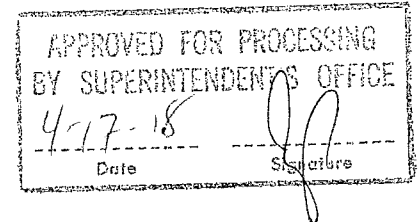


TITLE: AUTHORIZATION TO AWARD BID #18C8IBX294, SINALOA MIDDLE SCHOOL MONUMENT SIGN

Business & Facilities
Consent #4

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Three bids were received on March 8, 2018 for Bid #18C8IBX294, Sinaloa Middle School Monument Sign. The recommended bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>
A. Bates G.C., Inc.	\$87,000
Ardalan Construction Company, Inc.	\$99,500
Kiwitts General Building Contractor (bid withdrawn due to error)	\$77,350

Additional Information is available in the Bond Management Office.

Fiscal Analysis

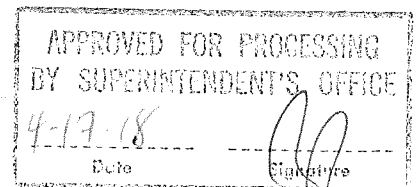
The total amount of this project \$87,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18C8IBX294, Sinaloa Middle School Monument Sign, to A. Bates G.C., Inc. in the amount of \$87,000.

On a motion # 187 by Trustee Brown seconded by Trustee Snodgrass and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Sinaloa Middle School Monument Sign to A. Bates G.C., Inc.

AYES: Brown Snodgrass McGuire NOES: 0 Absent: White Abstained: 0



TITLE: RATIFICATION OF PURCHASE OF NEW HVAC EQUIPMENT FOR THE SINALOA MIDDLE SCHOOL MULTI-PURPOSE ROOM

Business & Facilities
Consent #5

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 11, 2014, the Board of Education authorized Resolution No. 74-13/14 which allows for specifying the make, model, and brand HVAC units which fit the existing conditions encountered at each school. The mechanical engineer has identified Reznor HVAC units for the Multi-Purpose Room at Sinaloa Middle School.

Fiscal Analysis

The District's Purchasing Department obtained four quotes for this equipment. The lowest quote was from McClintock & Bustad, Inc. (Exhibit "A") for a total amount of \$49,109.51 including freight and taxes. Additional information is available at the Bond Management Office.

A separate contract will be bid out for removal of the old units, and installation of the new units.

This project will be funded by Measure X.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 181 by Trustee Blouk, seconded by Trustee Grother and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, purchase of new Reznor HVAC equipment for the Sinaloa Multi-Purpose Room.

Ayes: Blouk Noes: 0 Absent: White Abstained: 0

Daniel
Sneller
LaBelle

EXHIBIT "A"

McCLINTOCK & BUSTAD, INC.
9629 GROSSMONT SUMMIT DRIVE
LA MESA, CA. 91941

PH. 619-469-9500 FAX 619-469-9505

Job # 145675005 - 3.40 Quote Type: HEATER QUOTE Page 1 of 2

Quoted To: AAA TERRITORY MASTER

Quote Date: 9/6/2017

Job Name: SINALOA JR HS

Bid Date: 9/6/2017

Simi Valley, CA 93063

Quan	Description	Wt

Bid Alternate 1		
Reznor Price Key: 20171130		
2	Reznor CAUA-400 indoor vertical upflow furnace (sep combustion or power vent), spark with timed lockout, 24v controls	575#
2	AA1 : Natural Gas	
2	AC2 : 409 Stainless Steel Heat Exchanger	
2	AD4 : SS Burners w/condensate drain	
2	AG3 : 2 Stage Gas Valve(s) with Ductstat(s)	
2	AK7 : 460/3/60 voltage	
2	AL10: 5 HP ODP Motor	70#
2	AM15: 1150 rpm, 5100 CFM, 1.00" ESP, 1.48" TS	
2	AN10: IEC Motor Starter	
2	AUD3: DX Coil Unequal Split Circuit (EX)	
2	AUH3: R410A Refrigerant	
2	BE4 : Evaporator Froststat	
2	C180: ACUC coil cabinet with 15 ton coil	260#
2	CC1 : Vent Cap (units w/power vent only)	
2	CW4 : 2" Pleated Filters, Large Side Cabinet	65#
2	DR2 : Adjustable V-Belt Drive Blower	970#
Reznor Price Key: 20171130		
2	Reznor MASA-180 outdoor 3 stage condenser, 24v controls	908#
2	AK7 : 460/3/60 voltage	
2	AZ12: Condenser coil guard	
2	CUB1: Compressor 5 min cycle timer	
2	SH2 : Prepare Unit for LTL Shipment Only	
2	XW1 : 5 year compressor warranty	908#

Job # 145675005 - 3.40

Page 2 of 2

 Bid Alternate 1 TOTAL YOUR COST FOR 4 UNIT(S) \$ 42,488.40
 Unit/Option Zone Freight \$ 3,540.70

ALL FUNDS SHOWN IN U.S. DOLLARS

~~\$46,029¹⁰~~
 + TAX

CONTROL BY OTHERS

Notes for Split Air Conditioner Schedule (indoor units) not applicable are notes 1, 2, 3, 5, 6, 7. Note 9 exception being that any twinning required is field provided.

Outdoor unit note 4, vibration isolation is external, by others.

Schedule for Indoor unit calls for 2 of 1 HP motors. The unit requires 1 of 5 HP motor per scheduled performance.

Parts quotes/warranties Do Not include freight.

All prices are subject to change without notice.

Verification of quantity, voltage, configuration, etc. is the responsibility of the Distributor and / or Contractor. Know what you're ordering.

If its not listed on the quote consider it excluded.

No addenda have been reviewed unless noted.

Start up and/or owner training are not included unless noted.

Convenience Outlets if quoted require a separate power feed by others.

Some assembly may be required. Refer to submittals and/or install guide.

Do not assume McClintock & Bustad is in possession of full plans and specifications.

Excluding: isolation and/or isolation curbs, pitched curbs, seismic hold downs.

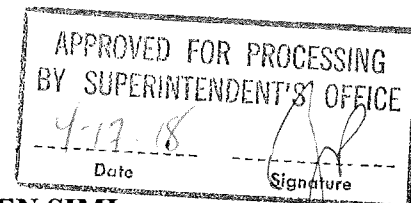
All shipments are F.O.B. Factory.

Option SA-1 "smoke detector" is an indoor rated device. This device must be mounted in a weatherproof environment.

ESTIMATED ADD FOR LIFT GATE DELIVERIES, \$125.00 PER TRUCK.

ACTUAL CHARGES WILL BE INVOICED.

Current product leadtimes are available on www.rezspec.com



**TITLE: RATIFICATION OF AGREEMENT A18.588 BETWEEN SIMI
 VALLEY UNIFIED SCHOOL DISTRICT AND J & S CONSULTING
 ENGINEERS FOR DESIGN OF HVAC DUCTING SYSTEMS FOR
 GARDEN GROVE ELEMENTARY SCHOOL**

Business & Facilities
Consent #6

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

The ducting systems at the Administration Building at Garden Grove Elementary School are in need of repairs and new components. J & S Consulting Engineers can provide the design of these improvements and is on the list of engineering firms that were approved by the Board of Education on February 21, 2017.

Fiscal Analysis

The total cost for design of repairs and improvements to the ducting systems at the Administration Building at Garden Grove Elementary School \$7,110.00. Agreement A18.588 is attached as Exhibit "A". These services will be funded with Measure X Funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 181 by Trustee Broz, seconded by Trustee Snollen and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement A18.588 with J & S Consulting Engineers, Inc. for design of ducting systems for the Administration Building at Garden Grove Elementary School.

Ayes: Daniels
Broz Noes: 0 Absent: White Abstained: 0
Snollen
LaBelle

**PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A18.588
TO
AGREEMENT FOR ON-GOING ENGINEERING SERVICES**

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District** and **J & S Consulting Engineers, Inc.** ("Engineer") as of February 15, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A18.051 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 **DESIGN FOR REPAIRS AND IMPROVEMENTS TO THE DUCTING SYSTEMS AT THE ADMINISTRATION BUILDING AT GARDEN GROVE ELEMENTARY SCHOOL** as further described in the attached Proposal #18-101 from Engineer dated February 1, 2018 (Attachment "A").
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not established at the time of initiation of this agreement.
3. Assigned Project Basic Services. The Basic Services for the Assigned Project are:

Basic Services Phases
Phase I – Field Investigations
Phase II – Design of repairs and new components for correction of ducting systems deficiencies.
Phase III – Construction administration services

4. 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
Phase I – Field Investigations	March 15, 2018
Phase II – Design of repairs and new components for correction of ducting systems deficiencies.	March 15, 2018
Phase III – Construction administration services	As required by the construction contract.

5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is a **fixed-fee of Seven-Thousand One-Hundred Ten Dollars (\$7,110.00)**. The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation (Sycamore ES = 90%) (Big Springs ES = 10%)
Phase I	\$1,000
Phase II	\$5,000
Phase III	\$1,110
Total Contract Price:	\$7,110

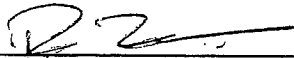
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

"District"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By:



Ron Todo

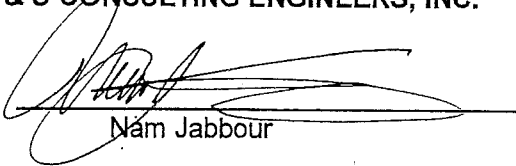
Title:

Associate Superintendent,
Business & Facilities

"Engineer"

J & S CONSULTING ENGINEERS, INC.

By:



Nam Jabbour

Title:

Principal

Attachment A



E. S. G.
MECHANICAL &
ELECTRICAL ENGINEERING, INC.

February 1, 2018

Proposal # 18-101

Tony Joseph
SVUSD Bond Construction Manager
875 Cochran St.
Simi Valley, CA 93065

RE: Garden Grove Elementary School
Administration Building

Dear Tony,

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

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

I. SCOPE OF WORK:

- A. Field verify and document the discrepancies between the supply and return air noted in the Air Balance Report, and provide design to correct the HVAC deficiencies in the Admin. building.

II. FIELD INVESTIGATION:

- A. Field verify location and size of all supply and return air grilles and are installed as shown on the "As-Built" drawings.
- B. Field verify if the fire dampers above hard ceilings in the corridor are open or closed due to non-functional fusible line.
- C. Verify if opposed blade dampers are fully open or close.
- D. Verify if any ducts are provided with manual volume dampers.
- E. Field verify where possible, if any of the existing duct work are damaged or are leaking.

III. DESIGN:

- A. Provide mechanical design to correct deficiencies.
- B. Replace all supply and return registers.
- C. Provide volume dampers for air balance.
- D. Replace fusible links with combination fire/smoke dampers (CFSD).
- E. Provide power and fire alarm controls for CFSD.

IV. CONSTRUCTION PHASE SERVICES:

- A. Attend (1) pre-bid meeting.
- B. Review equipment submittals.
- C. Review shop drawing submittals.
- D. Respond to R.F.I.'s as requested.
- E. Prepare "As-Built" drawings from contractors red lines.

V. SERVICES NOT INCLUDED:

- A. Systems and services other than listed above
- B. Fire Alarm System Design (Except as noted)
- C. Construction cost estimates.

VI. ENGINEERING FEES:

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

A. Field Investigation

Project Manager	12.0 hrs@	\$ 150.00 =	\$ 1,800.00
		Sub - Total =	\$ 1,800.00

B. Construction Documents

Mechanical

Principal	1.0 hrs@	\$ 180.00 =	\$ 180.00
Project Engineer (P.E.)	4.0 hrs@	\$ 150.00 =	\$ 600.00
Sr. Engineer	36.0 hrs@	\$ 125.00 =	\$ 4,500.00
CAD Operator	16.0 hrs@	\$ 85.00 =	\$ 1,360.00
Clerical	2.0 hrs@	\$ 55.00 =	\$ 110.00
		Total =	\$ 6,750.00
		Discount =	\$ 3,150.00

Sub - Total = \$ 3,600.00

Electrical/F.A.

Project Engineer (P.E.)	1.0 hrs@	\$ 150.00 =	\$ 150.00
Sr. Engineer	8.0 hrs@	\$ 125.00 =	\$ 1,000.00
Clerical	1.0 hrs@	\$ 55.00 =	\$ 55.00
		Total =	\$ 1,205.00
		Discount =	\$ 565.00

Sub - Total = \$ 640.00

C. Construction Phase Services

Project Engineer (P.E.)	12.0 hrs@	\$ 150.00 =	\$ 1,800.00
CAD Operator	2.0 hrs@	\$ 85.00 =	\$ 170.00

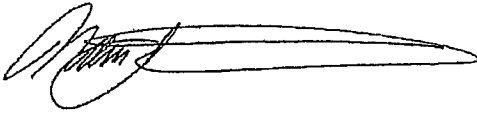
Total	=	\$ 1,970.00
Discount	=	\$ 900.00

Sub - Total = \$ 1,070.00

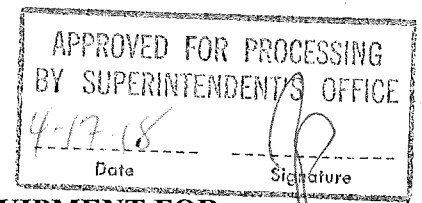
Total = \$ 7,110.00

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

Very Truly Yours,



Nam Jabbour



**TITLE: RATIFICATION OF PURCHASE OF NEW HVAC EQUIPMENT FOR
 SANTA SUSANA ELEMENTARY SCHOOL**

Business & Facilities
Consent #7

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

On March 11, 2014, the Board of Education authorized Resolution No. 74-13/14 which allows for specifying the make, model, and brand HVAC units which fit the existing conditions encountered at each school. The mechanical engineer has identified Carrier HVAC units for a portion of Santa Susana Elementary School.

Fiscal Analysis

This equipment is being purchased through NJPA Contract #030817-CAR for a total amount of \$21,100 plus tax per the attached quote (Exhibit "A"). Additional information is available at the Bond Management Office.

A separate contract will be bid out for removal of the old units, and installation of the new units.

This project will be funded by Measure X.

Recommendation

This item is provided for Board of Education ratification.

On a motion # 181 by Trustee Bryce, seconded by Trustee Smullen and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, purchase of new Carrier HVAC equipment for Santa Susana Elementary School.

Ayes: Daniel Bryce Noes: 0 Absent: White Abstained: 0

Smullen
LuSelle



turn to the experts

Sigler

COMMERCIAL HVAC DIVISION
20680 Nordhoff St, Chatsworth CA

Representing Industry Leading
Manufacturers of Commercial
HVAC Products & Solutions

Job Name: Santa Susana ES
Attention:
Job Location: , CA

Date: 03/01/2018
Quote Number: 14SCS-1576
Engineer:

We are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty.	Model Number	Description
AC-1	(1)	48VLNC240403-TP	Performance Pkgd Air Conditioner and Gas Furnace System 2 Tons Cooling 208/230-1-60 • 40,000 Btuh • Low NOx Unit • Tin-Plated Indoor Coil Hairpins
	(1)	SCMITFEESPP	SC Mitigation Fee
	(1)	1259-OA	OUTSIDE AIR INTAKE HOOD
CU-1	(1)	24AAA642A003	16 SEER / 12.2 EER SW AC
FAU-1	(1)	58STX090---1--20	STD, 4-WAY MULTIPOISE, 80% G/F LOW-NOX
CC-1	(1)	CNPVP6024ALA	CASED VERT N-ALUM
	(1)	scmitfee80	CA Mitigation fee
	(1)	38APD02564-20020	Deluxe Air-Cooled Condensing Unit - Dual Refrigeration Circuit 25 Tons Cooling
CU-3	(1)	38AP025-030-SU1	Start-Up First Unit for Outdoor Unit
	(1)	38AP025-030-LU1	Complete Unit 1yr Labor for Outdoor Unit

• PROVIDE FACTORY MOUNTED DISCONNECT SWITCH
• PROVIDE HONEYWELL PROGRAMMABLE THERMOSTAT.

• PROVIDE LIQUID CHECK VALVE(S)

• SINGLE POINT POWER TERMINAL BLOCK

Accessories listed separately above are field installed.

Total Net Sell Price (Excludes Sales Tax) FOB, FFA Factory:

\$21,100

QUOTATION NOTES: Priced in accordance with NJPA #030817-CAR
THE FOLLOWING IS NOT INCLUDED IN THIS PROPOSAL:

PACKAGED ROOFTOPS

STARTUP, THERMOSTATS, ROOFCURBS, MANUAL OUTSIDE AIR DAMPERS, FILTER RACKS, ECONOMIZERS, POWER EXHAUSTS, ADAPTOR ROOFCURBS, VIBRATION ISOLATION, PLATFORMS, DISCONNECTS, CONVENIENCE OUTLETS, COIL COATINGS, COPPER COILS, CONTROLS, HOT GAS BYPASS, HOT GAS REHEAT, UVC LAMPS, FILTER STATUS SWITCHES, ELECTRIC RESISTANCE HEATERS, VARIABLE FREQUENCY DRIVES, CO₂ SENSORS, DEMAND CONTROL VENTILATION SYSTEMS, HIGH STATIC INDOOR MOTORS, SMOKE DETECTORS, PIPING ACCESSORIES, ADDITIONAL/SPECIAL FILTERS, NO SEISMIC CERTIFICATION UNLESS SHOWN ABOVE.

RESIDENTIAL CONDENSERS

CONDENSER PADS, CRANKCASE HEATERS, HIGH PRESSURE SWITCHES, ISOLATION RELAYS, LOW AMBIENT KITS, SOLENOID VALVES, SOUND HOODS, COIL COATINGS, COPPER CONDENSER COILS, LINE SETS, LINE SET INSULATION, STACKING KITS, FILTER DRYERS, MUFFLERS, WHIPS, CONDUIT WIRE, SIGHT GLASSES, INFINITY SYSTEM CONTROLLERS, PIPING ACCESSORIES

FAN COILS/EVAPORATOR COILS

ACCESSORY ELECTRIC HEAT, DISCONNECT KITS, DOWNFLOW CONVERSION KITS, SINGLE-POINT WIRING KITS, FILTER KITS, CONDENSATE PUMPS, PVC CONDENSATE TRAP KITS, AIR CLEANERS, INFINITY SYSTEM CONTROLLERS, EXTRA DRAIN PANS, STAINLESS STEEL DRAIN PANS, PIPING ACCESSORIES, ADDITIONAL/SPECIAL FILTERS

FURNACE

CONCENTRIC VENT KITS, VENT TERMINATION KITS, CONDENSATE FREEZE PROTECTION KITS, CONDENSATE NEUTRALIZER KITS, ELECTRONIC AIR CLEANERS, HUMIDIFIERS, HEAT RECOVERY VENTILATORS, ENERGY RECOVERY VENTILATORS, UV LIGHTS, GAS CONVERSION KITS, PIPING ACCESSORIES, ADDITIONAL/SPECIAL FILTERS

Template
5.0

Version:

This quote is subject to attached terms and conditions

LG Revised: 12/31/2015

Santa Susana HS

COMMERCIAL SPLIT SYSTEMS

DISONNCETS, SOLENOID VALVES, FILTER DRIERS, LOW AMBIENT KITS, COIL GURDS, ACCESSORY ELECTRIC HEAT, ECONOMIZER, HOT WATER HEATING COIL, DISCHARGE PLENUM, SUBBASE, MOUNTING KIT, VIBRATION ISOLATION, RETURN AIR GRILLE, CONDENSATE OVERFLOW SWITCH, CONTROLS, CO² SENSOR, SMOKE DETECTORS, PIPING ACCESSORIES, PUMPS, FLOAT KITS, BLEED OFF KITS.

We appreciate your consideration of this quotation and would like to thank you for your interest in Sigler products and services. Should you have any questions concerning the above quotation, please feel free to contact us.

Sean Sigler
Commercial and Controls Sales

Sigler

Commercial HVAC Division
(805)-455-8300 - Phone
ssigler@siglers.com
www.siglercommercial.com

Template
5.0

Version:

Page 2 of 3

LG Revised: 12/31/2015

Santa Susana HS

ADDENDUM A

This quotation is based on the following terms and conditions, which are a material part therefore:

1. Shipment will be by a common carrier, FOB place of shipment, with Seller to prepay freight to the first destination. Seller reserves the right to control the routing. When any other than seller's regular method of shipment is used, the prepaid freight will not exceed the lowest of published prices for the regular method of shipment. Special handling charges by the carrier will be paid by buyer. Title passes to Buyer upon delivery to common carrier.
2. Prices are exclusive of any applicable city, state, or federal excise tax, including without limitations, taxes on manufacture, transaction privilege, sales, use, receipt, gross income, occupation and similar taxes. Any applicable taxes shall be added to the invoice as a separate charge paid by Buyer.
3. The prices contained in this quotation are firm for thirty (30) days from the date of this Quotation, at which time they are subject to change without notice.
4. Standard terms of payment are Net 30 days from date of invoice, but are subject to prior and continuing credit approval by Seller. Subsequent payments are to bear interest at 1-1/2% per month or as otherwise limited by applicable law.
5. This quote is for only the merchandise specified in detail herein. All other merchandise and services required for Buyer's job are not included in this quote.
6. Delivery dates are based on current information. Seller is not liable for any delay beyond its control.
7. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.** Warranties on the merchandise are extended solely by the manufacturer. Seller makes no warranties on labor. No back-charges or merchandise returns for credit are accepted on behalf of manufacturer without prior written authorization by Seller's Service Operations Manager and then only upon the conditions and procedures set forth by the manufacturer.
8. Seller is not liable for sales or engineering drawings, plans or specifications rendered in connection with the merchandise, or factory supervision of any installation or start-up.
9. Buyer hereby gives and grants Seller a purchase money security interest in all of the merchandise set forth in this quote, to secure Buyer's obligation to pay for the merchandise, which security interest shall be effective until such time as payment is received by Seller. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipment of merchandise, in whole or part, and to recall goods in transit and retake the, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of undertaking any other actions. Buyer consents that all the merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefore. The foregoing shall not be construed as limiting, any other rights or remedies available to Seller as a result of Buyer's default.
10. These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. This quotation may be modified only in a subsequent writing signed by both parties.
11. Acceptance of this offer is expressly limited to the exact term contained herein and any attempt to alter or omit any such term shall be deemed a rejection and counteroffer. If this quotation is accepted, and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions contained in this quotation shall prevail over any and all terms and conditions set forth in Buyer's order form. Issuance of such order by Buyer shall be deemed to note Buyer's assent to the terms and conditions contained in this quotation. Acceptance of this quotation by Buyer with language which contains the term: "in accordance with plans and specification" or similar language, shall be deemed ineffective as to such language and will be treated as acceptance without such term.

Accepted By: _____

Quote Date: 03/01/2018

Title: _____

Quote Number: 14SCS-1576

Date: _____

PO Number:

Total Sell Price excluding sales tax: _____

Job Name: Santa Susana HS

Template
5.0

Version:

Page 3 of 3

LG Revised: 12/31/2015

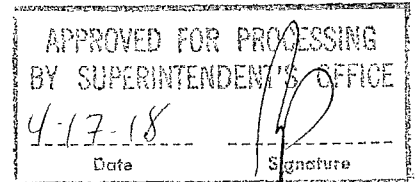
Santa Susana HS

**TITLE: RATIFICATION OF AWARD OF BID #18C20IBX295,
ATHERWOOD PLAYGROUND PAVING**

Business & Facilities
Consent #10

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

At the September 11, 2012 Board Meeting, through the approval of Resolution No. 04-12/13, Board authorized informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), delegating authority to award informal contracts up to the prescribed CUPCCAA monetary limit to the Board's designee.

On March 26, 2018, the Associate Superintendent of Business & Facilities awarded Bid No. 18C20IBX295, Atherwood Playground Paving, to Lee Construction Company as the responsible bidder submitting the lowest responsive bid proposal

Five bids were received on March 20, 2018, for Bid No. 18C20IBX295, Atherwood Playground Paving.

Construction Company Name

Bid Amount

Chalmers Construction Services, Inc.	\$ 134,000
Hughes General Engineering, Inc.	\$ 111,981
Lee Construction Company	\$ 92,987
NPG, Inc.	\$ 99,444
Universal Asphalt Co., Inc.	\$ 103,000

Additional Information is available in the Bond Office.

Fiscal Analysis

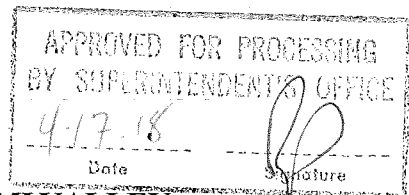
The total amount of this project, \$92,987, will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education ratify the award of Bid No. 18C20IBX295, Atherwood Playground Paving, to Lee Construction Company in the amount of \$92,987.

On a motion # 181 by Trustee Bloom, seconded by Trustee Snell and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call vote, award of Bid No. 18C20IBX295, Atherwood Playground Paving, to Lee Construction Company.

AYES: Driscoll Snell Laballe NOES: 0 Absent: White Abstained: 0



TITLE: APPROVAL OF AGREEMENT NO. A18.599 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR DESIGN OF A NEW MARQUEE SIGN FOR ROYAL HIGH SCHOOL

Business & Facilities
Consent #11

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District would like to have a new marquee sign installed at Royal High School. Jordan, Gilbert & Bain Landscape Architects, Inc. can provide landscape architect services for the preparation of design documents needed for DSA approval and construction of the new sign.

Fiscal Analysis

The cost associated with Agreement No. A18.599 is a fixed fee of \$17,300.00. Said Agreement is attached as Exhibit "A". These landscape architectural services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.599 with Jordan, Gilbert & Bain Landscape Architects, Inc. for preparation of design documents needed for DSA approval and construction of the new sign.

On a motion # 181 by Trustee Brown, seconded by Trustee Swollen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A18.599 with Jordan, Gilbert & Bain Landscape Architects, Inc.

Ayes: Daniel Brown Swollen La Belle Noes: 0 Absent: White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A18.599
 TO
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Jordan, Gilbert & Bain Landscape Architects, Inc. Landscape Architect ("Architect") as of April 18, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A17.423 for On-Going Landscape 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:

1. **Assigned Project Description.** The Assigned Project is described as follows: **Royal High School New Marquee Sign** per the attached Proposal (Attachment 1) from Architect dated March 20, 2018.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not identified 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
Existing Conditions & Removals Plan
Staking Plan
Design Details
Irrigation Plan
Planting Plan
Structural Drawings
Specifications
DSA Approval, Construction Phase Support Services & Closeout

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
Geotechnical Engineer
Structural Engineer

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
Existing Conditions & Removals Plan	Monday, April 30, 2018
Staking Plan	Tuesday, May 15, 2018
Design Details	Wednesday, May 30, 2018
Irrigation Plan	Wednesday, June 06, 2018
Planting Plan	Friday, June 15, 2018
Structural Drawings	Friday, June 15, 2018
Specifications	Friday, June 15, 2018
DSA Submittal & Approval, Construction Phase Support Services & Project Closeout	As required by project

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Sixteen-Thousand Eight-Hundred Sixty-Two Dollars and Fifty Cents (\$16,862.50). 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
Existing Conditions & Removals Plan	\$865.00	5%
Staking Plan	\$865.00	5%
Design Details	\$2,595.00	15%
Irrigation Plan	\$2,595.00	15%
Planting Plan	\$2,595.00	15%
Structural Drawings	\$3,200.50	18.5%
Specifications	\$1,124.50	6.5%
DSA Approval, Construction Phase Support Services & Closeout	\$3,460.00	20%
Total Contract Price:	\$17,300.00	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.

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
Jordan, Gilbert & Bain Landscape Architects

By: Paul Jordan
Paul Jordan

Title: President

Attachment 1

REQUEST FOR LANDSCAPE ARCHITECTURAL SERVICES – MARCH 20, 2018

PROJECT: ROYAL HIGH SCHOOL MARQUEE
1402 ROYAL AVENUE
SIMI VALLEY, CA 93065

LANDSCAPE ARCHITECT: JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVENUE
VENTURA, CALIFORNIA 93001

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET
SIMI VALLEY, CA 93065

ATTENTION: PEDRO AVILA

I. SCOPE OF WORK**1. CONSTRUCTION DOCUMENT PHASE**

Prepare construction plans for the marquee sign including the following:

- A. Prepare Existing Conditions and Removals Plan**
Prepare base plan in AutoCAD showing existing conditions and items that are required to be removed for the installation of the new foundation and marquee sign
- B. Staking Plan**
Show layout of proposed foundation and marquee sign. Plan view will show dimension and detail references. Coordinate work with the structural engineer.
- C. Details**
Prepare construction details for marquee installations.
- D. Irrigation Plan**
Show modification to the existing irrigation system as necessary to fit the new sign footprint.
- E. Planting Plan**
Planting details showing modifications due to new sign footprint.
- F. Structural Drawings**
Structural Engineers plan and calculations for new marquee sign.
- G. Specifications**
Prepare specifications of the work in CSI format.

ROYAL HIGH MARQUEE SIGN
PAGE 2 of 3
MARCH 20, 2018

H. Coordinate work with the Soils Engineer for the preparation of the Geotechnical Engineering Report.

I. Submit plans to DSA for required approvals.

2. BIDDING PHASE

Attend the pre-bid job walk.

Assist The District in response to questions during the bidding phase. Prepare any necessary addendums and or clarification drawings.

3. CONSTRUCTION PHASE

Assist The District in response to the RFI during the construction phase.

Review shop drawings and product submittals as specified in the construction documents.

4. PROJECT CLOSEOUT

Prepare as-built drawings in AutoCAD of the irrigation work based on the Contractor's record drawings.

Attend final job site work review with The District.

II. FEES

a. This basic fee for the above services shall be as follows:

1. Earth System's Fee	\$7,800.00
2. Structural Engineer's Fee	\$3,200.00
3. Landscape Architect's Fee	\$6,300.00

TOTAL \$17,300.00

III. REIMBURSABLE EXPENSES

Printing - Cost + 15% handling

IV. CONSULTANTS FOR THE PROJECT INCLUDES:

ROYAL HIGH MARQUEE SIGN

PAGE 3 of 3

MARCH 20, 2018

1. Earth Systems
1731 Walter Street, Suite A
Ventura, CA 93003
2. Lawrence Hauer Structural Engineer
2350 E. Main Street, #202
Ventura, CA 93003



Paul Jordan, Landscape Architect #1443
Jordan, Gilbert, & Bain, Landscape Architects, Inc.

March 20, 2018

Date

LAWRENCE R. HAUER
STRUCTURAL AND CIVIL ENGINEER
A CORPORATION

2350 E. MAIN STREET, #202
VENTURA, CALIF. 93001
TELEPHONE (805) 653-1743

March 9, 2018

Jordan, Gilbert, and Bain
Landscape Architecture
459 N. Ventura Ave.
Ventura, CA 93001

Attn: Paul Jordan

Re: Royal High School Monument Sign

PROPOSAL

The undersigned proposes to furnish structural analysis and design for the project referenced on an hourly basis of \$200.00 per hour for a licensed principal structural engineer for calendar year 2018 with a maximum fee for the three items listed below of \$3,200.00, (Three Thousand Two Hundred Dollars). Structural engineering services are anticipated to include:

1. Structural analysis and design for vertical and lateral loads based on the 2016 California Building Code, (CBC).
2. A set of structural plans, specifications, and details, utilizing .DWG drawings supplied by your office as necessary.
3. All consultation required to complete the design phase of the project.

Not included would be responses to any DSA plan check comments which would be billed separately at the hourly rate previously stated.

It is agreed that the structural engineering services do not include the review or site observation of the contractor's work or performance. It is further agreed that the Client will defend, indemnify and hold harmless the engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or failure of the contractor's work to conform to the design intent and the contract documents. The Engineer agrees to be responsible for his own or his employee's negligent acts, errors or omissions. Consultation, field observations, and review of any shop drawings as may be requested or required during construction are not included in the above engineering fee and, if needed, will be provided and billed separately on an hourly basis using hourly rates in effect at the time of services, (\$180.00 for a licensed principal structural engineer, portal to portal, for calendar year 2015).

The fee quoted is based on the preliminary sign elevation received via email on 3/8/18. Changes or additions to the project which effect the scope of structural engineering services

EXHIBIT "A"

intended to be performed will be billed on an hourly basis unless such changes are minor in nature or can be included in the original engineering fee. Unforeseen conditions such unknown existing "as-built" conditions may also require additional engineering fees. The following assumptions have been made regarding this project:

Unless a soils report is provided, an assumed soil bearing value of 1,000 psf, (net), will be used in the design and the Client agrees to take all responsibility for existing soils incapable of carrying a 1,000 psf, (net), bearing load.

Statements for the professional services as outlined in this proposal are due upon presentation and are subject to a service charge of 1% per month after 30 days from the date of statement, (annual percentage rate of 12%). In the event either party retains an attorney to enforce any terms, covenant or condition of this agreement, the prevailing party in any action filed shall be entitled to cover reasonable attorney's fees and costs from the unsuccessful party.



Lawrence R. Hauer
President

Accepted: _____
Jordan, Gilbert, and Bain

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Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

March 14, 2018

Proposal No.: VEN-18-03-019

Attention: Paul Jordan
Jordan Gilbert and Bain Landscape Architects
459 No. Ventura Avenue
Ventura, CA 93001
paul@jordan-gilbert.com

Project: Royal High School Marquee Sign
1402 Royal Avenue
Simi Valley, California

Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide Geotechnical Engineering services for the proposed marquee sign to be located at the northeastern entrance to Royal High School in the City of Simi Valley, California. The structure will include a pedestal footing from which a 12-inch thick CMU wall will rise to 12 feet above adjacent grade. High strength steel supports will be mounted on the sides of the CMU wall. The electronic sign will be mounted on the wall, and will be 8 feet wide and 5.5 feet tall. The top of the sign will be 13.5 feet above adjacent grade.

The site is located within a liquefaction hazard zone, and it is anticipated that an analysis of liquefaction potential will be a required component of the geotechnical study for the project.

The scope of services for the Geotechnical Engineering Report would generally include the following:

- A. We will prepare for field exploration by visiting the site to mark points of exploration and notify Underground Service Alert of our intent to dig. Earth Systems will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. Once utility clearance is obtained, we will explore the subsurface conditions and materials by drilling a mud rotary boring with a truck-mounted drilling rig. The maximum planned depth of exploration is 50 feet, which is the minimum required to assess liquefaction potential. A member of our staff will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. We currently anticipate that cuttings from the borings may be used to backfill the holes, and any remaining cuttings can be left and/or spread on-site. (Our proposed

March 14, 2018

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Proposal No.: VEN-18-03-019

fee includes the subcontracted drill rig costs, but does not include fees that may be required to drum cuttings or have them hauled off-site.)

- B. Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; grain size and plasticity index analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.
- C. Once field and laboratory tests are complete the data will be organized and analyzed by a member of our professional staff to develop conclusions and recommendations relevant to site development as we understand it.
- D. A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during our studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; and minimum foundation design criteria.
- E. It should be noted that our scope of services will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject site.

We feel confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, field work should begin in about two weeks (weather and drill rig availability permitting), and the report should be ready for distribution approximately four weeks after completion of field work.

Based on the above, we propose to provide the Geotechnical Engineering Report on a fixed fee basis for \$7,800.00. We intend to issue a 50% progress bill for \$3,900.00 upon initiation of field work. The remainder of the total amount will be due and payable upon receipt of the report.

Our reports are intended to address those items required by the Division of the State Architect for studies of this nature. However, the reviewing agencies sometimes request that additional studies be performed prior to granting approval of a grading or building permit. Additional

March 14, 2018

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Proposal No.: VEN-18-03-019

work required by the appropriate jurisdictional agencies, if any, is not included in the scope and fees proposed herein.

Additional services, such as plan reviews or construction testing and inspection services, are not included within the scope or fees proposed herein. Such services would be provided on a Time and Materials basis, as calculated from the Fee Schedule in effect when the services are provided.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves an increase to the Prevailing Wage rate during the work period, Client agrees to allow Consultant to increase hourly rates in a similar manner.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional

March 14, 2018

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Proposal No.: VEN-18-03-019

services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written

March 14, 2018

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Proposal No.: VEN-18-03-019

Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

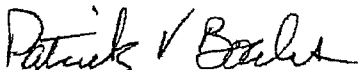
9. Prevailing Wage: Our proposal is based on the understanding that none of our services, as outlined in this proposal, are subject to the California Prevailing Wage Law. In the event that the Department of Industrial Relations determines that the Prevailing Wage Law applies, Client agrees to pay to Consultant any additional compensation necessary to adjust Consultants employees' wages to conform to the Prevailing Wage Law on this project.

10. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

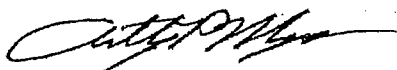
11. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

Upon acceptance of this proposal, please sign, date, and return a signed copy to Earth Systems, 1731 Walter Street, Suite A, Ventura, California 93003.

EARTH SYSTEMS PACIFIC



Patrick V. Boales
Engineering Geologist No. 1346/Managing Principal



Anthony P. Mazzei
Geotechnical Engineer No. 2823/Vice President

AGREED TO AND ACCEPTED

Client Signature

Client Name and Title (in print)

Date

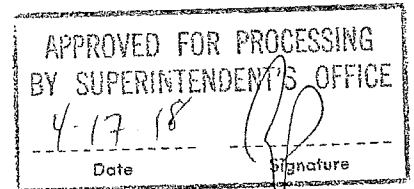
Copies: 1 - Paul Jordan (via email)
1 - Proposal File

**TITLE: AUTHORIZATION TO AWARD BID #18C22BX293, SANTA SUSANA
ELEMENTARY SCHOOL BUS LOOP & PARKING IMPROVEMENTS**

Business & Facilities
Consent #12

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Four bids were received on March 22, 2018 for Bid #18C22BX293, Santa Susana Elementary School Bus Loop & Parking Improvements. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

Ardalan Construction Company, Inc.	\$1,073,900
Environmental Construction, Inc.	\$1,183,231
Hughes General Engineering	\$1,169,774
United Construction & Landscape	\$1,192,000

Additional Information is available in the Bond Management Office.

Fiscal Analysis

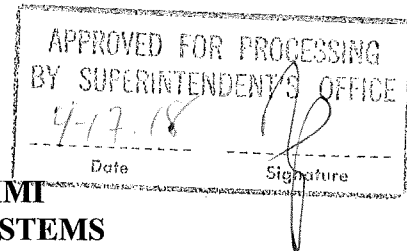
The total amount of this project \$1,073,900 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18C22BX293, Santa Susana Elementary School Bus Loop & Parking Improvements, to Ardalan Construction Company, Inc. in the amount of \$1,073,900.

On a motion # 181 by Trustee Blaug, seconded by Trustee Smoker and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Santa Susana Elementary School Bus Loop & Parking Improvements to Ardalan Construction Company, Inc.

AYES: Daniel Blaug Smoker LaBelle NOES: 0 Absent: White Abstained: 0



TITLE: RATIFICATION OF AGREEMENT A18.600 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR THE MPR BUILDING AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #13

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Additional geotechnical engineering is required by the state for the design of renovations to the MPR Building at Royal High School. Earth Systems has provided geotechnical engineering services for this project, and can provide these additional services.

Fiscal Analysis

The total cost for these additional geotechnical engineering services for proposed renovations and improvements to the MPR Building at Royal High School is \$8,100.00. Agreement A18.600 is attached as Exhibit "A". These services will be funded with Measure X Funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 187 by Trustee Blaylock, seconded by Trustee Snodden and carried by a vote of 4/0/1, the Board of Education ratified, by roll-call-vote, Agreement A18.600 with Earth Systems for additional geotechnical engineering for renovations and improvements to the MPR Building at Royal High School.

Ayes: Daniels
Blaylock
Snodden
LaBelle Noes: 0 Absent: White Abstained: 0

AGREEMENT NO. A18.600 FOR CONSULTANT SERVICES

AGREEMENT made as of the 23rd day of March, 2018,

between the District:

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

and the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003

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 **additional Geotechnical Engineering Services at Royal Valley High School** identified on the attached Proposal from Consultant dated March 21, 2018, (Attachment "A" to this Agreement). 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 **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.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **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 for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

- 1.5 **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. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.6 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.7 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.8 **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.

	<u>Start</u>	<u>Finish</u>
Additional Site Investigations	3/26/18	3/30/18
Soundings Tests at Site	4/1/18	4/6/18
Preliminary Report(s)	4/9/18	4/13/18
Final Geotechnical Addendum Report	4/14/18	4/21/18

CONTRACT PRICE.

- 1.9 **Contract Price for Consultant Services.** The Contract Price for these additional Consultant Services is a **fixed-fee of Eight-Thousand One-Hundred Dollars (\$8,100.00)** per the attached Proposal dated March 21, 2018 (Attachment "A").
- 1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.
- 1.11 **Additional Services.** No Additional Services are authorized under this agreement.
- 1.12 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor 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 labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

- 1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 1.14 **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, allowable Reimbursable Expenses and authorized Additional Services. 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. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, 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.
- 1.16 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 1.17 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

- 1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies

of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

- 1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants 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, and property damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Occurrence	\$1,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

- 1.20 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 1.22 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 1.23 **Policy Endorsements; 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.

1.24 **Indemnity.**

- 1.24.1 *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 ("District Indemnitees") 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.
- 1.24.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties 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, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

- ☐ when the Project and all close-out obligations are completed.
- ☒ when the District has confirmed that Consultant has properly completed its Scope of Services.
- ☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ () days from the date of award of this Agreement by the District's Board of Trustees.

TERMINATION; SUSPENSION

- 1.25 **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.

- 1.26 **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 and/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.
- 1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings 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.
- 1.28 **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.

MISCELLANEOUS

- 1.29 **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.
- 1.30 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 1.31 **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. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 1.32 **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.
- 1.33 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.

- 1.34 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

- 1.35 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attn.: Patrick Boales, Engineering Geologist

- 1.36 **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.
- 1.37 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 1.38 **Disputes.**
- 1.38.1 *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.
- 1.38.2 *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 before a single retired judge arbitrator 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. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

- 1.38.3 **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.
- 1.39 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 1.40 **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.
- 1.41 **Marginal Headings; Captions.** Marginal Headings; Captions. The titles of the various Sections and 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 Consultant and the District hereunder.
- 1.42 **Consultant Contact Information.**

Consultant Contact Name: Patrick Boales
 Business Phone: 805-642-6727 Fax: 805-642-1325
 E-mail: phboales@earthsystems.com
 Federal Tax ID Number or SSN: 77-0521780
 *Consultant must provide a W-9 (attached)

Are you or any of your employees current or former employee of the District?

☐ Yes ☒ No

If yes, state the date you last worked? _____

EXHIBIT "A"

Are you related to any employee (s) of the District? ☐ Yes ☒ No
If yes, please identify the individuals (s): _____


- 1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved this Agreement and the provisions hereof.
- 1.44 **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.
- 1.45 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of 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 Trustees, to bind District to all terms hereof.

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

EARTH SYSTEMS (CONSULTANT)

By: 
Patrick Boales, ~~President~~ Sr. Vice President

ATTACHMENT B FINGERPRINT CERTIFICATE

I, Patrick Boales, am the Sr. Vice President of
(Print Name) (Title)

Earth Systems Pacific I declare, state, and certify all of the following:
(Consultant Name)

1. I am aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:

A. The fingerprints of each person identified on Attachment 1 have been submitted to the California Department of Justice pursuant to Education Code § 45125.1; and,

B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment A has not been convicted of a felony, as defined in Education Code § 45122.1, and has no criminal felony proceedings, as defined in Education Code § 45122.1, pending against him or her.

3. The Consultant shall provide additional Fingerprint Certificate for each and every person who is not identified on Attachment A prior to permitting such person(s) access to the Site or to perform any Work at the Site.

4. Contractor and I understand that if the District determines that Consultant has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code § 45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.

5. I am authorized to execute this Fingerprint Certificate on behalf of the Consultant. All of the statements set forth above and all of the information provided in Attachment 1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A which would render such statements and/or information to be false or misleading.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Ventura, California this 23rd day of March, 2018
(City and State)

Patrick V. Boales
(Signature)

Patrick V. Boales
(Handwritten or Typed Name)

FINGERPRINT CERTIFICATE
ATTACHMENT 1

Scott Calvert

Attachment A

**Earth Systems**1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

March 21, 2018

Proposal No.: VEN-18-03-041

Attention: Pedro Avila
Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

Project: Royal High School Multipurpose Building Additions
1402 Royal Avenue
Simi Valley, California

As requested by Pedro Avila of the Simi Valley Unified School District, Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide supplemental geotechnical engineering services for two proposed additions (i.e., Stage Building and Ticketing Building) to the multipurpose building on the campus of Royal High School in the City of Simi Valley, California. Our findings indicate that there is the potential for approximately 3.5 inches of seismically-induced settlement, and the potential for about 1.3 feet of horizontal ground displacement due to lateral spreading. Earth Systems proposes to perform a supplemental investigation to further analyze differential settlement and evaluate the potential for lateral spreading. The goal of this supplemental investigation is to determine if the estimated seismically-induced settlement is fairly-uniform within the construction limits, which could allow a reduction in the differential settlement to be considered in the design of the proposed additions. Secondly, Earth Systems hopes to determine if the liquefiable zone causing lateral spreading in our exploratory boring is a continuous zone that runs beneath the proposed additions and existing multipurpose building, or if it is discontinuous, would reduce/eliminate structural mitigation of the hazard.

The scope of services for the supplemental investigation will include the following:

- A. Initially, Earth Systems personnel will meet with a district staff member with knowledge of the campus utilities to mark points of exploration. Following the site visit, we will notify Underground Service Alert of our intent to dig.
- B. After waiting the required two work days to allow USA to mark utilities, we will explore the subsurface conditions and materials by advancing cone penetrometer test (CPT) soundings to provide the data for use in analyzing the liquefaction and lateral spreading potentials of subsurface soils. It is currently planned to advance a total of 3 to 4 soundings in the areas of our previous exploratory borings, and around the perimeter of the existing multi-purpose building. The anticipated depth of the soundings will range from 50 to 75

March 21, 2018

2

Proposal No.: VEN-18-03-041

feet below the existing ground surface. The small-diameter soundings will be backfilled with bentonite pellets. (Our proposed fee includes the CPT rig costs.)

- C. Once the field work is completed, the data will be organized and analyzed by a member of our professional staff to develop conclusions and recommendations relevant to site development based on the findings of this supplemental investigation.
- D. We will prepare an Addendum Report that will be based on our understanding of the proposed project, evaluation of the data obtained from the supplemental exploration program, and on experience and judgment. Included in the report will be descriptions of the field work performed, a discussion pertaining to the engineering properties of soils encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include: vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria based on soil expansion; and geohazard mitigation measures that should be implemented into the project (if any).
- E. It should be noted that our scope of services will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject site.

We feel confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, field work will be performed on April 4, 2018, which happens to fall during the school's spring break. The fieldwork should take one day to complete. The addendum report should be ready for distribution approximately 2 to 3 weeks after completion of field work.

Based on the above, we propose to provide the addendum report on a fixed fee basis for \$8,100.00. We intend to issue a 50% progress billing of \$4,050.00, equal to 50 percent of the proposed fee, upon completion of field work. The remainder of the total amount will be due and payable upon receipt of the addendum report.

The Terms for Service in our previous agreement shall remain applicable to this portion of the project.

March 21, 2018

3

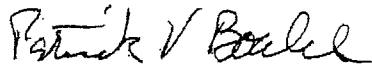
Proposal No.: VEN-18-03-041

Upon acceptance of this proposal, please sign, date, and return a signed copy to Earth Systems Southern California, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED



Patrick V. Boales
Engineering Geologist No. 1346/President

Client Signature



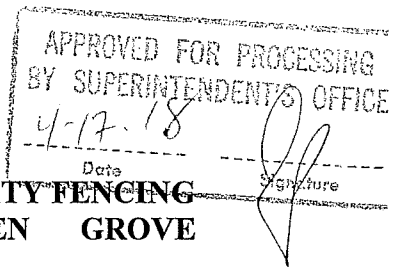
Anthony P. Mazzei
Geotechnical Engineer No. 2823/Vice President

Client Name and Title (in print)

Date

Copies:

- 1 - Simi Valley Unified School District (via email)
- 1 - Architecture 4 Education, Attention: Tony Armer (via email)
- 1 - Proposal File



TITLE: AUTHORIZATION TO AWARD BID #18D4BX297, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT GARDEN GROVE ELEMENTARY SCHOOL

Business & Facilities
Consent #14

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Six bids were received on April 4, 2018 for Bid #18D4BX297, Security Fencing & Landscape Improvements at Garden Grove Elementary School. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>
A Bates G.C., Inc.	\$678,000
Ardalan Construction Company, Inc.	\$857,600
Chalmers Construction Services, Inc.	\$678,000
C.S. Legacy Construction, Inc.	\$780,485
Hughes General Engineering, Inc.	\$587,500
Monet Construction, Inc.	\$562,000

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$562,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18D4BX297, Security Fencing & Landscape Improvements at Garden Grove Elementary School, to Monet Construction, Inc. in the amount of \$562,000.

On a motion # 181 by Trustee Blough, seconded by Trustee Snollen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Security Fencing & Landscape Improvements at Garden Grove Elementary School to Monet Construction, Inc.

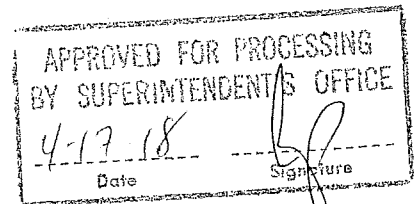
AYES: Daniel Blough
Snollen
de Belle NOES: 0 Absent: White Abstained: 0

TITLE: AUTHORIZATION TO AWARD BID #18D4BX296, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT ATHERWOOD ELEMENTARY SCHOOL

Business & Facilities
Consent #15

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Six bids were received on April 4, 2018 for Bid #18D4BX296, Security Fencing & Landscape Improvements at Atherwood Elementary School. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>
A Bates G.C., Inc.	\$550,000
Ardalan Construction Company, Inc.	\$721,800
Chalmers Construction Services, Inc.	\$577,000
C.S. Legacy Construction, Inc.	\$711,859
Hughes General Engineering, Inc.	\$398,505
Monet Construction, Inc.	\$528,000

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$398,505 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18D4BX296, Security Fencing & Landscape Improvements at Atherwood Elementary School, to Hughes General Engineering, Inc. in the amount of \$398,505.

On a motion # 181 by Trustee Blouche, seconded by Trustee Snollen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Security Fencing & Landscape Improvements at Atherwood Elementary School to Hughes General Engineering, Inc.

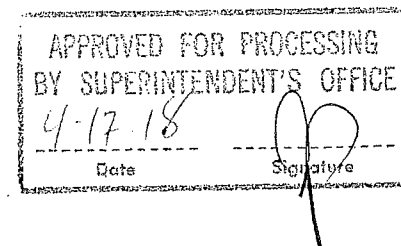
AYES: Daniel Blouche Snollen LaBelle NOES: 6 Absent: White Abstained: 6

TITLE: AUTHORIZATION TO AWARD BID #18D5BX300, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT WOOD RANCH ELEMENTARY SCHOOL

Business & Facilities
Consent #16

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Six bids were received on April 5, 2018 for Bid #18D5BX300, Security Fencing & Landscape Improvements at Wood Ranch Elementary School. The recommended low bidder is indicated in bold type.

<u>Construction Company Name</u>	<u>Bid Amount</u>
A Bates G.C., Inc.	\$155,000
Ardalan Construction Company, Inc.	\$153,300
C.S. Legacy Construction, Inc.	\$183,862
Monet Construction, Inc.	\$114,000
NR Development, Inc.	\$189,500
Hughes General Engineering, Inc.	\$ 97,750

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$97,750 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18D5BX300, Security Fencing & Landscape Improvements at Wood Ranch Elementary School, to Hughes General Engineering, Inc. in the amount of \$97,750.

On a motion # 81 by Trustee Boyle, seconded by Trustee Snodgrass and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Security Fencing & Landscape Improvements at Wood Ranch Elementary School to Hughes General Engineering, Inc.

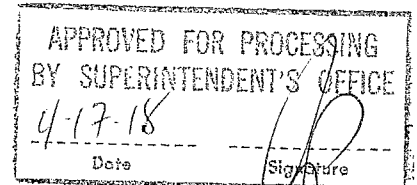
AYES: Daniel Boyle Snodgrass LaRue NOES: 0 Absent: White Abstained: 0

TITLE: AUTHORIZATION TO AWARD BID #18D5BX299, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT WHITE OAK ELEMENTARY SCHOOL

Business & Facilities
Consent #17

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Seven bids were received on April 5, 2018 for Bid #18D5BX299, Security Fencing & Landscape Improvements at White Oak Elementary School. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

A Bates G.C., Inc.	\$554,000
Ardalan Construction Company, Inc.	\$657,000
C.S. Legacy Construction, Inc.	\$799,568
Environmental Construction, Inc.	\$633,482
Hughes General Engineering, Inc.	\$519,250
Monet Construction, Inc.	\$596,400
N.R. Development Inc.	\$499,500

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$499,500 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18D5BX299, Security Fencing & Landscape Improvements at White Oak Elementary School, to NR Development Inc. in the amount of \$499,500.

On a motion # 181 by Trustee Blough, seconded by Trustee Snollen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Security Fencing & Landscape Improvements at White Oak Elementary School to NR Development Inc.

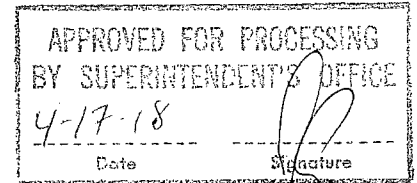
AYES: Daniel Blough Snollen LaBelle NOES: 0 Absent: White Abstained: 0

TITLE: AUTHORIZATION TO AWARD BID #18D5BX298, SECURITY FENCING & LANDSCAPE IMPROVEMENTS AT KATHERINE ELEMENTARY SCHOOL

Business & Facilities
Consent #18

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Six bids were received on April 5, 2018 for Bid #18D5BX298, Security Fencing & Landscape Improvements at Katherine Elementary School. The recommended low bidder is indicated in bold type.

Construction Company Name

Bid Amount

A Bates G.C., Inc.	\$343,000
Ardalan Construction Company, Inc.	\$427,900
C.S. Legacy Construction, Inc.	\$514,965
Hughes General Engineering, Inc.	\$267,000
Monet Construction, Inc.	\$397,000
N.R. Development Inc.	\$363,500

Additional Information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project \$267,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18D5BX298, Security Fencing & Landscape Improvements at Katherine Elementary School, to Hughes General Engineering, Inc. in the amount of \$267,000.

On a motion # 181, by Trustee Boyle, seconded by Trustee Snodgrass and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, award of the Security Fencing & Landscape Improvements at Katherine Elementary School to Hughes General Engineering, Inc.

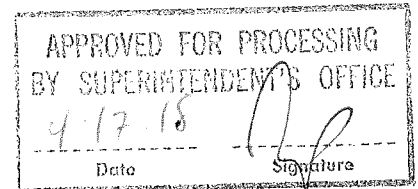
AYES: Daniel Boyle, Snodgrass, LaBelle NOES: 0 Absent: White Abstained: 0

TITLE: APPROVAL OF AGREEMENT NO. A18.621 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC. FOR INSPECTOR OF RECORD SERVICES FOR THE SANTA SUSANA ELEMENTARY SCHOOL BUS LOOP AND PARKING IMPROVEMENTS PROJECT

Business & Facilities
Consent #22

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On December 12, 2017, the Board of Education approved the list of selected firms for on-call inspection services, which includes the firm of Stephen Payte DSA Inspections, Inc. Inspection services are required by DSA on the Santa Susana Elementary School Bus Loop and Parking Improvements Project.

Fiscal Analysis

Agreement No. A18.621 (Exhibit A) is for providing a project inspector for the Santa Susana Elementary School Bus Loop and Parking Improvements Project for an estimated amount of \$25,000.00. These services will be funded with Measure X funds.

Recommendation

It is recommended the Board of Education approve Agreement No. A18.621 for inspection services with the firm of Stephen Payte DSA Inspections, Inc.

On a motion # 181 by Trustee Bloch, seconded by Trustee Swollen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A18.621 with Stephen Payte DSA Inspections, Inc. for inspection services on the Santa Susana Elementary School Bus Loop and Parking Improvements Project.

Ayes: Daniel Bloch Swollen LeBalle Noes: 6 Absent: White Abstained: 6

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.621

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **April 18, 2018**.

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

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of a Project Inspector required by DSA for the **Santa Susana Elementary School Bus Loop and Parking Improvements Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. The Inspector Firm designates the Project Inspector(s) identified in Exhibit 1 to this PAA for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in Exhibit 1 to this PAA is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is the **not to exceed amount of Twenty-Five Thousand Dollars (\$25,000.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) 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 **Sixty (60) calendar days** for the Contractor to complete Project construction ("Construction Time"). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of

EXHIBIT "A"

of the Construction Time.

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

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

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By: _____
Stephen K. Payte
Title: Vice President

EXHIBIT 1 TO

**PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A18.621 FOR PROJECT INSPECTOR SERVICES
PROJECT: Santa Susana Elementary School Bus Loop and Parking Improvements Project**

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

Business & Facilities, Consent #

Proposal for Inspection Services

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

March 28, 2018

Proposal for Inspection Services for Santa Susana Bus Loop and Parking Lot project
(A#03-118660):

(1) Inspector (Richard "Duncan" McKay) at a rate of \$74.00 per hour for the duration of
the project expected to start in June 2018.

Thank you,



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

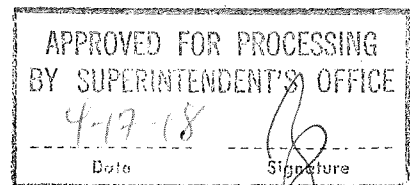


STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586
Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsainspections.com
www.DSAInspections.com

Facilities, Consent #



**TITLE: APPROVAL OF AGREEMENT NO. A18.625 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC. FOR DESIGN OF A NEW SIGN
FOR KNOLLS ELEMENTARY SCHOOL**

Business & Facilities
Consent #24

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District would like to have a new sign installed at Knolls Elementary School. Jordan, Gilbert & Bain Landscape Architects, Inc. can provide landscape architect services for the preparation of design documents needed for DSA approval and construction of the new sign.

Fiscal Analysis

The cost associated with Agreement No. A18.625 is a fixed fee of \$6,050.00. Said Agreement is attached as Exhibit "A". These landscape architectural services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.625 with Jordan, Gilbert & Bain Landscape Architects, Inc. for preparation of design documents needed for DSA approval and construction of the new sign.

On a motion # 181 by Trustee Bloch, seconded by Trustee Smollen and carried by a vote of 4/0/1, the Board of Education approved, by roll-call-vote, Agreement No. A18.625 with Jordan, Gilbert & Bain Landscape Architects, Inc.

Ayes: Daniels
Gwilt
Bloch
Johann Noes: 0 Absent: White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A18.625
 TO
 AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Jordan, Gilbert & Bain Landscape Architects, Inc. Landscape Architect ("Architect") as of April 18, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A17.423 for On-Going Landscape 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:

1. **Assigned Project Description.** The Assigned Project is described as follows: **Knolls Elementary School New Sign** per the attached Proposal (Attachment 1) from Architect dated April 6, 2018.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not identified 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
Staking Plan
Design Details
Structural Drawings
Specifications
DSA Submittal & Approval
Construction Phase Support Services & Closeout

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
Structural Engineer

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

EXHIBIT "A"

Basic Services Phases	Completion Date
Staking Plan	Friday, May 18, 2018
Design Details	Friday, June 01, 2018
Structural Drawings	Friday, June 15, 2018
Specifications	Friday, June 15, 2018
DSA Submittal & Approval	As required by project
Construction Phase Support Services & Project Closeout	As required by project

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a **lump sum fixed price of Six-Thousand Fifty Dollars (\$6,050.00)**. 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
Staking Plan	\$302	5%
Design Details	\$1,210	20%
Structural Drawings	\$850	14%
Specifications	\$484	8%
DSA Submittal & Approval	\$1,210	20%
Construction Phase Support Services & Closeout	<u>\$1,994</u>	<u>33%</u>
Total Contract Price:	\$6,050.00	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.

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
Jordan, Gilbert & Bain Landscape Architects

By: _____
 Paul Jordan

Title: President

REQUEST FOR LANDSCAPE ARCHITECTURAL SERVICES – APRIL 6, 2018

PROJECT: KNOLLS ELEMENTARY SCHOOL SIGN
6334 KATHRINE ROAD
SIMI VALLEY, CA 93065

LANDSCAPE ARCHITECT: JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVENUE
VENTURA, CALIFORNIA 93001

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN STREET
SIMI VALLEY, CA 93065

ATTENTION: PEDRO AVILA

I. SCOPE OF WORK**1. CONSTRUCTION DOCUMENT PHASE**

Prepare construction plans and obtain DSA approval for the new Knolls Elementary School Sign.

A. Staking Plan

Show layout of proposed foundation and sign. Plan view will show dimension and detail references. Coordinate work with the structural engineer.

B. Details

Prepare construction details for the sign. Coordinate details with the sign fabricator.

C. Structural Drawings

Coordinate work with the Structural Engineers for the preparation of structural details and calculations for new sign.

D. Specifications

Prepare specifications of the work in CSI format.

E. DSA Submittal

Prepare forms to register project with DSA and submit final construction documents to DSA for review. Make any corrections required for approval.

2. BIDDING PHASE

Assist The District in response to questions during the bidding phase. Prepare any necessary addendums and or clarification drawings that may be required.

3. **CONSTRUCTION PHASE**

Assist The District in response to the RFI during the construction phase.
Review shop drawings and product submittals as specified in the
construction documents.

4. **PROJECT CLOSEOUT**

Attend final job site work review with the District. Complete DSA
Close-Out forms.

II. FEES

This basic fee for the above services shall be as follows:

1. Structural Engineer's Fee	\$850.00
2. Landscape Architect's Fee	\$5,200.00

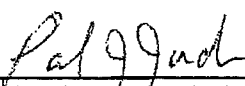
TOTAL \$6,050.00

III. REIMBURSABLE EXPENSES

Printing - Cost + 15% handling

IV. CONSUTANTS FOR THE PROJECT INCLUDES:

1. Lawrence Hauer Structural Engineer
2350 E. Main Street, #202
Ventura, CA 93003



Paul Jordan, Landscape Architect #1443
Jordan, Gilbert, & Bain, Landscape Architects, Inc.

April 6, 2018

Date

LAWRENCE R. HAUER
STRUCTURAL AND CIVIL ENGINEER

A CORPORATION

2350 E. MAIN STREET, #202
VENTURA, CALIF. 93001
TELEPHONE (805) 653-1743

April 6, 2018

Jordan, Gilbert, and Bain
Landscape Architecture
459 N. Ventura Ave.
Ventura, CA 93001

Attn: Paul Jordan

Re: Knolls Elem. School Sign
6334 Katherine Rd.
Simi Valley, Calif. 93063

PROPOSAL

The undersigned proposes to furnish structural analysis and design for the project referenced on an hourly basis of \$200.00 per hour for a licensed principal structural engineer for calendar year 2018 with a maximum fee for the three items listed below of \$850.00, (Eight Hundred and Fifty Dollars). Structural engineering services are anticipated to include:

1. Structural analysis and design for vertical and lateral loads based on the 2016 California Building Code, (CBC).
2. "Red-lined" architectural drawings with structural information, and finished specifications, for you to incorporate into your construction documents.
3. All consultation required to complete the design phase of the project.

Not included would be responses to any DSA plan check comments which would be billed separately at the hourly rate previously stated.

It is agreed that the structural engineering services do not include the review or site observation of the contractor's work or performance. It is further agreed that the Client will defend, indemnify and hold harmless the engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or failure of the contractor's work to conform to the design intent and the contract documents. The Engineer agrees to be responsible for his own or his employee's negligent acts, errors or omissions. Consultation, field observations, and review of any shop drawings as may be requested or required during construction are not included in the above engineering fee and, if needed, will be provided and billed separately on an hourly basis using hourly rates in effect at the time of services, (\$200.00 for a licensed principal structural engineer, portal to portal, for calendar year 2018-2019).

EXHIBIT "A"

The fee quoted is based on the preliminary sign elevation received in our office on 4/5/18. Changes or additions to the project which effect the scope of structural engineering services intended to be performed will be billed on an hourly basis unless such changes are minor in nature or can be included in the original engineering fee. Unforeseen conditions such unknown existing "as-built" conditions may also require additional engineering fees. The following assumptions have been made regarding this project:

Unless a soils report is provided, an assumed soil bearing value of 1,000 psf, (net), will be used in the design and the Client agrees to take all responsibility for existing soils incapable of carrying a 1,000 psf, (net), bearing load.

Statements for the professional services as outlined in this proposal are due upon presentation and are subject to a service charge of 1% per month after 30 days from the date of statement, (annual percentage rate of 12%). In the event either party retains an attorney to enforce any terms, covenant or condition of this agreement, the prevailing party in any action filed shall be entitled to cover reasonable attorney's fees and costs from the unsuccessful party.



Lawrence R. Hauer
President

Accepted: _____
Jordan, Gilbert, and Bain

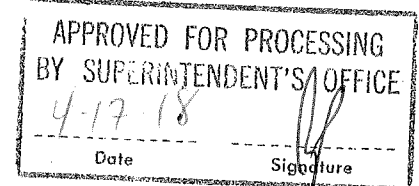
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**TITLE: APPROVAL OF CHANGE ORDER NO. 1, SANTA SUSANA HIGH SCHOOL
ENHANCED ENTRYWAY AT PAC, BID NO. 18K28BX285**

Business & Facilities
Consent # 26

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On December 12, 2017 the Board of Education authorized the award of Bid #18K28BX285 to Ardan Construction Company, Inc. in the amount of \$574,000.00 for renovating the entryway at the PAC.

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

Fiscal Analysis

Change Order No. 1 represents an increase to the original contract by \$16,992.58 or 2.96%. The revised contract amount including Change Order No. 1, will be \$590,992.58.

This project is funded by Measure X.

Recommendation:

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

On a motion # 181 by Trustee Boyle, seconded by Trustee Snell and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Change Order No.1, for the Santa Susana High School Enhanced Entryway at PAC, Bid No. 18K28BX285.

Ayes: Daniels, Boyle, Snell, DeBelle Noes: 0 Absent: White Abstain: 0

Santa Susana High School Enhanced Entryway at PAC
18K28BX285
Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP 1	R&R bad soils with new base at new curbs and gutters	\$ 4,655.20	Unforeseen Condition
COP 10	R&R failing concrete, multiple locations	\$ 12,596.00	District Requested
COP 13	Credit for Unused Allowance	\$ (258.62)	
TOTAL OF CHANGE ORDER NO. 1		\$ 16,992.58	

The original contract sum was:..... \$ 574,000.00

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

The contract sum prior to this change..... \$ 574,000.00

The contract sum will be increased by this Change Order by..... \$ 16,992.58 2.96%

The new contract sum including this Change Order will be..... \$ 590,992.58

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

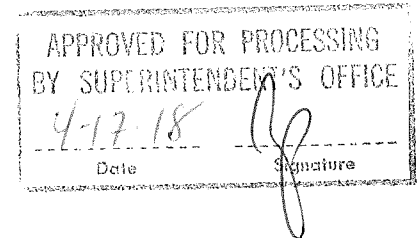
The date of completion as of the date of this Change Order therefore is..... 4/4/2018

**TITLE: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC) ANNUAL
REPORT FOR THE YEAR 2017**

Business & Facilities
Information #1

April 17, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

In accordance with the accountability requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions affecting Measure X Bond Funds. Their role is basically an audit function with the responsibility to report to the public on the District's expenditures and consistency with Measure X.

Bylaws were approved by the Board of Education on February 21, 2017 to govern the activities of the Committee. Section 3.3 of the Bylaws states that the Committee shall present to the Board an annual written report which shall include the following: (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1 (b) (3) of the California Constitution; and (b) A summary of the Committee's proceedings and activities for the preceding year.

At their regular meeting held on March 14, 2018, the CBOC approved the content of their 2017 Annual Report; a copy of this report is attached hereto as Exhibit "A".

Recommendation

This report is for information only. Jenniffer Jones will be in attendance at tonight's meeting to personally address the Board.

SIMI VALLEY UNIFIED SCHOOL DISTRICT
SIMI VALLEY CITIZENS BOND OVERSIGHT COMMITTEE
(CBOC)
2017 ANNUAL REPORT
November 8, 2016 to June 30, 2017

BACKGROUND

Measure X is a \$239 million bond measure approved by voters on November 8, 2016, authorizing funding for the design and construction of new buildings, modernization of existing school facilities, and modern technology within the Simi Valley Unified School District ("the District"). On June 14, 2017 the District brought to market, \$70 million of Series "A" general obligation bonds, the first series to be used under the Measure X authorization. The district has received the Series "A" funds, which are being utilized for implementation of Measure X projects.

As required by law, an independent Citizens' Bond Oversight Committee (CBOC) has been established to actively monitor all Measure X projects and expenditures, provide proper oversight, control and accountability to ensure that Measure X funds are used as they were intended and to report to the community at-large.

As prescribed by the CBOC bylaws, this report includes the following:

1. A summary of the Committee's proceedings and activities for the preceding fiscal year.
2. A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

CBOC ACTIVITIES

Meetings – The committee held its first meeting on March 13, 2017, and also held meetings on August 14, 2017 and November 8, 2017. Each meeting is open to the public to provide input regarding the overall bond program, budget, financing matters and construction schedules. The CBOC conducts its meetings at the Simi Valley Unified School District Educational Service Center.

Website – The District continues to assist in keeping the website operational to provide the general public with general information relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Facebook Page - The CBOC created a Facebook Page for general information only purposes to the community at large relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Performance Audits – The first performance audit of the Measure X program was finalized on January 17, 2018 with the assistance of the CBOC. This covered the fiscal year of July 1, 2016 thru June 30, 2017. The CBOC has reviewed the 2016-2017 performance audit which concluded the District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures and transfers were made on authorized bond projects.

Annual Report – This is the first Annual Report issued by the CBOC.

DISTRICT COMPLIANCE

The CBOC believes that the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, which provides that bond revenues are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and that no funds were used for any other purpose including teacher and administrator salaries and other school operating expenses.

MEMBERS – 2016/2017

Richard Grossman (Chair)
Kareem Jubran (Vice Chair)
Kathleen Hinkle (Secretary)
Jenniffer Jones (Publicity Chair)
Diane Bentz

Barry Fisher
Alisa Hensel
Shawn Herrera
Kimberley Knight
Bethany Lowry
Frank Sinsheimer
Steven Randall

ALTERNATE MEMBERS

Charles Munroe