers prior to obtaining Board Approval.

The following is a list of the expenditures with each furniture vendor, and the associated Piggyback Agreement, allowing for purchase without advertising for bids. Prices include sales tax and shipping. At the direction of the Associate Superintendent of Business and Facilities, purchase orders were placed with each of the vendors.

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$240,242.48	US Communities R-TC-18004
KI	\$6,681.80	CACB14518G FCCC-CSU
Safco	\$8,872.33	NIPA TCPN R142211
Hon (Crest Office)	\$44,677.34	NIPA TCPN R142208
School Specialty	\$55,606.88	NIPA TCPN R141608
Culver Newlin	\$3,659.91	Torrance USD 10-04.09.19
Lakeshore Learning Materials	\$26,952.54	PACE P00173
CDW-G	\$2,436.72	Sourcewell 100614
School Outfitters	\$18,926.80	TIPS 170302
Total	\$408,056.80	

Fiscal Analysis

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

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

On a motion # 41 by Trustee Blough, seconded by Trustee Subran and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, the purchase of classroom furniture for Katherine Elementary School.

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

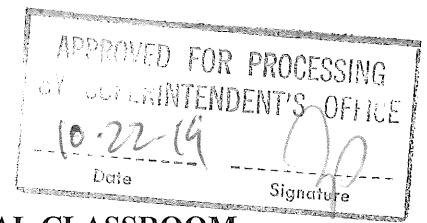
**TITLE: RATIFICATION OF PURCHASE OF CLASSROOM FURNITURE
 FOR KATHERINE ELEMENTARY SCHOOL THROUGH MEASURE
 X FUNDING**

Business & Facilities
Consent #14

October 22, 2019
Page 2 of 2

Recommendation

It is recommended that the Board of Education ratify the purchase of classroom furniture for Katherine Elementary School.



TITLE: RATIFICATION OF PURCHASE OF ADDITIONAL CLASSROOM FURNITURE THROUGH MEASURE X FUNDING

Business & Facilities
Consent #15

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Additional fill-in orders for furniture have been necessary at each of the upgraded school sites to make the installations complete.

The following table details the additional classroom furniture expenditures associated with each phase of the classroom renovation projects. The furniture purchases were made utilizing vendor piggyback agreements, allowing for purchase without advertising for bids.

PROJECT/SCHOOL SITES	ADDITIONAL FURNITURE PURCHASED
<u>Pilot Classrooms</u> : Atherwood Elementary, Santa Susana Elementary, Township Elementary, Royal High	\$20,738.21
Knolls Renovation of 11 Classrooms	\$49,123.68
<u>Classroom Beautification</u> : Arroyo Elementary, Atherwood Elementary, Madera Elementary, Wood Ranch Elementary, Valley View Middle, Royal High, Santa Susana High Note: Up to this phase, only expenditures above bid limit were Board Approved.	\$125,350.04
<u>Classroom Beautification Phase II</u> : Arroyo Elementary, Knolls Elementary, Mountain View Elementary, & Wood Ranch Elementary	\$8,272.66
<u>Classroom Beautification Phase III</u> : Atherwood Elementary, Valley View Middle, Santa Susana High	\$92,382.50
Santa Susana Elementary School Library Renovation	\$11,741.55
Miscellaneous Sites	\$78,427.22
Total	\$386,035.86

Fiscal Analysis

The additional expenditures for the furniture have been funded with Measure X Bond funds.

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

On a motion # 41 by Trustee Blough, seconded by Trustee Subran and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, the purchase of additional classroom furniture.

Ayes: Blough Noes: 0 Absent: White Abstained: 0

Subran
Smollen
LaBelle

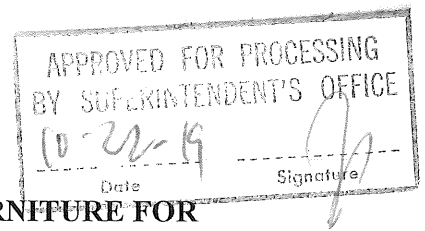
**TITLE: RATIFICATION OF PURCHASE OF ADDITIONAL CLASSROOM
FURNITURE THROUGH MEASURE X FUNDING**

Business & Facilities
Consent #15

October 22, 2019
Page 2 of 2

Recommendation

It is recommended that the Board of Education ratify the purchase of additional classroom furniture.



**TITLE: APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR
WHITE OAK ELEMENTARY SCHOOL THROUGH MEASURE X
FUNDING**

Business & Facilities
Consent #16

October 22, 2019
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

As the District continues to upgrade classrooms with new furniture, the Educational Services Department has identified 22 classrooms at White Oak Elementary School. Installation is being planned for the upcoming Spring Break.

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

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$248,537.81	US Communities R-TC-18004
KI	\$31,701.58	CACB14518G FCCC-CSU
Safco	\$6,184.29	NIPA TCPN R142211
Hon/Bluespace	\$22,338.29	NIPA TCPN R142208
School Specialty	\$47,704.72	NIPA TCPN R141608
Culver Newlin	\$1,973.13	Torrance USD 10-04.09.19
Lakeshore Learning Materials	\$26,757.67	PACE P00173
CDW-G	\$3,691.55	Sourcewell 100614
School Outfitters	\$12,789.61	TIPS 170302 (Multiple Vendor Award)
Hertz	\$4,842.39	TIPS 170302 (Multiple Vendor Award)
Total	\$406,521.04	
Allowance 7.5%	\$30,489.08	
Total with 7.5% Allowance	\$437,010.12	

Fiscal Analysis

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

The Board of Education adopted Resolution No. 01-19/20, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2019-2020 Fiscal Year, at the June 25, 2019 Board Meeting.

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, the purchase of classroom furniture for White Oak Elementary School.

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

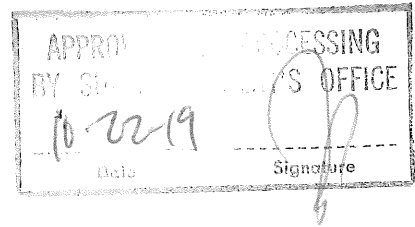
**TITLE: APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR
WHITE OAK ELEMENTARY SCHOOL THROUGH MEASURE X
FUNDING**

Business & Facilities
Consent #16

October 22, 2019
Page 2 of 2

Recommendation

It is recommended that the Board of Education approve the purchase of classroom furniture for White Oak Elementary School.



**TITLE: APPROVAL OF AGREEMENT NOS. A20.062 AND R20-02107
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TYR,
INC. FOR ONGOING INSPECTION SERVICES AND FOR
INSPECTION OF THE SIMI VALLEY HIGH SCHOOL MPR
RENOVATION PROJECT**

Business & Facilities
Consent #18

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Simi Valley High School MPR Renovation Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education. The firm of TYR, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Fiscal Analysis

Agreement No. A20.062 (Exhibit A) is a no-cost master services agreement for provision of project inspectors required by DSA. Agreement No. R20-02107 (Exhibit B) is for providing a project inspector for the Simi Valley High School MPR Building Renovation Project for a not-to-exceed amount of \$215,040.00.

Additional information is available at the Bond Management Office.

These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement Nos. A20.062 and R20-02107 for ongoing inspection services, and for provision of a project inspector for the Simi Valley High School MPR Building Renovation Project with the firm of TYR, Inc.

On a motion # 91 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement Nos. A20.062 and R20-02107 with TYR, Inc. for ongoing inspection services and for provision of a project inspector for the Simi Valley High School MPR Renovation Project.

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

AGREEMENT A20.062 FOR ON-GOING PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services ("Agreement") is entered into October 23, 2019 by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **TYR, Inc.** ("Inspector Firm"); the District and the Inspector Firm are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

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

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect ("DSA").

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

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

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

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

WHEREAS, Inspector Firm has accounted for all of the projected costs associated with AB-5 in its Proposal for the Project Assignment Amendment (PAA).

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services ("Project Inspectors"), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

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

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

1. Project Inspector Services

- 1.1. General. The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be of the proper classification for the Assigned Project, and shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s)

designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) (iii) verified reports (Form DSA 6-PI), and (iv) daily inspection reports required by the District.
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction

Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
 - 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
 - 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
 - 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion.

If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.10.4. DSA Certification. The Project Inspector shall complete and submit to DSA all documentation required from the Project Inspector for DSA final certification of each Assigned Project.
- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be provided to the District prior to the District's processing of payment for the inspection associated with the daily records, and shall be made available to the Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance

with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

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

3. District Responsibilities

- 3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.
- 3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.
- 3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

- 4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set

forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Los Angeles, Kern, Ventura and Orange, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

- 4.2. Additional Project Inspector Services. If the District authorizes Additional Project Inspector Services for an Assigned Project, the compensation due the Inspector Firm for such Additional Project Inspector Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Project Inspector Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Project Inspector Services multiplied by the applicable personnel hourly rate set forth in the PAA for the Assigned Project.
- 4.3. Reimbursable Expenses. There are no Reimbursable Expenses except for those authorized in advance by the District. If the District authorizes any Reimbursable Expenses, the Inspector Firm will be paid the direct actual costs (including credits for trade discounts) of the authorized Reimbursable Expense item without mark-up.
- 4.4. Inspector Firm Billings to District. During the course of providing Project Inspector Services for an Assigned Project, the Inspector Firm shall submit monthly billing invoices to the District for payment for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. If PAAs are issued by the District to the Inspector Firm for multiple Assigned Projects and the Inspector Firm is concurrently providing Project Inspector Services for such Assigned Projects, the Inspector Firm shall submit separate billing invoices to the District for each separate Assigned Project. Inspector Firm's billings shall be in such form and format as may be reasonably requested by the District and shall be based upon the actual time of the Inspector Firm's Project Inspector(s) incurred to complete Project Inspector Services, multiplied by the applicable hourly rate for each Project Inspector, as set forth in the PAA for an Assigned Project.
- 4.5. District Payment to Inspector Firm. Within thirty (30) days of receipt of Inspector Firm's billing invoices, the District will make payment to Inspector Firm of undisputed amounts due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses for an Assigned Project. The District may withhold or deduct portions of the payment otherwise due to the Inspector Firm hereunder if Inspector Firm or the Project Inspector of an Assigned Project fails to timely and completely perform material obligations to be performed on its part under this Agreement or the PAA for an Assigned Project, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 4.6. Inspector Firm's Payments. The Inspector Firm shall promptly pay its employees and others performing or providing Project Inspector Services or authorized Additional Project Inspector Services for an Assigned Project upon receipt of payments from the District. If required by applicable law, rule or regulation, the Inspector Firm's payments to personnel providing or performing Project Inspector Services or authorized Additional

Project Inspector Services for an Assigned Project 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 Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.

5. Insurance; Indemnity

- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount 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.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder, with separate endorsements identifying Simi Valley Unified School District as an Additional Insured. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each

policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 5.6. District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

5.7. Indemnity.

- 5.7.1. Inspector Firm Indemnity of District. To the fullest extent permitted by law, the Inspector Firm shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Inspector Firm's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful acts, omissions, errors and/or other conduct of Inspector Firm, Project Inspector(s) or the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement and any PAA issued hereunder. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement and the PAA or termination of this Agreement or the PAA until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- 5.7.2. District Indemnity of Inspector Firm. The District shall indemnify and hold harmless Inspector Firm from all claims arising out of bodily injury (including death) and physical damage (other than to the Assigned Project itself and property covered by a policy of Builder's Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Education approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Inspector Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.
- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services

and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.

- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.
8. Miscellaneous
 - 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.
 - 8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.
 - 8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
 - 8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.
 - 8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

- 8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind the District to all terms hereof and authority granted to enter into this Agreement.
- 8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Anthony Joseph
Bond Program Manager
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to Inspector Firm:

Youssef Sobhi
President
TYR, Inc.
796 Wonder Lane
Costa Mesa, CA 92627

8.8. Disputes.

- 8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.
- 8.8.2. Non-Binding Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Inspector Firm commencing binding dispute proceedings.
- 8.8.3. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Inspector Firm's initiation of any binding dispute resolution procedure or proceeding.
- 8.8.4. Binding Arbitration.
- 8.8.4.1. JAMS Arbitration. Any claims, disputes, disagreements or other matters in controversy between the District and the Inspector Firm which are not resolved by

non-binding mediation shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

- 8.8.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. Arbitration proceedings commenced hereunder are subject to consolidation with any other arbitration proceedings commenced relating to the Assigned Project subject to a Demand for Arbitration.
- 8.8.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 8.8.4.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.8.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 8.8.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Site of an Assigned Project is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Inspector Firm has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds

exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Assigned Project on a common issue of law or fact.

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

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.
- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which establishes the specific terms and conditions for the Inspector Firm's performance and

EXHIBIT "A"

provision of Project Inspector Services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Inspector Firm, the Inspector Firm shall have no right to provide project inspection services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Project Inspector.

10. Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

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

"DISTRICT"

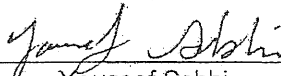
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Title: Associate Superintendent of Business
& Facilities

"INSPECTOR FIRM"

TYR, Inc.

By: _____
Youssef Sobhi

Title: President

EXHIBIT A TO
 AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES
 PROJECT ASSIGNMENT AMENDMENT

AGREEMENT R20-02107

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and TYR, Inc. ("Inspector Firm") as of October 23, 2019.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A20.062 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 Project Inspector agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Class 1 DSA Inspector for the Simi Valley High School MPR Renovation Project, and for inspection of other projects as allowed by DSA. The Class 1 DSA Inspector shall be Kevin Jeters for the duration of the Simi Valley High School MPR Renovation Project, unless another inspector is authorized by the District.
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 Inspector. The Inspector Firm designates the Project Inspector (Kevin R. Jeters) identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment, and also includes all projected costs related to AB-5, which becomes effective beginning on January 1, 2020.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is the **not to exceed amount of Two-Hundred Fifteen Thousand and Forty Dollars (\$215,040.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated October 4, 2019 (Exhibit 2). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the 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 Three-Hundred and Fifty (350) calendar days for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of January 2, 2020. The actual start date for these inspection services will be based on the successful bid and award of the project. 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

EXHIBIT "B"

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

6. Agreement Terms. All terms of the Agreement for Ongoing Services 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"
TYR, Inc.

By: _____
Ron Todo

By: 
Youssef Sobhi

Title: Associate Superintendent

Title: President

**EXHIBIT 1 TO AGREEMENT R20-02107
PROJECT ASSIGNMENT AMENDMENT FOR PROJECT INSPECTOR SERVICES**

PROJECT: SIMI VALLEY HIGH SCHOOL MPR BUILDING RENOVATION

Project Inspector	DSA Certification No.	Hourly Billing Rate	
Kevin R. Jeters	5685	<u>Straight Time</u> Mondays-Fridays (8 hour work day)	\$105.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	Not applicable
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	Not applicable
		<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 "B"

EXHIBIT "B"



EXHIBIT 2

October 4, 2019

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

REFERENCE: ESTIMATED COST PROPOSAL - SIMI VALLEY HIGH SCHOOL MULTIPURPOSE ROOM RENOVATION PROJECT (DSA No. 03-118786)

Dear Mr. Joseph,
 TYR, Inc. is honored to submit an estimated cost proposal for project inspection services for Simi Valley Unified School District for the above-named project.

ESTIMATED COST

The following estimated cost proposal is based upon an estimated project start date of January 2, 2020 and an estimated project duration of one (1) year. With a DSA Class 1 Project Inspector with an hourly rate of \$105.00, the estimated cost of inspection services is \$215,040.00. (Please note that this estimate excludes overtime, off hours, and legal holidays.)

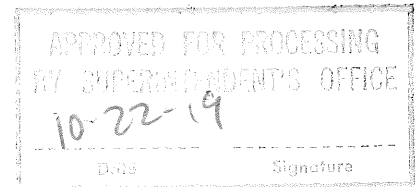
Please refer to the breakdown below:

Simi Valley Unified School District Simi Valley High School MPR Renovation Project DSA No. 03-118786				
Duration	Calendar Days	Working Days	Hours	Project Inspector Estimated Cost
2-Jan-20	30	22	176	\$ 18,480.00
Feb-20	29	20	160	\$ 16,800.00
Mar-20	31	22	176	\$ 18,480.00
Apr-20	30	22	176	\$ 18,480.00
May-20	31	20	160	\$ 16,800.00
Jun-20	30	22	176	\$ 18,480.00
Jul-20	31	22	176	\$ 18,480.00
Aug-20	31	21	168	\$ 17,640.00
Sep-20	30	21	168	\$ 17,640.00
Oct-20	31	22	176	\$ 18,480.00
Nov-20	30	20	160	\$ 16,800.00
Dec-20	31	22	176	\$ 18,480.00
02-Jan-21	2	0	0	\$ -
Total Estimate	367	256	2048	\$ 215,040.00

If there is any additional information you may need, please do not hesitate to call.

Best Regards,

Youssef Sobhi
 President and Senior Inspector



TITLE: APPROVAL OF PURCHASE OF ADDITIONAL CLASSROOM FURNITURE FOR KATHERINE ELEMENTARY SCHOOL THROUGH MEASURE X FUNDING

Business & Facilities
Consent #19

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Under a separate Consent Item, the Board of Education is being presented with a Ratification of Purchase of Classroom Furniture for Katherine Elementary School Through Measure X Funding.

Staff anticipates there will be fill-in orders for furniture needed to make the installation complete, similar to what has been necessary at each of the prior upgraded school sites.

Staff is requesting a 7.5% allowance above what is being ratified, as detailed below.

Submitted for Ratification under Separate Consent Item	\$408,056.80
Allowance of 7.5%	\$30,604.26
Total with 7.5% Allowance	\$438,661.06

Fiscal Analysis

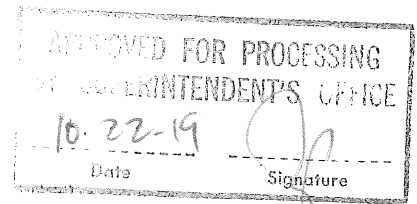
This expenditure will be funded with Measure X Bond funds.

Recommendation

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

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, the purchase of additional classroom furniture for Katherine Elementary School.

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



TITLE: APPROVAL OF AGREEMENT NO. R20-02116 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING, INC., FOR THE ROYAL HIGH SCHOOL SCIENCE CLASSROOM BUILDING

Business & Facilities
Consent #21

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 17, 2017 the Board of Education approved the list of selected firms for on-call architectural services for the Measure X Bond Program. Design services are required for a new science/ classroom building for Royal High School. The firm of Little Diversified Architectural Consulting, Inc. is on the approved list and can provide these services. A pre-design study of various building options is included as the first phase of the attached agreement.

Fiscal Analysis

Agreement R20-02116 (Exhibit "A") is for a **total estimated fixed fee of \$544,500.00** for design services associated with the District selecting the custom building option, or a **total estimated fixed fee of \$332,000.00** for design services associated with the District selecting the pre-engineered building. These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement R20-02116 for design services for the Royal High School Science/ Classroom Building with Little Diversified Architectural Consulting, Inc

On a motion # 41 by Trustee Blough, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement R20-02116 for the Royal High School Science/ Classroom Building with Little Diversified Architectural Consulting, Inc.

Ayes: Blough Noes: 0 Absent: White Abstained: 0
Jubran
Smollan
La Belle

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R20-02116

ROYAL HIGH SCHOOL NEW SCIENCE / CLASSROOM BUILDING

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Little Diversified Architectural Consulting, Inc. ("Architect") as of October 23, 2019.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A17.430 ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

1. **Assigned Project Description.** The Assigned Project is described as follows: **Design Services for New Science / Classroom Building at Royal High School.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is Seven Million Two-Hundred Thousand Dollars (\$7,200,000.00).
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Phase 1: Pre-Design Options Study - Analysis of Science versus Classroom Building, Analysis of Potential Locations for Building, Analysis of Cost and Size of Building for Each Option within Construction Budget.
Phase 2: Schematic Design
Phase 3: Design Development
Phase 4: Construction Documents
Phase 5: DSA Review & Approval
Phase 6: Bid & Award
Phase 7: Construction Administration
Phase 8: DSA Close with Certification

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

Design Disciplines; Design Consultants
Civil Engineering an Landscape Architect (in-house consultants)
Structural Engineering
Technology and Security Systems
MEP Engineering
Cost Estimating
Other:

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

Basic Services Phases	Completion Date
Phase 1: Pre-Design Options Study - Analysis of Science versus Classroom Building, Analysis of Potential Locations for Building, Analysis of Cost and Size of Building for Each Option within Construction Budget.	Tuesday, February 18, 2020
Phase 2: Schematic Design	Sunday, April 19, 2020
Phase 3: Design Development	Saturday, June 20, 2020
Phase 4: Construction Documents	Wednesday, October 21, 2020
Phase 5: DSA Review & Approval	Saturday, January 30, 2021
Phase 6: Bid & Award	Friday, April 30, 2021
Phase 7: Construction Administration	Friday, October 14, 2022
Phase 8: DSA Close with Certification	Thursday, December 01, 2022

6. **Assigned Project Contract Price (Custom Building Option).** If the District elects to have a custom building designed and constructed, the Contract Price for the Assigned Project will be based on the state of California's sliding fee schedule, and will be reconciled to the construction contract bid award amount. The preliminary fee of **Five-Hundred Forty-Four Thousand Five-Hundred Dollars (\$544,500.00)** is based on a Construction Budget of \$7,200,000.00 as described on the attached Proposal from Architect dated October 14, 2019 (Attachment 1). The Contract Price for the custom building option is allocated to the Basic Services Phases as follows:

Basic Services Phases	Estimated Contract Price Allocation	Percentage of Construction Budget
Phase 1	\$25,000	Lump-Sum Line Item
Phase 2	\$51,950	10%
Phase 3	\$77,925	15%
Phase 4	\$181,825	35%
Phase 5	\$25,975	5%
Phase 6	\$25,975	5%
Phase 7	\$129,875	25%
Phase 8	\$25,975	<u>5%</u>
	Total Estimated Fixed Fee: \$544,500	100%

7. **Assigned Project Contract Price (Pre-Engineered Building Option).** If the District elects to have a pre-engineered building constructed, the Contract Price for the Assigned Project will be based on reconciling the costs of the pre-engineered building and associated improvements in accordance with the percentages outlined in the table below. A preliminary fee of **Three-Hundred Thirty-Two Thousand Dollars (\$332,000.00)** would be established, based on a Construction Budget of \$7,200,000.00 as described on the attached Proposal from Architect dated October 14, 2019 (Attachment 1). The Contract Price for the custom building option is allocated to the Basic Services Phases as follows:

Basic Services Phases	Estimated Contract Price Allocation	Percentage of Construction Budget
Phase 1	\$25,000 for Pre-Design Options Study	Lump-Sum Line Item
Phases 2 through 8	\$124,000 based on 4% of the cost of the pre-engineered building, and its foundation as provided by the manufacturer, and foundation contractor. This portion of the Architect's fee is an estimate based on pricing from a pre-engineered classroom building from Silver Creek Industries with an estimated cost of \$2,600,000 plus a concrete foundation with an estimated cost of \$500,000.	4% of cost of pre-engineered building and foundation.
Phases 2 through 8	\$63,000 based on 9% of the cost of interior improvements to the building including fire alarm, low voltage systems, security, technology, clocks, phones, and public address systems. This portion of the Architect's fee is an estimate based on adding \$700,000 of interior improvements to the pre-engineered building.	9% of cost of interior improvements to the pre-engineered building.
Phase 2 through 8	\$120,000 based on 12% of the cost of exterior site improvements including path-of-travel upgrades, grading, paving, landscaping, utilities, electrical power service with a total estimated cost of \$1,000,000.	12% of the cost of exterior site improvements and utilities.
	Total Estimated Fixed Fee: \$332,000	

8. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in Attachment 1.
9. **Agreement Terms.** All terms of Agreement A17.430 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA. In the event of a conflict between the sliding fee identified in this Agreement, and the California State Sliding fee for design of public school facilities, the California State Sliding fee shall govern. No reimbursable expenses are allowed under this agreement.

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

District
Simi Valley Unified School District

By: _____

Ron Todo
Associate Superintendent,
Business & Facilities

Architect
Little Diversified Architectural Consulting, Inc.

By: _____

Jay R. Tittle, AIA
Studio Principal

Mr. Pedro Avila
Director of Facilities
Simi Valley Unified School District
pedro.avila@simivalleyusd.org
875 East Cochran Street
Simi Valley, CA 93065

October 14, 2019

RE: Royal High School
New Science Classroom Building

Mr. Avila:

As requested, this Proposal is to provide Professional Design Services to the District to develop a new Science Classroom Building for Royal High School.

Scope of Services

The Project Scope is To Be Determined. An initial Pre-Design Phase will help the District decide the Scope. We will develop Conceptual Options with Cost Estimates for District decision-making. The options will include at least the following:

1. 2-story Building per the Campus Master Plan with (10) Science Labs, Science Prep, (4) Severe Special Education Classrooms/Support Spaces, and Toilets.
2. Single-story Building with (10) Science Labs, Science Prep, and Toilets.
3. 2-story Building with (10) Science Labs, Science Prep, and Toilets.
4. Single-story and/or 2-story Pre-Engineered Building with (10) Science labs, Science Prep, and Toilets.
5. Consideration of building standard classrooms instead of science labs along with alternative campus locations to fit within the budget.

Budget

The total budget for the project including hard and soft costs is \$12,000,000. The building hard construction cost is budgeted at \$7,200,000.

1300 Dove Street
Suite 100
Newport Beach, CA 92660
Telephone: 949.698.1400
Fax: 949.698.1433

Consultants

1. Civil Engineering and Landscape Architect is Little's in-house Land Development Studio.
2. Structural Engineering is John A. Martin & Associates.
3. Technology and Security Systems design is Vantage Technology.
4. MEP Engineering is EGI (formerly AMPE).
5. Cost Estimating is Cumming.

Schedule

The following is a preliminary proposed Schedule:

- | | |
|--------------------------------|-----------------------|
| 1. Pre-Design Options Study | now through 2/18/2020 |
| 2. Schematic Design | 2/19/2020- 4/19/2020 |
| 3. Design Development | 4/20/2020- 6/20/2020 |
| 4. Construction Documents | 6/21/2020- 10/21/2020 |
| 5. DSA* | 10/22/2020- 1/30/2021 |
| 6. Bid & Award | 2/1/2021- 4/30/2021 |
| 7. Construction Administration | 6/2021- October 2022 |

(* With the new DSA electronic plan check process, they have been averaging 1-week per \$1M of construction value for their initial checks.....per Doug Humphrey.)

Fees

1. For the Pre-Design Phase, our fee for Architectural and Cost Estimating is a Phased Fixed Fee of \$25,000.
2. For a Pre-Engineered Building:
Based on the above understanding we propose to provide Professional Design Services for a **Percentage of Construction Fee** based on the following components:
 - A. 4% of the cost of the pre-engineered building as provided by the manufacturer, plus
 - B. 9% of the cost of interior building improvements (typically low voltage systems involving fire alarm, security, technology, clocks, phones, and public address), plus

1300 Dove Street
Suite 100
Newport Beach, CA 92660
Telephone: 949.698.1400
Fax: 949.698.1433

- C. 12% of the cost of exterior site improvements (typically path-of-travel upgrades, grading, paving, landscaping, utilities including power service connection/upgrade).

3. For a custom designed building:

Our fees would revise, from above, to utilize the "State" sliding fee schedules. Specifically, these are based on construction costs and are defined as follows:

New Building Construction

- A. 9.0% of the first \$500,000 in construction cost, plus
- B. 8.5% of the next \$500,000 in construction cost, plus
- C. 8.0% of the next \$1,000,000 in construction cost, plus
- D. 7.0% of the next \$4,000,000 in construction cost, plus
- E. 6.0% of the next \$4,000,000 in construction cost, plus
- F. 5.0% of anything above \$10M in construction cost.

Based on a target Construction Budget of \$7,200,000, we will invoice a sliding scale fee based on that budget. Based on the sliding scale above, the initial fee for Phases B-H will be preliminarily set at \$519,500 but will be shown as a sliding scale fee. The budget and fee will be adjusted to the bid unless modified prior in writing by the District.

Work will be invoiced monthly as work progresses within the following phases:

- | | |
|---------------------------------|------------------|
| A. Pre-Design | \$25,000. |
| B. Schematic Design | 10% of \$519,500 |
| C. Design Development | 15% of \$519,500 |
| D. Construction Documents | 35% of \$519,500 |
| E. DSA Review & Approval | 5% of \$519,500 |
| F. Bid & Award | 5% of \$519,500 |
| G. Construction Administration | 25% of \$519,500 |
| H. DSA Close with Certification | 5% of \$519,500 |

We do not anticipate any Reimbursable Expenses.



EXHIBIT "A"

LITTLE[®]
DIVERSIFIED ARCHITECTURAL CONSULTING

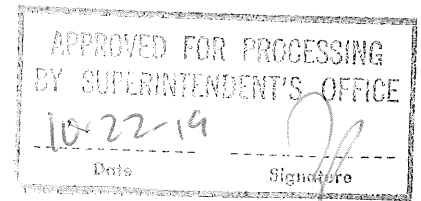
Please let me know if you have any questions regarding this Proposal.

Thank you.

Sincerely,

Jay Tittle, AIA
Studio Principal/ Community
C12955
Little Diversified Architectural Consulting
1300 Dove Street, Suite 100
Newport Beach, CA 92660
(M) 818.437.7314

1300 Dove Street
Suite 100
Newport Beach, CA 92660
Telephone: 949.698.1400
Fax: 949.698.1433



TITLE: APPROVAL OF AGREEMENT NO. R20-02069 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS FOR DESIGN SERVICES FOR RELOCATION OF TWO MODULAR BUILDINGS TO THE RSRPD COMMUNITY POOL

Business & Facilities
Consent #22

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 17, 2017 the Board of Education approved the list of selected firms for on-call architectural services for the Measure X Bond Program. Architectural services are needed for relocating two District-owned portables to the Rancho Simi Recreation & Park District Community Pool for use by the Royal High School swim team. The firm of Amador Whittle Architects, Inc. is on the approved list and can provide these services.

Fiscal Analysis

Agreement No. R20-02069 (Exhibit "A") is for a **total fixed-fee of \$57,304** for design services for relocating two District-owned portable buildings to the RSRPD community pool.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement R20-02069 for design services for relocating two portable buildings to the Rancho Simi Recreation & Park District community pool.

On a motion # 41 by Trustee Blough, seconded by Trustee Subran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement R20-02069 with the firm of Amador Whittle Architects, Inc.

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

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R20-02069
 TO
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is executed by and between Simi Valley Unified School District and Amador Whittle Architects, Inc. ("Architect") as of October 23, 2019.

Whereas, the District entered into a written Agreement entitled Agreement A20.043 for On-Going Architect Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

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

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

- Assigned Project Description.** The Assigned Project is described as follows: **Relocation of Two District-owned Portable Buildings to the Rancho Simi Recreation & Park District Community Pool** per the attached Proposal (Attachment 1) from Architect dated September 12, 2019.

- Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is **One-Hundred Sixty Thousand Dollars (\$160,000.00).**

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

Basic Services Phases
Field investigations and 30% Construction Documents
Engineering, including fire sprinkler system design, structural engineering for proper support and anchorage of the buildings, civil engineering and fire water supply line engineering, and electrical engineering for power and fire alarm systems.
60% Construction Documents
100% Construction Documents
Coordination with governing agencies to facilitate permitting.

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

Design Disciplines; Design Consultants
Structural Engineering – Orion Structural Group, Inc.
Mechanical, Plumbing, and Electrical Engineering – J & S Consulting Engineers, Inc.
Civil Engineering – Mollenhauer Group, Civil, Inc.
Fire Sprinkler System Design – Integrated Fire & Safety

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

Basic Services Phases	Completion Date
Field Investigations and 30% Construction Documents	Monday, December 23, 2019

Basic Services Phases	Completion Date
Engineering, including fire sprinkler system design, structural engineering for proper support and anchorage of the buildings, civil engineering and fire water supply line engineering, and electrical engineering for power and fire alarm systems.	Monday, December 23, 2019
60% Construction Documents	Monday, February 03, 2020
100% Construction Documents	Friday, April 24, 2020
Coordination with governing agencies to facilitate permitting.	As required to facilitate permitting.

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a **lump sum fixed price of Fifty-Seven Thousand Three-Hundred and Four Dollars (\$57,304.00)**. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
Field Investigations and 30% Construction Documents	\$10,000
60% Construction Documents	\$10,000
100% Construction Documents	\$10,004
Fire Sprinkler System Design	\$ 2,000
Structural Engineering	\$ 5,440
Civil Engineering	\$14,460
Electrical Engineering	\$ 4,900
Reimbursables (Not-to-Exceed Amount)	\$ 500
Total Contract Price:	\$57,304

7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in Attachment 1.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

District
Simi Valley Unified School District

By: _____
Ron Todo

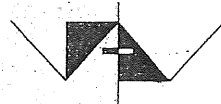
Title: Associate Superintendent, Business & Facilities

Architect
Amador Whittle Architects, Inc.

By: _____
Jean Amador, AIA

Title: President

Attachment 1



AMADOR WHITTLE
ARCHITECTS, INC

September 12, 2019

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

Attention: Pedro Avila, Director of Facilities and Planning

Project: **Relocation of two Modular Buildings to RSRPD Community Pool**

Subject: A/E Fee Proposal

Dear Mr. Avila:

In accordance with your Request for Proposal, Amador Whittle Architects, Inc "AWA" are pleased to provide this proposal for the referenced project.

SCOPE OF WORK

Provide Construction Documents and Project Coordination with governing agencies to facilitate the permitting for relocation of two Modular Buildings to RSRPD Community Pool at 1765 Royal Avenue. This effort is based on drawings provided by the District of the Modtech Incorporated PC 04-107801, 24 X 40 Building Plans and Site Plan locating the buildings at the RSRPD Community Pool. Two field visits/meetings with users included.

- Verification or alterations to existing site and building facilities of Rancho Simi Recreation and Park District "RSRPD" for American Disabilities Act are additional services - hours as required by City Permitting.
- Construction Administration Services are provided in this effort with exception of Civil Engineer and Fire Sprinkler Engineer/Contractor. Construction Administration is based on the District contracting directly with General Contractor and two months of construction.
- The Structural Engineering is to support the Modular provided information with Structural drawings and calculations of the foundation and the reconnecting the Buildings where separated for transportation.
- The Fire Sprinklers shall be design-build by Integrated Fire and Safety with the design portion of the proposal included here.
- Civil Engineering includes a survey of recently constructed concrete slab placed for base to two Modular's. Coordination of Fire Water lines to supply the Fire Suppression System in the building.
- J& S Engineering will provide design for electrical power and fire alarm. Design and coordinate a new service from Edison. Assumption is the electrical power supply to the two Modular Buildings will be from the closest Edison public power pole to transformer to electrical panels in building. J& S will also provide a working Fire Alarm system design for the two Modular.

Amador Whittle Architects, Inc.
 September 12, 2019
 Page 2 of 2

PROPOSAL

We propose an Estimated Hourly Fee of Fifty seven thousand and three hundred and four dollars (\$ 57,304.00) broken down as follows:

Principal	83 hour's	x	\$ 184.	=	\$15,272.
Architect	68	x	138.	=	9,384.
Designer	45	x	90.	=	4,050.

AWA SUB TOTAL = \$ 28,707.

J&S Consulting Engineers = \$ 4,900.

Orion Structural Group Inc. =\$ 5,440.

Mollenhauer Group, Civil Engineering

Design Survey	=	\$2,435.
VCWWD Improvements	=	\$5,200.
Civil On-Site Improvements at Slab	=	\$6,825.
		=\$ 14,460.

Integrated Fire & Safety = \$ 2,000.

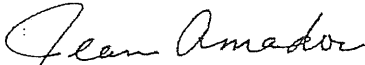
(AWA mark-up 5% on consultants) = \$ 1,338.

Printing Reimbursements (agencies) = \$ 500.

Grand TOTAL = \$ 57,304.00.

Our fee excludes DSA approval, DSA, City of Simi Valley and other agency permits, and fees building interior furniture and build outs and Construction Administration Services.

Sincerely,
AMADOR WHITTLE ARCHITECTS, INC.


 Jean A. Amador AIA
 Principal



A. S. ENGINEERING
ENGINEERS, INC.

August 14, 2019

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

Proposal # 19-173

**Re: SIMI VALLEY SCHOOL DISTRICT
Portables at Pool**

Dear Jean,

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

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

I. BASIC ENGINEERING SERVICES:

A. Field Investigation

1. Field verify existing point of connections on existing.
2. Field verify location of the SCE poles to be used to feed the relocated modular buildings.
3. Coordination with SCE.

B. Provide electrical design as follows:

1. Provide new electrical service to feed the relocated (2) modular buildings.
2. Submit site plan with load calculations to SCE.
3. Prepare final site plan & calculations for SCE submittal.

C. Services not included:

1. Systems and services other than listed above.
2. Construction phase services.

II. ENGINEERING FEES

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

Electrical

Field Investigation/Coordination	\$ 2,000.00
Design	\$ 2,900.00

Total = \$ 4,900.00

III. ADDITIONAL SERVICES

Additional services, when authorized in writing, will be charged at the following hourly rates:

Principal	\$ 160.00
Project Engineer	\$ 140.00
Sr. Engineer	\$ 120.00
Designer	\$ 105.00
CADD Manager	\$ 95.00
CADD Operator	\$ 80.00
Clerical	\$ 55.00

Representation:

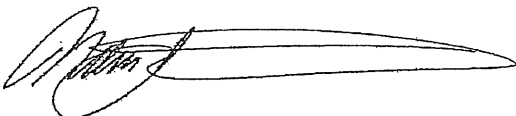
Services within the limits prescribed will be performed by J & S in a manner consistent with that level of care and skill ordinarily exercised by Consultants currently practicing under similar conditions. No other representation, either expressed or implied, is included or intended under this Agreement.

IV. ACKNOWLEDGMENT

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

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

Very truly yours.



Nam Jabbour

M:\Documents\proposals\Proposal #19\19-173 Amador SVUSD Portables at Pool.docx



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

Proposal for Structural Engineering Services

August 20, 2019

Client:

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

Re: Modular Relocation to Rancho Simi Community Pool
 Royal Ave. Simi Valley, CA

Scope:

Structural design and detailing for relocating 2 existing modular (classroom size) buildings from Simi Valley E.S. to the Rancho Simi Community Pool. The proposed site has an existing concrete slab. The relocated modulares are anticipated to need new pressure treated wood framing at the base with anchors to the existing concrete slab. New footings may be needed to be cut into the existing concrete slab at select locations for anchorage. Structural details for reconnecting the mod-lines of the building where separated for transport.

Fees:

1. Progress structural drawings	40%
2. Stamped and signed Structural Drawings and Calculations	40%
3. Construction administration – respond to construction questions (RFCs) and perform construction site visit if needed.	20%
Total	\$6,800

All expenses anticipated for the structural scope are included in the fee.

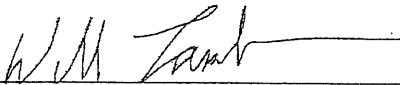
From: Jean Amador
Sent: Tuesday, October 8, 2019 4:47 PM
To: Anthony Joseph
Cc: Pedro Avila; Jeffery Kipp
Subject: RE: Proposal Dated 9/12/19 from Amador-Whittle Architects - Relocation of two Modular Buildings to RSRPD Community Pool

Clarification is Orion Structural proposal includes Construction Administration for 20%, so we reduced his fee to \$5,440 since we are not providing Construction Administration in this fee proposal.

Jean Amador, AIA, LEED BC+D

Amador Whittle Architects, Inc

Orion Structural Group Inc.

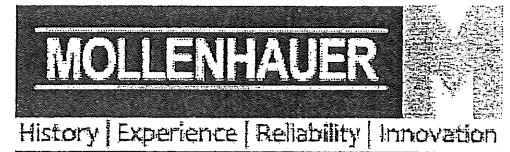


Will Lambert, SE
California Structural Engineer License # 5430

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

Client Approval

By: _____ Date _____



September 3, 2019

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

Attention: Jean Amador, AIA, LEED BC+D
Principal

**Re: RSRPD Community Pool Portable Buildings
Design Survey
MG Proposal # P19.130.030**

Dear Mrs. Amador:

In response to your Request for Proposal of August 20, 2019, we are pleased to submit our proposal for design survey services in connection with the subject project.

In reviewing the documentation forwarded to us, we have developed the following civil engineering design scope of services that would be performed by our staff:

SCOPE OF SERVICES

Surveying Services:

Design Survey

Prepare a design survey for the highlighted areas as shown on the Exhibit A, which will include those items of work noted as follows:

- Spot elevations and contours will be shown as required to fully describe the site.
- All elevations will be based upon current City of Simi Valley bench marks or District provided bench marks.
- The survey will be drawn to a scale acceptable to the architect.

Mrs. Jean Amador
Amador Whittle Architects, Inc.
RSRPD Community Pool Portable Buildings
Design Survey
September 3, 2019
Page 2 of 4

Civil Engineering Services:

- Meet with the client to review the project in a kick-off meeting with the rest of the design team. Visit the site to view conditions first hand.
- Make initial contacts with the local agencies having jurisdiction over the project with respect to grading and drainage issues.
- Consult with Ventura County Waterworks District No. 8 (VCWWD) concerning fire service connection from the public main beneath Royal Avenue. Coordinate proposed utility line points of connection with the project mechanical engineer.

We will also request a fire flow test for static and residual pressure from the VCWWD. This work will be coordinated with the project mechanical engineer.

- Research existing VCWW record drawings for the proposed fire service connections.
- Preparation of a composite utility plan in accordance with VCWWD standards for the extension fire water service line from points of connection approximately five feet from the proposed building to the existing public mains beneath Royal Avenue.
- Upon receipt of VCWWD review comments we will resolve any differences and incorporate agreed changes into our drawings.
- Preparation of a grading, drainage and civil utility plans for the Modular buildings relocation improvements at a scale of 1" = 20'.

We propose to delineate this work on a copy of the architectural site plan provided to us in AutoCAD format. During the preparation of this plan we will identify constraints that would affect the development of a sound engineering solution and will solve those problem areas working with your design staff.

This exercise will establish finish floor elevations for the Modular buildings and locate fire water services) to serve the project. These plans will identify slopes, drainage patterns, grades for finished surface on pavement and walkways within the limits of the buildings pad.

- Preparation of the appropriate site details, notes and calculations for the grading and utility plans.
- Preparation of technical specification sections covering those items of work being designed by our firm. The specifications will be prepared in accordance with the guidelines set forth by the

Mrs. Jean Amador
Amador Whittle Architects, Inc.
RSRPD Community Pool Portable Buildings
Design Survey
September 3, 2019
Page 3 of 4

Construction Specifications Institute and will be presented in both hard copy as well as Microsoft Word electronic format.

- Attendance at design team meetings when items of a civil engineering nature are to be discussed. We anticipate a maximum of three such meetings will be required on a project of this type.

DESIGN FEE

Fee for our services will be billed monthly as the work progresses based upon our estimate of percentage of completion of our work as follows:

Design Survey: \$2,435.00

VCWWD Improvements: \$5,200.00

Civil On-site Improvements: \$6,825.00

INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

Mrs. Jean Amador
Amador Whittle Architects, Inc.
RSRPD Community Pool Portable Buildings
Design Survey
September 3, 2019
Page 4 of 4

CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. We are prepared to start work immediately upon receipt of written authorization of our proposal.

Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.

Authorization to Proceed:

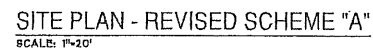
By: _____

Title: _____

Date: _____

Thomas M. Tran, PE, QSD
Sr. Vice President, Civil Engineering.

Enclosures:
Exhibit A
Standard Terms and Conditions

[illegible]

PROPOSED PORTABLE UNITS
RANCHO SIMI COMMUNITY POOL
1755 ROAYL AVENUE
SIMI VALLEY, CA. 93065

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT
101 COCHRAN STREET, SIMI VALLEY, CA 93065



0-1000000
1000000
2000000
3000000
4000000

D-1

**MOLLENHAUER GROUP CIVIL, INC.
A CALIFORNIA CORPORATION**

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions are integrated into and form a part of the September 3, 2019, proposal P19.130.030 ("Proposal") between Amador Whittle Architect, Inc. ("CLIENT") and the Mollenhauer Group Civil, Inc., a California corporation, and its subsidiaries ("CONSULTANT") or any revised or amended Proposal. No signature or initial of any party is required to effect these standard terms and conditions. These standard terms and conditions together with the Proposal or amended or revised Proposal and Mollenhauer's Standard Rate Schedule in effect on the date above ("Standard Rate Schedule") shall be referred to herein as the "Agreement."

CLIENT's Requirements

1. CLIENT agrees to provide to CONSULTANT the present name and address of the record owner of the real property upon which the Project is to be located ("OWNER"). CLIENT represents OWNER for the purposes of this Agreement. By accepting the terms of this Agreement, CLIENT accepts on behalf of CLIENT and OWNER.

2. CLIENT shall provide CLIENT's requirements for the project that is the subject of the Proposal ("Project"), including objectives and constraints, design and construction standards, and insurance requirements. CLIENT shall provide information pertinent to Project upon which CONSULTANT may rely.

3. CLIENT shall arrange for access by CONSULTANT upon public and private property, obtain consents, approvals, licenses, and permits, provide services necessary for Project not within scope of CONSULTANT's services, and promptly notify CONSULTANT if CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

Delays

4. Delays in the Project beyond CONSULTANT's control or caused by third parties, work slowdowns or stoppages, accidents, acts of God, CLIENT's performance, failure of CLIENT to furnish timely information or promptly approve or disapprove of CONSULTANT's services or instruments of service shall not cause CONSULTANT to be in default of this Agreement. CLIENT agrees that, to the extent such delays cause CONSULTANT to perform extra services, CLIENT shall compensate CONSULTANT for such services according to the Standard Rate Schedule.

5. CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. CLIENT shall maintain in good standing all governmental approvals or permits and timely apply for any necessary extensions thereof.

CONSULTANT's Instruments of Service

6. All items prepared by CONSULTANT are instruments of service on which CONSULTANT retains all intellectual property rights. All maps, plans, drawings, specifications, and other instruments prepared by CONSULTANT will remain the property of CONSULTANT and may not be used by CLIENT for any purpose other than as specified in the Proposal or as permitted by CONSULTANT. CLIENT's reuse or use of such items for the purposes of completion of the Project by others without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and representatives against claims and for all damages, including but not limited to consequential damages, lost profits, legal costs and expenses, restitution, and disgorgement of revenue, arising from or relating to any inappropriate use of these materials.

Billings

7. All charges of CONSULTANT shall be due at the time of billing. The billing is deemed correct and binding on CLIENT unless CLIENT notifies CONSULTANT in writing of alleged errors within ten days from the date of receipt of such billing. Charges shall be overdue 30 days after billing ("Overdue Charges"). CLIENT agrees to pay a monthly late payment fee ("Late Fee") on any Overdue Charges. The Late Fee shall equal one and one-half percent per month on the balance due, not to exceed the maximum legal rate. Any CLIENT with Overdue Charges shall, at CONSULTANT's option, be deemed to have materially breached this Agreement, for

Mollenhauer Form, SEE 2007-01 Final

CLIENT: Amador Whittle Architect, Inc.

which breach CONSULTANT may suspend or terminate its obligations related to either the Project or any other services to CLIENT or OWNER.

8. Notwithstanding any prior agreement, written, oral, or otherwise on scope of services to be rendered, including as set forth in the Proposal, no approval, written or otherwise, is required from the CLIENT for services that CONSULTANT renders beyond any defined scope of CONSULTANT's services. Payment shall be due for all services rendered by CONSULTANT according to the Standard Rate Schedule.

Third Party Beneficiaries

9. The parties bind themselves, their successors, and representatives to perform this Agreement. Neither party shall transfer any interest in this Agreement without written consent of the other, provided, however, that CONSULTANT may employ such independent consultants, associates, and subcontractors as it deems appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties to it.

Waiver of Breach

10. No waiver by either party of its rights to pursue a remedy for a breach of any term of this Agreement shall constitute a waiver of any other breach.

Indemnities

11. CONSULTANT makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that its services are performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

12. CLIENT shall indemnify CONSULTANT, its employees, agents, and representatives against claims arising out of failure to follow CONSULTANT's recommendations. These indemnity provisions shall be incorporated into all contracts that CLIENT enters into related to the Project. CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its subcontractors, representatives, agents, officers, directors, and employees from and against all claims, damages, losses, liability, and expenses, whether direct, indirect, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising from or relating to the actual, alleged, or threatened discharge, dispersal, release, or escape of any "hazardous substance" as the term is defined by local, state, or federal regulations, statutes, or case law.

13. CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages arising from or relating to CONSULTANT's services. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES AND EXPENSE ARISING FROM OR RELATING TO CONSULTANT'S SERVICES SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LESS. CLIENT and CONSULTANT acknowledge that they expressly negotiated and agreed upon this term, which is not mutual.

Design Professional's Lien; Mechanic's Lien

14. This Agreement shall not be construed to erode any rights that CONSULTANT may have related to any design professional's lien, mechanic's lien or stop notice right.

15. CLIENT, on behalf of itself and OWNER, waives certain requirements of Civil Code §§ 3081.1, *et seq.*, the Design Professional's Lien law: (a) CONSULTANT may assert a Design Professional's Lien on any property on which CONSULTANT renders services regardless of whether any governmental entity has issued a building permit in furtherance of any work of improvement. (b) CONSULTANT may assert a valid Design Professional's Lien without any prior demand for payment. (c) CLIENT, on behalf of itself and OWNER, waives any statutory right to any advance notice of the amount of default on any payment under any written Contract and any specific method of delivery of any notice of default. (d) CLIENT, on behalf of itself and OWNER, waives the requirement that CONSULTANT have a direct contractual relationship with OWNER.

Dispute Resolution

16. Except for an action to collect fees within the jurisdiction of the small claims court or to perfect or enforce a design professional's lien, mechanic's lien, or stop notice remedy, CLIENT, on behalf of itself and OWNER, and CONSULTANT agree that all disputes between them arising out of or relating to the Project or the subject matter of this Agreement shall be submitted to nonbinding mediation to be conducted at the Los Angeles offices of Mollenhauer Group or its attorneys. Mediation shall be conducted according to the Construction Industry Mediation Procedures of the American Arbitration Association in effect at the time a demand for mediation is filed with the Association.

17. In the event the parties to this Agreement are unable to reach a settlement through the mediation described above, the dispute shall be submitted to binding arbitration to be conducted at the Los Angeles offices of Mollenhauer Group or its attorneys according to the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is filed with the Association. The written decision of the arbitrator or arbitrators appointed by the Association will be final and conclusive as to the parties to this Agreement. The prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.

Termination

18. Either party may terminate their obligation to provide further services under this Agreement upon ten days' written notice to the other party. If this Agreement is terminated before the completion of all services, CLIENT agrees to release CONSULTANT from all liability for services performed. CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination. CONSULTANT, however, has the right, but not the obligation, to complete all services to be rendered pursuant to this Agreement.

Entire Agreement

19. This Agreement represents the entire agreement between the parties and may be amended or altered only by written instrument signed by both parties.

Choice of Law

20. This Agreement shall be governed by California law.

Unenforceable Provisions

21. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

Survival of Provisions

22. All express representations, indemnifications or limitations of liability given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

INTEGRATED FIRE & SAFETY

EXHIBIT "A"

Quotation

Cont. Lic. #C10-C16-502754

1229 North Ventura Avenue
Ventura, California 93001
(805) 648-5906 • Fax (805) 648-5905

Date	Quotation #
9/11/2019	111418
Estimate Expires 30 days from Estimate Date.	

Name / Address
Amador Whittle Architects, Inc Jean Amador 28328 Agoura Rd, Ste 203 Agoura Hills, CA 91301

Job Site
SVUSD Rec & Park Ranch Simi Community Pool 1765 Royal Ave Simi Valley, Ca

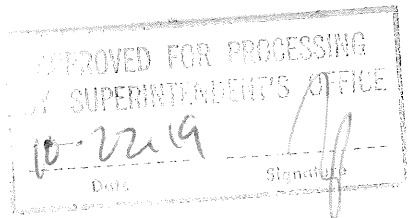
Customer Contact		Customer Phone	Customer Fax	Customer E-mail	
		818-874-0071 X 2...		jean@awaarchitect.com	
Field Estimator	Terms	Job Name		P.O. No.	
Theron	Net 30	SVUSD Rec & Park Ranch			
Item	Description	Qty	Cost	Total	
Design	Sprinkler Design Per NFPA for 2 modular buildings 24' x 40' Price includes: Sprinkler Design for both Units starting at the water service connection at the building 2 Coordination Meetings Excluded: City Water Supply Pressure Must Be Provided Pressure Flow test Any Fire Alarm Design NOTE: Copy of Modular Units in AutoCad Must be Provided by Others	1	2,000.00	2,000.00	
Signature: _____		Subtotal \$2,000.00			
Print: _____		Sales Tax (7.75%) \$0.00			
Date: _____	P.O. #: _____	Total \$2,000.00			

The parties to the agreement recognize that it would be extremely difficult and impracticable to ascertain the extent of detriment to customer caused by the breach by company under this agreement and/or that cause of action of any kind, nature or description against company, customer's recovery shall be limited to the total sum of \$250.00 as full compensation and liquidated damages under and in connection with or arising out of this agreement.
Overdue invoices will be subject to finance charges of 2%, per month on unpaid balances.

The listed prices, specifications, and conditions are satisfactory and are hereby accepted. IFS is authorized to do the work as specified. Payment will be made according to a term of Net 15 days on APPROVED credit. This estimate does not include plans or permits unless otherwise noted above. Any contracts requiring any alteration of our current insurance program or additional insured certificate with other than standard wording will be charged for any additional premiums. Our insurance company does not allow waiver of subrogation. Additional premiums generated will be billed separately and passed on in addition to the estimate amount. There will be a 50% surcharge on all labor required to be done outside of our working hours of 8:00a.m. to 5:00p.m. and weekends. Holidays will be charged double. This agreement does not cover those repairs or service calls required due to acts of God, vandalism, or any incident that would be considered outside the normal operations of system.

Material prices are valid for 90 days from date of signed estimate, and are subject to change. If there is a change in the Sales Tax Rate between estimate date and approval date, the new rate will be applied.

Business & Facilities, Consent #22



TITLE: APPROVAL OF CHANGE ORDER NO. 2, GARDEN GROVE
ELEMENTARY SCHOOL NEW MPR BUILDING, BID NO.
19A22DF321

Business & Facilities
Consent #23

October 22, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 7, 2019, the Board of Education authorized the award of Bid No. 19A22DF321 to Ardalan Construction Company, Inc. in the amount of \$4,798,000.00 for construction of a new MPR building at Garden Grove Elementary School. On September 10, 2019, the Board of Education ratified Change Order No. 1 in the amount of \$63,632.62 or 1.33% under the Blanket Authorization for Summer Construction Work.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 2.

Fiscal Analysis

Change Order No. 2 represents an increase to the original contract by \$80,992.64 or 1.69%. The revised contract amount including Change Order No. 2 will be \$4,942,625.26. The cumulative Change Orders will be \$144,625.26 or 3.02%.

Change Order No. 2 will be funded by Developer Fees.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 2 as presented.

On a motion # 41 by Trustee Blough, seconded by Trustee Subran and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Change Order No.2 for the Garden Grove Elementary School New MPR Building Project, Bid No. 19A22DF321.

Ayes: Blough
Subran
Smollen
La Belle Noes: 0 Absent: White Abstain: 0

GARDEN GROVE ELEMENTARY SCHOOL NEW MPR BUILDING, BID #19A22DF321
Change Order No. 2

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
#7	Chair Rails.	\$ 5,918.84	
#10	Extend domestic water line.	\$ 6,763.26	
#14	Interconnect fire alarm system and backflow preventor.	\$ 21,691.32	
#15	New storm drain, catch basin & additional concrete pavement.	\$ 37,679.46	
#16	Additional structural embeds.	\$ 1,011.01	
#17	New landscaping & irrigation system west of Kindergarten.	\$ 7,451.36	
#18	Electrical for hand drier.	\$ 477.39	
TOTAL OF CHANGE ORDER NO. 2		\$ 80,992.64	

The original contract sum was:.....	\$	4,798,000.00	
Change by previously authorized Change Order(s).....	\$	63,632.62	
The contract sum prior to this change.....	\$	4,861,632.62	
The contract sum will be increased by this Change Order by.....	\$	80,992.64	1.69%
The new contract sum including this Change Order will be.....	\$	4,942,625.26	
The contract days will be increased by.....		No days	
The date of completion as of the date of this Change Order therefore is.....		5/10/2020	