

APPROVED FOR PRO
BY SUPERINTENDENT'S
8-15-17
Date Signature

TITLE: RATIFICATION OF AGREEMENT NO. A18.075 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS FOR MASTER PLANNING FOR SANTA SUSANA HIGH SCHOOL, SINALOA MIDDLE SCHOOL, AND VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent # 5

August 15, 2017
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. Campus master planning services are needed for Santa Susana High School, Sinaloa Middle School, and Valley View Middle School. The firm of Rachlin Partners is on the approved list and can provide these services. The attached agreement is presented to the Board of Education for ratification.

Fiscal Analysis

Agreement No. A18.075 (Exhibit "A") is for a **total fixed fee of \$132,300** for master planning for Santa Susana High School, Sinaloa Middle School, and Valley View Middle School. These services will be funded with Measure X Bond funds.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education ratify Agreement A18.075 for master planning for Santa Susana High School, Sinaloa Middle School, and Valley View Middle School with the firm of Rachlin Partners.

On a motion # 27 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/2, the Board of Education ratified, by roll-call-vote, Agreement A18.075 for master planning for Santa Susana High School, Sinaloa Middle School, and Valley View Middle School with the firm of Rachlin Partners.

Motion # 27 Ayes: Blough, LaBelle, Smollen, White, Daniels
Noes: 0; Absent: 0; Abstain: 0
Absent: Abstained:

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT A18.075

SANTA SUSANA HIGH SCHOOL, SINALOA MIDDLE SCHOOL & VALLEY VIEW MIDDLE SCHOOL
CAMPUS MASTER PLANNING SERVICES

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

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A18.074 ("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 Santa Susana High School, Sinaloa Middle School, & Valley View Middle 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: Field Review
Phase 2: Site Interviews
Phase 3: Evaluation of Data
Phase 4: Site Analysis
Phase 5: Conceptual Level Plans
Phase 6: Site Master Plans
Phase 7: Needs Assessment Documents
Phase 8: Budgeting / Estimating
Phase 9: Final Draft of Master Plan Document

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: Field Review	Friday, September 15, 2017
Phase 2: Site Interviews	Thursday, October 12, 2017
Phase 3: Evaluation of Data	Monday, October 23, 2017

Basic Services Phases	Completion Date
Phase 4: Site Analysis	Wednesday, November 08, 2017
Phase 5: Conceptual Level Plans	Tuesday, November 28, 2017
Phase 6: Site Master Plans	Wednesday, December 13, 2017
Phase 7: Needs Assessment Documents	Wednesday, December 13, 2017
Phase 8: Budgeting / Estimating	Friday, December 15, 2017
Phase 9: Final Draft of Master Plan Document	Sunday, December 31, 2017

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum Fixed Fee of **One-Hundred Thirty-Two Thousand Three-Hundred Dollars (\$132,300.00)** as described on the attached Proposal from Architect dated June 23, 2017 (Attachment 1). The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

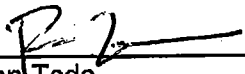
Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Phase 1	\$12,600	9.5%
Phase 2	\$6,300	4.7%
Phase 3	\$12,600	9.5%
Phase 4	\$21,000	15.9%
Phase 5	\$21,000	15.9%
Phase 6	\$21,000	15.9%
Phase 7	\$21,000	15.9%
Phase 8	\$12,600	9.5%
Phase 9	\$4,200	<u>3.2%</u>
	Total fixed fee: \$132,300.00	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 Agreement A18.074 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

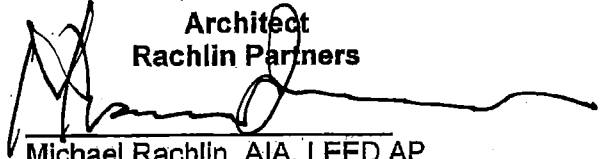
By:



Ron Todo
Associate Superintendent,
Business & Facilities

Architect
Rachlin Partners

By:



Michael Rachlin, AIA, LEED AP
Partner

Attachment 1

Friday, June 23, 2017

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

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RE: MASTER-PLANNING EFFORT – FEE PROPOSAL

- SANTA SUSANA HIGH SCHOOL
- SINALOA MIDDLE SCHOOL
- VALLEY VIEW MIDDLE SCHOOL

Dear Mr. Avila:

In accordance with your recent request and our meeting on June 16, 2017, Rachlin Partners is pleased to provide the Simi Valley Unified School District with a proposal for the Master Plan Effort for Santa Susana High School, Sinaloa Middle School and Valley View Middle School. The following is a brief description outlining our understanding of the scope of work and the professional fees for the preparation of the Master-Planning Effort.

Scope of Work

In January 2015, the Simi Valley Unified School District's Board of Trustees directed District staff to research the facility needs of District schools and the feasibility of placing a local school construction and modernization bond measure before Simi Valley voters in 2016 to address those needs.

An extensive process unfolded that included a districtwide Facility Needs Assessment that identified \$239 million in facility and technology needs to support 21st century learning environments for SYUSD students:

In addition, the District surveyed the community and found that Simi Valley residents support investing in their local public schools to provide a safe learning environment, as well as support today's instructional technology to meet challenging academic standards.

While the District has maintained and upgraded its schools through the years, there is still a need to repair and modernize older buildings and classrooms to prepare students for success in college and career. State funding for maintaining and improving school facilities has dwindled over the years while needs have grown.

Based upon this information, the Board of Trustees determined that passage of a local bond measure was both necessary and feasible. The Board of Education adopted a Resolution on May 10, 2016, at its Regular Board Meeting to place Measure X before voters on the November 2016 ballot.

This measure authorized the District to sell \$239 million in General Obligation bonds to repair and upgrade Simi Valley Unified School District's schools. In addition, the District will be eligible for an estimated \$50 million in matching funds from the State of California.

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Summary of Approach and Methodology

Site Analysis / Needs Assessment:

The *Site Master Plan* shall begin with an analysis of each site and review of the District's Preliminary Needs Assessment and Budget Estimate Summary. It is critical that the information gathered from the Needs Assessment Focus Groups be evaluated to decipher the difference between physical "needs" and "wants." "Needs" are discernable from "wants" by determining if the specific request is critical to the realization of the District's Educational Goals and/or if the current conditions of the District's facilities hinder the District in accomplishing the Educational Goals as defined by the Board of Education.

The Architect shall also review all documentation that the District has available on each site, including as-built drawings, geotechnical and hazardous material reports and enrollment projections.

Following the examination of each site and existing documentation, Rachlin Partners will conduct an interview with the Site's Administration and other individuals as designated by the District's Administration. The goal of the interviews will be to give Rachlin Partners a better understanding of how the site is used, the deficiencies and how to best implement a Needs Assessment and Master Plan.

Evaluation of the Data from the Site Analysis / Needs Assessment:

During the evaluation of the data, information gathered will be prioritized to best understand the Site Needs and Requirements. It can often be expected that a District simply does not have the financial ability to fund all of their needs at once, so a priority of needs will be developed that identifies how the District can best achieve its goals.

There are many factors that will affect the prioritization of the District's needs. These include, but are not limited to, the physical need, community support, funding, project budget, safety, condition of existing facilities and sequencing of projects. Rachlin Partners will consider all of these factors when preparing the recommendation of the project priority list. The final priority list will include input from all of the participants of the Needs Assessment Focus Groups and be approved by the Board of Education.

Rachlin Partners understands that it is critical that the information gathered from the Needs Assessment will be the basis for the development of the Master Plan and Budget Estimates. Pertinent information will be organized and used to develop conceptual level plans and budgets.



Conceptual Level Plans and Budget:

In order to create a budget for the projects identified by the Needs Assessment, it will be necessary for Rachlin Partners to develop conceptual floor plans for the renovation, modernization, new construction and site improvements. The conceptual floor plans will be used in developing budgets for each of the proposed projects as well as determining where new facilities can potentially be located on District's sites.

An important component to a complete *Facilities Master Plan* is a preliminary construction budget. While it should be understood that budgets created at an early stage of a project are fluid and are provided only for planning purposes, they are critical in determining the timeline of which the District's Physical Needs can be addressed.

Once the budgets for the proposed projects are developed, this information can be cross-coordinated with the priority of projects established during the evaluation of the needs assessment data. This information will form the basis of the *Facilities Master Plan*.

Site Master Plan:

The following are the four main definitional groupings that are required to be established in terms of the *Facilities Planning Principles*:

1. **Renovation:** A renovation will repair, upgrade or improve an existing facility to accommodate flexible and developmentally appropriate learning spaces, or to repurpose the existing space for new programs.
2. **Modernization:** A modernization will repair, upgrade or reconstruct a facility to meet new program needs and new building codes, as well as to meet state approvals and implement new technologies.
3. **New Construction:** Where the portable classrooms represent 30% or more of the existing classroom space, the District will consider removal and replacement to provide permanent classroom space that can be designed for flexibility and future needs.

Where existing facilities are inadequate and aging, the District will consider demolition and the construction of new facilities.

4. **Site Improvements:** The intent of the Site Improvement *Facilities Planning Principles* is to enhance the campus environment by defining and improving public and student gathering areas, outdoor zones for collaboration and learning, walkways, streetscapes, parking lots, campus identity and security. These elements are essential for the overall aesthetic of each school site for the development of an identity, social culture and learning environment that complement and support academic and sports programs.

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Fee Schedule

For your consideration, we have provided a breakdown of our services and associated fees. Please refer to Attachment A for our projected fee schedule for each project.

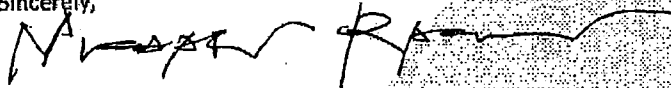
Architect / Engineering Services

As an additional part of this proposal, I have attached a list of SVUSD Responsibilities, a list of our standard Additional Services and our Hourly Rate Schedule.

I am prepared to commence with these services upon receipt of a written contract or purchase order and your notice to proceed, and I look forward to a successful project.

If you have any questions, please call me at (310) 204-3400.

Sincerely,



Michael Rachlin, AIA, LEED AP
Partner

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Simi Valley Unified School District (SVUSD) Responsibilities

1. **SVUSD Representative.** A SVUSD Representative shall be named by SVUSD and shall represent SVUSD in all matters pertaining to the services to be rendered under this Agreement. All requirements of SVUSD pertaining to services to be rendered shall be given through the office of SVUSD's Representative. SVUSD's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.
2. **Statement of Building Program.** SVUSD shall provide full information as to the requirements and program of the Project, including budget limitations and scheduling needs.
3. **Surveys and Tests.**
 - a. **Site Survey.** SVUSD shall furnish to the Architect, when requested, a complete and accurate survey of the Project site, prepared by a licensed surveyor, indicating, where relevant, among other matters, the location of all existing buildings; grades around existing buildings; grades and lines of streets and pavements; boundaries of adjoining properties; and contours of the site. Information shall also include existing sewer, water, gas and electrical services, of which SVUSD or local municipalities has a record.
 - b. **Soils Tests.** Prior to authorizing the Architect to proceed with the Design Development, SVUSD shall furnish results of any required soils tests prepared, including a qualified testing laboratory. This shall include identification of any existing water table, and foundation recommendations by qualified soils and foundation engineers. SVUSD shall also furnish results of field tests for soil corrosivity and recommendations for corrective action by a qualified corrosive engineer, if required in the opinion of SVUSD Representative, prior to the start of the Design Development.
 - c. **Geologic Hazards Investigation Survey.** SVUSD shall have performed any geological-hazards-investigation surveys required by State authorities having jurisdiction, and shall make copies available to the Architect for distribution as necessary.
 - d. **Environmental/Hazardous Materials Consultant.** SVUSD shall provide Architect with a copy of any mitigation measures for the Project adopted by SVUSD pursuant to the California Environmental Quality Act, the Department of Toxic Substances Control and other agencies having jurisdiction. SVUSD shall provide Architect with a hazardous-materials survey of the Project site.

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- e. *Specialized Testing/Inspection.* SVUSD shall ensure that a testing service for materials testing and inspection as required by state law is provided.
 - f. *Design Review Comments and Correction.* SVUSD shall review documents submitted by the Architect according to milestones. SVUSD shall also provide written comment and/or correction to the Architect.
 - g. *Checking and Permit Fees.* SVUSD shall pay or reimburse the Architect for all checking and permit fees required in connection with the Project to public authorities having jurisdiction.
 - h. *Project Inspector.* SVUSD shall furnish and provide an Inspector, or Inspectors, as required during the entire course of construction of the Project. Each Inspector shall be qualified and approved by the Division of the State Architect. The cost of employment of each Inspector will be borne by SVUSD and paid directly to the Inspector. The administration by the Architect and its engineers shall be in addition to the continuous personal supervision of SVUSD's Inspector(s).
4. SVUSD Staff Inspections.
- a. *Relationship with Contractors.* If, during the course of construction, any questions, recommendations, or requests for changes occur, or if the SVUSD staff initiates substitutions, they shall be directed through the SVUSD Representative. Directives to the Contractor shall be issued through the SVUSD Representative.
 - b. *Pre-Final Inspection.* The SVUSD shall assist the Architect in making the pre-final inspections and the preparation of the "punch list."
 - c. *Final Inspection.* When the Architect has notified the SVUSD that the "punch list" items have been corrected, the SVUSD Representative shall accompany the Architect and the Contractor on the final inspection.

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Additional Services

1. The Architect shall be paid for additional services not originally contemplated by the parties to this agreement, including those services described herein, provided that the additional services have received advance written approval by SVUSD.
2. Additional Services of the Architect.
 - a. Revisions and changes to approved documents and the preparation of alternative or deductive change orders requested by SVUSD, which are not effected for the purpose of reducing the cost to within ten percent (10%) of the Revised Agreed Estimate.
 - b. Services for repair of damage to the Project during construction.
 - c. Selection by the Architect, at SVUSD's request, of movable furniture (all FF&E is included in the Architects or Sub consultants work), equipment, or articles which are not included in the Construction Contract.
 - d. Additional services caused by the delinquency or insolvency of the Contractor.
 - e. Preparation of measured drawings of existing structures if authorized by SVUSD.
 - f. The employment of special consultants and/or the preparation of special delineations and/or models as directed by SVUSD.
 - g. Providing detailed quantity surveys or inventories of material, equipment, and labor.
 - h. If required by SVUSD to accelerate schedules, overtime work by the Architect's employees.
 - i. In the event the project is suspended or abandoned, for a period in excess of six months, the Architect shall be entitled upon reactivation to additional compensation, prior to commencing work for his remobilization effort.
 - j. Preparation of off-site work related to street widening and street improvements including, but not limited to, curb cuts, street trees, street lighting and utilities, if authorized by SVUSD.
 - k. Providing construction administration services after the construction time has been exceeded through no fault of the Architect, where it is determined that the fault is that of the contractor.

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PARTNERS

Billing Rates

In order to best service our clients' needs, we have compiled the following fee schedule listing our hourly billing rates. These fees are effective until December 31, 2017, and are subject to revision thereafter, with the approval of the client.

Reimbursable expenses such as blueprinting and CADD Plotting, photocopying, long-distance telephone charges, mileage and travel expenses, consultant services and other direct expenses will be billed at the rates that follow below the fee schedule.

Rachlin Partners Fee Schedule

Principals	\$225.00	per hour
Project Manager	\$195.00	per hour
Project Architect	\$175.00	per hour
Project Architect/Designer	\$155.00	per hour
Senior CAD/Designer	\$135.00	per hour
Intermediate CAD/Designer	\$125.00	per hour
Junior CAD/Designer	\$ 95.00	per hour
Quality Control	\$ 85.00	per hour
Support Staff	\$ 75.00	per hour

Reimbursable Fees

8-1/2" x 11" photocopies	\$ 0.10	per copy
Mileage	\$ 0.58	per mile
Facsimile Transmission	\$ 1.00	per page
CADD Plots	\$ 2.50	per square foot
Blueprinting	\$ 0.10	per square foot

Simi Valley Unified
School District

Site Master Planning

SIMI VALLEY UNIFIED SCHOOL DISTRICT - SITE MASTER PLANNING						
	Santa Susanna High School (hours)	Sinoloa Middle School (hours)	Valley View Middle School (hours)	TOTAL HOURS	HOURLY RATE	TOTAL COST
Field Review	24	24	24	72	\$ 175.00	\$ 12,600.00
Site Interviews	12	12	12	36	\$ 175.00	\$ 6,300.00
Evaluation of Data	24	24	24	72	\$ 175.00	\$ 12,600.00
Site Analysis	40	40	40	120	\$ 175.00	\$ 21,000.00
Conceptual Level Plans	40	40	40	120	\$ 175.00	\$ 21,000.00
Site Master Plan	40	40	40	120	\$ 175.00	\$ 21,000.00
Needs Assessment Documents	40	40	40	120	\$ 175.00	\$ 21,000.00
Budgeting / Estimating	24	24	24	72	\$ 175.00	\$ 12,600.00
Final Draft of Document	8	8	8	24	\$ 175.00	\$ 4,200.00
TOTAL HOURS	252	252	252	756	\$ 175.00	\$ 132,500.00
HOURLY RATE	\$ 175.00	\$ 175.00	\$ 175.00			
TOTAL COST	\$ 132,500.00	\$ 132,500.00	\$ 132,500.00			\$ 132,500.00

2016 Measure X

RACHINPARTNERS