

PROJECT ASSIGNMENT AMENDMENT (PAA)
 AGREEMENT A18.079

**BIG SPRINGS ELEMENTARY SCHOOL AND TOWNSHIP ELEMENTARY SCHOOL
 CAMPUS MASTER PLANNING SERVICES**

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and PMSM Architects** ("Architect") as of July 5, 2017.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A18.078 ("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: **Master Planning Services for Big Springs Elementary School and Township Elementary School.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is Not Applicable to these Master Planning Services.
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Phase 1: Discovery, Analysis & Vision
Phase 2: Concept Exploration
Phase 3: Vision Images of Sites
Phase 4: Facilities Master Plan & Board Presentation

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 needed

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: Discovery, Analysis & Vision	Friday, August 11, 2017
Phase 2: Concept Exploration	Friday, September 08, 2017
Phase 3: Vision Images of Sites	Friday, September 22, 2017
Phase 4: Facilities Master Plan Development, Completion & Board Presentation	Sunday, December 17, 2017

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum Fixed Fee of **Forty-Eight Thousand Eight-Hundred Dollars (\$48,800.00)** to be split evenly between **Big Springs ES and Township ES** as further described on the attached Proposal from Architect dated June 20, 2017 (Attachment 1). All of the General Conditions for Architectural Services listed on Attachment 1 are hereby replaced by the terms and conditions of Ongoing Architectural Services Agreement A18.078. 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
Phase 1: Discovery, Analysis & Vision	\$11,100	22.7%
Phase 2: Concept Exploration	\$7,050	14.5%
Phase 3: Vision Images of Sites	\$5,100	10.5%
Phase 4: Facilities Master Plan Development, Completion & Board Presentation	\$23,350	47.8%
Direct Expenses	\$2,200	4.5%
	Total Fixed Fee: \$48,800	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: _____.

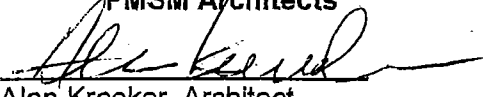
8. **Agreement Terms.** All terms of Agreement **A18.078** for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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
 Associate Superintendent,
 Business & Facilities

Architect
PMSM Architects

By: 
 Alan Kroeker, Architect
 President

Attachment 1

June 20, 2017

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



Subject: **Facilities Master Planning**
Big Springs and Township Elementary Schools
 PMSM Project # 16139.01

Dear Mr. Avila:

Thank you for the opportunity to provide you with professional architectural services for Simi Valley Unified School District. We are pleased to submit this proposal for Facilities Master Plans at two of your elementary schools: Big Springs Elementary School and Township Elementary School.

PROJECT DESCRIPTION

Together, we will create dynamic Facilities Master Plans that reflect the importance you place on education and your facilities. Working collaboratively with you and the schools' Principals, we will review and analyze existing conditions, explore multiple concepts, and deliver an action plan to resolve the various facilities and infrastructure challenges you face. The Facilities Master Plans will clearly identify the facilities needs with the best long-term solutions for planned growth.

SCOPE OF SERVICES

A. Discovery, Analysis & Vision

1. One (1) Kick -off meeting with Principals at each school.
 2. Confirm the District's educational vision and define how it relates to facilities
 3. Site reconnaissance - review of each school site
 4. Analyze each sites permanent structures vs. relocatable structures
 5. Analyze each site's student capacity in relation to land area and CDE standards
 6. Analyze parking and drop-off (both bus and car) capacity
 7. One (1) meeting with SVUSD staff to review findings and to identify needs
- Fee \$ 11,100

B. Concept Exploration

1. Preparation of concept planning alternatives for each site. Organizational concepts, pedestrian circulation, vehicular circulation, building orientation, adjacencies, safety and security, and growth will all be considered
 2. One (1) meeting with SVUSD staff to review site plan alternates
 3. Refinement of site plans based on staff/Principals/District input.
 4. One (1) meeting with SVUSD staff to select the preferred option for each site
- Fee \$ 7,050

Page 1 of 3

802 E COTA STREET, SUITE A SANTA BARBARA, CA 93103 TEL 805-476-0399

SANTA BARBARA, CA • SAN LUIS OBISPO, CA

Pedro Avila
 Facilities Master Plan – Big Springs and Township Elementary Schools
 June 20, 2017

C. Facilities Master Plan Development

1. Develop a project list for each campus
2. Prioritize the list of projects. This shall be done in an objective manner using a stakeholder group and based on the consensus of the group
3. Develop concept level cost estimates based on areas and usage to determine individual project costs and overall budgets
4. Site Plan development. Shall show existing facilities, facilities to be altered, and new facilities. The anticipated time frame of analysis is 5 years
5. Prepare draft Facilities Master Plan
6. One (1) meeting with SVUSD staff to review draft Facilities Master Plan
7. Revise the draft Facilities Master Plans based on staff/Principals/District input
8. Present draft Facilities Master Plan to the Board of Education
9. Finalize Facilities Master Plan documentation

Fee \$ 23,350

D. Vision Images

1. Preparation of four (4) vision images. The images shall be four different exterior or aerial views and are intended to convey the general conceptual design intent of the Facilities Master Plan.

Fee \$ 5,100

E. Direct Expenses

1. Printing. Includes in-house check sets
2. Copying. Includes photocopying for Agency submittal and design team office sets
3. Courier Service. Includes all shipping.
4. Mileage. Includes all mileage for site visits
5. Expenses associated with site visits. Includes lodging, parking and meals

Fee \$ 2,200

Total Fixed Fee

\$ 48,800

SCHEDULE

The Facilities Master Plan will take 3 months to complete. The following is a preliminary schedule:

Authorization to Proceed	07-14-17
Discovery & Analysis Complete	08-11-17
Concept Exploration Complete.....	09-08-17
Vision Images Complete.....	09-22-17
Present Draft Facilities Master Plan to the Board.....	10-03-17
Facilities Master Plan Complete	12-17-17

This fee includes miscellaneous printing and reproduction and travel to an anticipated seven (7) meetings. Please note that the following are not included in our budget outlined above: demographic study, educational specifications, facilities assessment, utility usage assessment, detailed cost estimating, traffic studies, and surveying.

Pedro Ayila
Facilities Master Plan – Big Springs and Township Elementary Schools
June 20, 2017

Services will be managed by Rosa E. Alvarado— license number C-29353, under the direction of Alan Kroeker, Architect - license number C-22474.

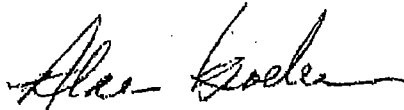
We will bill you monthly on a percentage complete basis. You will pay us within 30 days of the billing date. We reserve the right to stop work at any time that your account is not current. You are entitled to a copy of all work, reproduced at your expense, when your account is current.

Either of us may terminate this agreement for any reason by 90 days' written notice. We agree to stop work immediately upon receiving your notice, except for reasonable time during the seven-day notice period to put the documents in order and to close down the project; you agree to pay us for such work.

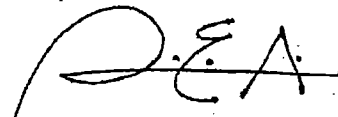
If this proposal meets with your approval, please sign two copies, keep one for your records, and return the other to us, or incorporate this proposal as an attachment to your standard contract.

Thank you for this opportunity to be of service. We pledge to provide you with the technical expertise, service ethic, leadership and passion to deliver dynamic facilities master plans that will truly enrich your school communities.

Respectfully submitted,



Alan Kroeker, Architect
President
PMSM Architects



Rosa E. Alvarado, AIA, LEED AP
PMSM Architects

Accepted by:

Signature

Name (printed)

Title

Date

General Conditions For Architectural Services

PMSM ARCHITECTS

1. Definitions. "Architect's Basic Services" are the basic services to be provided by the Architect for the phases of work listed in the letter, which references these General Conditions. In case of any uncertainty, the Architect's Basic Services for any phase or phases of the Project shall be the basic services for that phase or phases as described in the current edition of the American Institute of Architect's Document B151, Abbreviated Standard Form of Agreement Between Owner and Architects ("AIA Document B151"). Unless otherwise specified in the agreement of which these General Conditions form part (the "Agreement"), terms used in the Agreement shall have the same meaning as those terms have in AIA Document B151. Architect shall provide a copy of AIA Document B151 to the Owner upon the Owner's request, and the Owner acknowledges having the opportunity to review AIA Document B151.

2. Standard of Care. Except as otherwise specifically described in the Agreement, the Architect's standard of care and responsibility, generally and for each task or phase, shall be as described in AIA Document B151. Without limiting the previous sentence, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, and the Architect shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

3. Additional Services. The services described in this Section 3 are not included in the Architect's Basic Services unless so identified in the letter to which these General Conditions are attached, and they shall be paid for by the Owner in the same manner as other payments required under the Agreement and in addition to the compensation for Architect's Basic Services. The services described under Subsection 3.2 (Appendix B) shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Subsection 3.1 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Subsection 3.1 (Appendix A) are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

4. Owner's Obligations. The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall render decisions in a timely manner when requested by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall be entitled to rely upon the accuracy and completeness of any information or service furnished by or on behalf of the Owner. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Instruments of Service.

5. Surveys and Consultants. The Owner shall furnish, at the Owner's expense, surveys which the Architect reasonably requests to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The Owner shall furnish, at the Owner's expense, the services of geotechnical engineers and other consultants when such services are requested by the Architect and are reasonably required by the scope of the Project.

6. Estimates. Evaluations of the Owner's Project budget, and any estimates of Construction Cost prepared by the Architect, represent the Architect's opinion as a design professional familiar with the construction industry. However, the Architect cannot guarantee that its opinions as to budget or construction costs will not vary materially from negotiated prices or bids. If the Owner wishes greater

assurance as to probable budget or costs, or a formal construction cost estimate, an independent cost estimator should be employed.

7. Instruments of Service. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are "Instruments of Service" for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with the Agreement. Except for the licenses granted in this paragraph, no other license or right shall be deemed granted or implied under the Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service, or use after termination of the Agreement, shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

8. Mediation and Arbitration. Any claim, dispute or other matter arising out of or related to the Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. Unless the parties mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Any demand for mediation or arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties shall share the mediator's or arbitrator's fee and any filing fees equally. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any mediation or arbitration shall be held in the place where the Project is located, unless another location is mutually agreed upon.

9. Waivers of Subrogation. To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as referenced in AIA Document B151. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

10. No Consequential Damages. The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating in any way to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement for any reason.

11. **Accrual of Causes of Action.** Causes of action between the parties to the Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the date when the Architect's services are substantially completed.

12. **Hazardous Substances.** Unless otherwise provided in the Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous waste or hazardous substances in any form at the Project site.

13. **Publicity.** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such photographs and representations.

14. **Interest.** Payments are due and payable by the Owner thirty days from the date of the Architect's bill. Amounts unpaid thirty days after the billing date shall bear interest until paid at the lesser of one and one-half percent per month or the maximum rate permitted by law.

15. **Entire Agreement.** The Agreement is the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Architect. Nothing contained in the Agreement shall create a contractual relationship with a third party, or a cause of action in favor of a third party against either the Owner or Architect.

APPENDIX A

3.1 Contingent Additional Services:

- (a) Making revisions in drawings, specifications or other documents when such revisions are:
 - (i) inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
 - (ii) required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - (iii) due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- (b) Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
- (c) Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.
- (d) Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- (e) Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- (f) Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- (g) Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
- (h) Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.
- (i) Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

APPENDIX B**3.2 Optional Additional Services:**

- (a) Providing analyses of the Owner's needs and programming the requirements of the Project.
- (b) Providing financial feasibility or other special studies.
- (c) Providing planning surveys, site evaluations or comparative studies of prospective sites.
- (d) Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
 - (i) Permitting services for Coastal Development Plan.
 - (ii) Permitting services for Land Use Plan.
 - (iii) Permitting services for Special Use Plan.
 - (iv) Permitting services for Conditional Use Permit.
 - (v) Permitting services for Fire Protection Plan.
 - (vi) Preparation and appearances before Planning Commission or other discretionary review boards.
- (e) Providing services relative to future facilities, systems and equipment.
- (f) Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- (g) Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- (h) Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- (i) Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- (j) Providing detailed estimates of Construction Cost.
- (k) Providing detailed quantity surveys or inventories of material, equipment and labor.
- (l) Providing analyses of owning and operating costs.
- (m) Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- (n) Providing services for planning tenant or rental spaces.
- (o) Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- (p) Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- (q) Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- (r) Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- (s) Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Architect's Basic Services.
- (t) Providing services of consultants for data or communications systems.

- (u) Providing services for design and approval of Septic system.
- (v) Providing services for design and approval of Water or well system.
- (w) Providing services for design and approval of Site Drainage system.
- (x) Providing services for design and approval of Grading Plan.
- (y) Providing any other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted architectural practice.

Other Optional Additional Services:

1. LEED certification
2. Savings by design or CHIPS program initiatives that require special engineering
3. Costs to procure survey, seismic and/or soil tests and reports
4. Building permit fees
5. School Signage or Marquee design
6. Room name and number signage, other than code required accessibility signage
7. Energy management controls
8. As-built plans of existing campus for fire alarm interface
9. Studies concerning construction noise impact or mitigation
10. Expert witnessing of laboratory or field tests on equipment that may have to meet specific acoustical requirements of this project prior to installation
11. CCTV, security systems, access control, telephone systems, and intercom.
12. Assumes utility services are readily available at project site. Excludes off site utility coordination and design for the extension of services to property
13. Final application for service, fees, excess wire charges, engineering retainers, etc. that may be required of the Owner by each utility.
14. Under-grounding and or relocation of any existing utility services along property frontage or required to accommodate project.
15. Off site (beyond property line) electrical and street lighting work.
16. Sign lighting compliance forms (required by Title 24) for internally lit signs.
17. Emergency generator and related emergency distribution system.
18. Lighting protection system design.
19. Solar power systems.
20. Theatrical lighting.
21. Custom lighting fixture designs.
22. Active electronics for data distribution (routers, servers, etc.).
23. Specification of customer-owned telephone cabling between buildings, terminations and fusing beyond the telephone utility minimum point of entry.
24. Detailed cost comparisons between optional system and or systems life cycle cost analysis.
25. California Title 24 acceptance verification, testing or reviews.
26. Preparation of structural calculations and details associated with the anchorage of existing or new plumbing lines, fire sprinklers, cabinets, ceilings, non-structural interior partitions, soffits and bathroom accessories. If requested or required by District or DSA (or City), we will provide these services on an hourly basis.
27. Preparation of structural calculations and details related to changes to existing building lateral load resisting systems.
28. Preparation of structural calculations and details related to adding weight to roof to existing building being re-roofed. We currently intend to design to add no new weight to roofing system.
29. Field monitoring with recording ammeter to determine existing load and capacities.