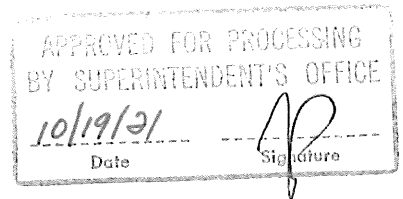


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BOARD APPROVED ITEMS
FOR THE
10.19.21 BOE MEETING**



TITLE: APPROVAL AND ADOPTION OF UPDATED ADMINISTRATIVE REGULATION 3311 – BIDS

Business & Facilities
Consent #4

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

After careful review, Administrative Regulation 3311 – Bids is being updated to reflect the most current bid protest filing deadlines from five working days to three business days.

Fiscal Analysis

No fiscal impact

Recommendation

It is recommended the Board of Education approve the adoption of updated Administrative Regulation 3311 – Bids.

On motion # 168 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved the adoption of Updated Administrative Regulation 3311 - Bids.

Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstain: 0
Bagdasaryan
Blough
Gubran

Regulation 3311: Bids

Status: DRAFT

Original Adopted Date: 05/17/1994 | Last Revised Date: 05/09/2017 | Last Reviewed Date: 10/19/2021

Advertised/Competitive Bids

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility
2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:
 - a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
 - b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
 - c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code, 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot

which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.

b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of

prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406
5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within three business days after receipt of notification of intent to award contract and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Limitation on Use of Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

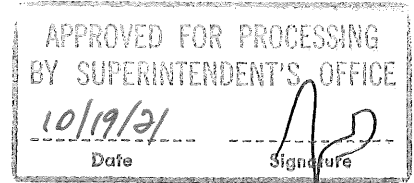
Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)



TITLE: APPROVAL OF CHANGE ORDER NO. 1, VALLEY VIEW MIDDLE SCHOOL SITE IMPROVEMENTS, BID NO. 21E6BX360

Business & Facilities
Consent # 7

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 9, 2021 the Board of Education authorized the award of Bid no. 21E6BX360 to Chalmers Construction Services, Inc. in the amount of \$170,000.00 for the Site Improvement at Valley View Middle School. During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No.1.

Fiscal Analysis

Change Order No. 1 represents a return of unused portion of the Project Allowance of \$(2,310.34) or -1.36%. The revised contract amount including Change Order No. 1 will be \$167,689.66.

Change Order No.1 will be funded by Measure X.

Recommendation

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

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Change Order No. 1 for Valley View Middle School Site Improvements, Bid No. 21E6BX360.

Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Yubran

Change Order No. 1

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
1	Return unused portion of Project Allowance.	\$ (2,310.34)	
TOTAL OF CHANGE ORDER NO. 1		\$ (2,310.34)	

The original contract sum was:..... \$ 170,000.00
 Change by previously authorized Change Order(s)..... \$ -
 The contract sum prior to this change..... \$ 170,000.00
 The contract sum will be increased by this Change Order by..... \$ (2,310.34) -1.36%
 The new contract sum including this Change Order will be..... \$ 167,689.66
 The contract days will be increased by..... -
 The date of completion as of the date of this Change Order therefore is..... 8/30/2021



SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

School Name: **Valley View MS**

Project Name: **Valley View MS - Site Improvements**

To: (Contractor) **Chalmers Construction Services, Inc.**

From: **LORI RUBENSTEIN**

P.O. _____

Date: **8/30/2021**

Change Order Number: **1**

Project Number: _____

Bid Number: **21E6BX360**

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	Cumulative Change Order Total to Date (not including this CO)	Amount of this CO	Revised Contract Amount	% of this CO	% Total Cumulative COs (including this CO)
\$ 170,000.00	\$ -	\$ (2,310.34)	\$ 167,689.66	-1.36%	-1.36%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

return of unused allowance

\$ (2,310.34)

Total \$ (2,310.34)

REASON FOR CHANGE:

Return balance of unused allowance per Authorization #01.

Initiator of Change: ☐ Contractor ☒ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows:

Allowance Authorization #01:

Change Order Item Code: _____

A/E Fee

☐ Yes

☒ No

Project Manager Initials: _____

The Contract Amount due to this Change Order will be

☐ Increased

☒ Decreased

☐ Unchanged

by \$ (2,310.34)

The Contract Time due to this Change Order will be

☐ Increased

☐ Decreased

☒ Unchanged

by 0 days

The revised Final Completion date is

unchanged

☐ Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

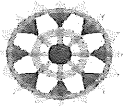
	Signature	Name (Print)	Date
Contractor: Chalmers Construction Services		Manuel Tahmassian	09/22/21
Architect: Mollenhauer		THOMAS TRAN	
Project Coordinator		ROBIN RICKMAN	
Construction Project Manager		JEFF KIPP	
Bond Program Manager		LORI RUBENSTEIN	
Associate Superintendent, Business & Facilities		RON TODO	

State of California - Division of the State Architect, Application Number: _____

File Number: _____

AUG 24 2021

Board Management Office



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT ALLOWANCE PROPOSAL AUTHORIZATION

School Name:

Valley View MS

Project Name:

Valley View MS - Site Improvements

To: Program Mgr

Lori Rubenstein

From: Contractor

Chalmers Construction Services Inc.

P.O. Number:

Initiation Date: 8/5/2021

Allowance Authorization No.: 1

Project Number:

Bid Number: 21E6BX360

Description of Item(s) to be charged to Contract Allowance is as follows:

COP#01 - New 42" high Barrier Rail at walkway	\$ 5,222.35
COP#2R - Add one step and extend handrail at stairs.	\$ 2,025.51
COP#3R - Remove excess mud, provide over excavation and recompact 800 sqft damaged by irrigation leak.	\$ 1,200.84
COP#4R - Install two sleeves for future irrigation project	\$ 1,212.62
COP#5R - Additional concrete walkway removal	\$ 3,028.34
Total	\$ 12,689.66

A. Original Contract Allowance	\$ 15,000.00
B. Net Allowance Disbursements previously authorized	\$ -
C. Charges to Contract Allowance as a result of this authorization	\$ 12,689.66
D. Current Contract Allowance Balance including this authorization	\$ 2,310.34

Chalmers Construction Services Contractor

SEE ATTACHED

Mollenhauer

Engineer

Project Coordinator

Construction Project Manager

Bond Program Manager

Associate Superintendent, Business & Facilities

Name (Printed)

Date

THOMAS TRAN

Name (Printed)

Date

ROBIN RICKMAN

Name (Printed)

Date

JEFF KIPP

Name (Printed)

Date

LORI RUBENSTEIN

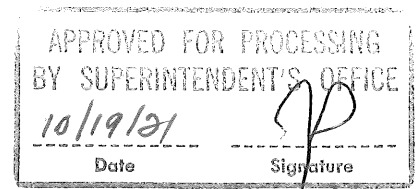
Name (Printed)

Date

RON TODO

Name (Printed)

Date



**TITLE: APPROVAL OF CHANGE ORDER NO.1, GARDEN GROVE
ELEMENTARY SCHOOL KINDERGARTEN AREA LANDSCAPE
IMPROVEMENTS, BID NO. 21E5BX361**

Business & Facilities
Consent # 8

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 4, 2021 the Board of Education authorized the award of Bid no. 21E5BX361 to Monet Construction in the amount of \$168,000.00 for the Kindergarten Area Landscape Improvements at Garden Grove Elementary School. During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No.1.

Fiscal Analysis

Change Order No. 1 represents a return of unused portion of the Project Allowance of \$(12,927.87) or -7.70%. The revised contract amount including Change Order No. 1 will be \$155,072.13.

Change Order No.1 will be funded by Measure X.

Recommendation

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

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Change Order No. 1 for Garden Grove ES Kindergarten Area Landscape Improvements, Bid No. 21E5BX361.

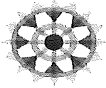
Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstained: 0
Dagdasaryan
Blough
Jubran

GARDEN GROVE ELEMENTARY SCHOOL KINDERGARTEN AREA LANDSCAPE IMPROVEMENTS, BID #21E5BX361
Change Order No. 1

EXHIBIT "A"

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
1	Return unused portion of Project Allowance.	\$ (12,927.87)	
TOTAL OF CHANGE ORDER NO. 1		\$ (12,927.87)	

The original contract sum was.....	\$	168,000.00
Change by previously authorized Change Order(s).....	\$	-
The contract sum prior to this change.....	\$	168,000.00
The contract sum will be increased by this Change Order by.....	\$	(12,927.87) -7.70%
The new contract sum including this Change Order will be.....	\$	155,072.13
The contract days will be increased by.....		-
The date of completion as of the date of this Change Order therefore is.....		8/30/2021



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

School Name: **Garden Grove Elementary School**
 Project Name: **Garden Grove ES Kindergarten Area Landscape Improvements**
 To: (Contractor) **Monet Construction, Inc.**
 From: **Lori Rubenstein**

P.O. _____
 Date: **8/30/2021**
 Change Order Number: **1**
 Project Number: _____
 Bid Number: **21E5BX361**

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	Cumulative Change Order Total to Date (not including this CO)	Amount of this CO	Revised Contract Amount	% of this CO	% Total Cumulative COs (including this CO)
\$ 168,000.00	\$ -	\$ (12,927.87)	\$ 155,072.13	-7.70%	-7.70%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

Return unused allowance	(12,927.87)
Total	(12,927.87)

REASON FOR CHANGE:

Return unused allowance

Initiator of Change: ☐ Contractor ☒ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows:

Allowance Authorization #01

Change Order Item Code: _____

A/E Fee

☐ Yes

☐ No

Project Manager Initials: _____

The Contract Amount due to this Change Order will be

☐ Increased

☐ Decreased

☒ Unchanged

by \$ (12,927.87)

The Contract Time due to this Change Order will be

☐ Increased

☐ Decreased

☒ Unchanged

by _____ days

The revised Final Completion date is

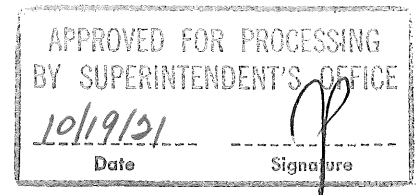
☐ Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

	Signature	Name (Print)	Date
Contractor: Monet Construction, Inc.			
Architect: Jordan, Gilbert & Bain		PAUL JORDAN	
Project Coordinator		ROBIN RICKMAN	
Construction Project Manager		JEFF KIPP	
Bond Program Manager		LORI RUBENSTEIN	
Associate Superintendent, Business & Facilities		RON TODO	

State of California - Division of the State Architect, Application Number: _____

File Number: _____



**TITLE: RATIFICATION OF PURCHASE OF CLASSROOM FURNITURE FOR
 SANTA SUSANA ELEMENTARY THROUGH MEASURE X FUNDING**

Business & Facilities
Consent #9

October 19, 2021
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

As the District continues to upgrade classrooms with new furniture, the Educational Services Department has identified 25 classrooms at Santa Susana Elementary School. With installation of the new furniture scheduled to begin over Winter Break (Dec 20 – Dec 31), along with extended lead times due to supply chain disruption, it was necessary to place orders with manufacturers prior to obtaining Board Approval.

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

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$174,762.88	US Communities R-TC-18004
KI/Bluespace	\$4,682.29	
Staples	\$3,749.99	
Hon/Bluespace	\$31,301.34	NIPA (TCPN) Contract #R191804
CDW-G	\$2,515.01	Irvine 19/20-01
Culver Newlin	\$32,695.43	Torrance USD 10-04.09.19
Seville Classics	\$1,544.37	
School Specialty	\$29,344.07	OMNIA Contract #R191815
School Outfitters	\$8,825.95	TIPS Contract #200805
Lakeshore Learning	\$47,484.19	PACE P00173
Total	\$336,905.52	
Allowance 7.5%	\$25,267.91	
Total w/ 7.5% Allowance	\$362,173.43	

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, the purchase of classroom furniture for Santa Susana Elementary School.

Ayes: Smollen Noes: 0 Absent: 0 Abstained: 0

LaBelle
Bagdasaryan
Blough
Jubran

**TITLE: RATIFICATION OF PURCHASE OF CLASSROOM FURNITURE FOR
 SANTA SUSANA ELEMENTARY THROUGH MEASURE X FUNDING**

Business & Facilities
Consent #9

October 19, 2021
Page 2 of 2

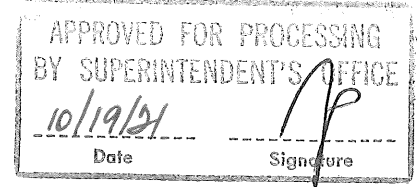
Fiscal Analysis

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

The Board of Education adopted Resolution No. 01-21/22, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2021-2022 Fiscal Year, at the June 15, 2021 Board Meeting.

Recommendation

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



**TITLE: APPROVAL OF CHANGE ORDER NO.1, GARDEN GROVE
ELEMENTARY SCHOOL ASPHALT PAVING & DRAINAGE, BID NO.
21E7BX359**

Business & Facilities
Consent # 11

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 25, 2021 the Board of Education authorized the award of Bid no. 21E7BX359 to Toro Enterprises, Inc. for \$1,056,000.00 for the Asphalt Paving & Drainage at Garden Grove Elementary School. During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No.1.

Fiscal Analysis

Change Order No. 1 represents a return of unused portion of the Project Allowance of \$(59,388.89) or -5.62%. The revised contract amount including Change Order No. 1 will be \$996,611.11.

Change Order No.1 will be funded by Measure X.

Recommendation

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

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Change Order No.1 for Garden Grove ES Asphalt Paving & Drainage, Bid No. 21E7BX359.

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

EXHIBIT "A"

The original contract sum was:.....	\$	1,056,000.00
Change by previously authorized Change Order(s).....	\$	-
The contract sum prior to this change.....	\$	1,056,000.00
The contract sum will be increased by this Change Order by.....	\$	(59,388.89) -5.62%
The new contract sum including this Change Order will be.....	\$	996,611.11
The contract days will be increased by.....		-
The date of completion as of the date of this Change Order therefore is.....		8/24/2021



SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

School Name: **Garden Grove Elementary School**

Project Name: **Garden Grove ES Asphalt Paving & Drainage**

To: (Contractor) **Toro Enterprises, Inc.**

From: **Lori Rubenstein**

P.O. _____

Date: **9/14/2021**

Change Order Number: **1**

Project Number: _____

Bid Number: **21E7BX359**

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	Cumulative Change Order Total to Date (not including this CO)	Amount of this CO	Revised Contract Amount	% of this CO	% Total Cumulative COs (including this CO)
\$ 1,056,000.00	\$ -	\$ (59,388.89)	\$ 996,611.11	-5.62%	-5.62%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

Return unused allowance	(59,388.89)
Total	\$ (59,388.89)

REASON FOR CHANGE:

Return unused allowance

Initiator of Change: ☐ Contractor ☒ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows:

Allowance Authorization #01

Change Order Item Code: _____

A/E Fee

☐ Yes

☐ No

Project Manager Initials: _____

The Contract Amount due to this Change Order will be ☐ Increased ☐ Decreased ☒ Unchanged by \$ (59,388.89)

The Contract Time due to this Change Order will be ☐ Increased ☐ Decreased ☒ Unchanged by _____ days

The revised Final Completion date is _____

☐ Milestones in the Contract have been changed as per the attached Schedule

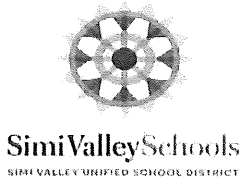
This Request appears valid and is recommended for approval.

	Signature	Name (Print)	Date
Contractor: Toro Enterprises Inc.		Sean Castillo	9/29/21
Engineer: Mollenhauer		THOMAS TRAN	
Project Coordinator		ROBIN RICKMAN	
Construction Project Manager		JEFF KIPP	
Bond Program Manager		LORI RUBENSTEIN	
Associate Superintendent, Business & Facilities		RON TODO	

State of California - Division of the State Architect, Application Number: _____

File Number: _____

SEP 13 2021



SIMI VALLEY UNIFIED SCHOOL DISTRICT ALLOWANCE PROPOSAL AUTHORIZATION

School Name:	Garden Grove ES	P.O. Number:	
Project Name:	Asphalt Paving & Drainage	Initiation Date:	8/4/2021
To: Program Mgr	Lori Rubenstein	Allowance Authorization No.:	1
From: Contractor	Toro Enterprises, Inc.	Project Number:	
		Bid Number:	21E7BX359

Description of Item(s) to be charged to Contract Allowance is as follows:

COP#01 Encasement of underground utilities at the westside of playground	\$ 16,790.79
COP#4 Provide thirty six (36) wheelstops	\$ 3,276.00
COP#5 Underground utilities extra work	\$ 1,859.02
COP#6 Reimbursement for the City encroachment fee	\$ 1,141.30
COP#7 Credit for not providing Seeding	\$ (1,620.00)
COP#8 Credit for Seal Coat	\$ (20,836.00)
Total	\$ 611.11

A. Original Contract Allowance	\$ 60,000.00 ✓
B. Net Allowance Disbursements previously authorized	\$ -
C. Charges to Contract Allowance as a result of this authorization	\$ 611.11 ✓
D. Current Contract Allowance Balance including this authorization	\$ 59,388.89 //

Toro Enterprises, Inc. Contractor
SEE ATTACHED

Mollenhauer Engineer
[Signature]

Project Coordinator

Jeff Kipp Construction Project Manager
[Signature]

Director of Facilities & Planning- Bond Program Manager

Associate Superintendent, Business & Facilities

Sean Castillo, President 8/30/21
Name (Printed) Date

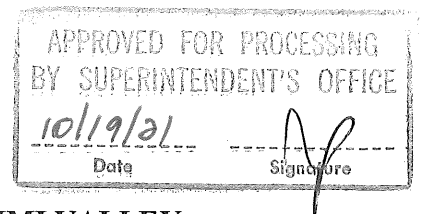
Thomas Tran, P.E.
Name (Printed) Date

ROBIN RICKMAN 9/6/21
Name (Printed) Date

JEFF KIPP 9/13/21
Name (Printed) Date

PEDRO AVILA LORI RUBENSTEIN 9.13.21
Name (Printed) Date

RON TODO 9-14-2021
Name (Printed) Date



**TITLE: RATIFICATION OF AGREEMENT NO. R22-01567 SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC. FOR THE IRRIGATION UPGRADE
AT SANTA SUSANA HIGH SCHOOL**

Business & Facilities
Consent #14

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017, the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. The firm of Jordan, Gilbert & Bain (JGB) Landscape Architects, Inc. is on the approved list, A17.424.

Re-routing of the existing irrigation is required to prepare for the area for the new Black Box Theater building at Santa Susana High School. JGB will prepare the documents for bid and close out for this work.

Fiscal Analysis

Agreement R22-01567 (Exhibit "A") is for a total estimated fee of 8,143.00 including a 4% reimbursable for landscape architectural services.

These services will be funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement R22-01567 for landscape architectural services, for the Irrigation Upgrade project at Santa Susana HS.

On a motion # 68, by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-01567 for landscape architectural services for Irrigation Upgrade project at Santa Susana HS.

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

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R22-1567**

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") on September 28, 2021.

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: **Santa Susana High School Irrigation Upgrade** per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated September 27, 2021.
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
Construction Documents
Bidding
Construction Administration
Project Close Out

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.
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
Construction Documents	Completed
Bidding	Tuesday, November 16, 2021
Construction Administration	Friday, February 25, 2022
Project Close Out	Thursday, March 31, 2022

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Seven Thousand, Eight Hundred, and Thirty Dollars (\$7,830.00) which does not

Santa Susana HS Irrigation Upgrade
Agreement No. R22-01567 Jordan Gilbert & Bain
September 28, 2021

include a 4% reimbursable allowance. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

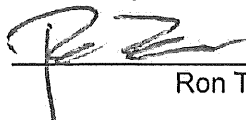
Basic Services Phases	Contract Price Allocation
Construction Documents 30%	\$2,349.00
Bidding 10%	\$783.00
Construction Administration 50%	\$3,915.00
Project Close Out 10%	\$783.00
Reimbursable Printing Allowance	<u>\$313.00</u>
Total Contract Price:	\$8,143.00

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.
8. **Agreement Terms.** All terms of the Ongoing Agreement A17.423 for Landscape Architect Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

District
Simi Valley Unified School District

By:


 Ron Todo

Title: Associate Superintendent, Business & Facilities

Architect
Jordan, Gilbert & Bain Landscape Architects

By:


 Paul Jordan

Title: President

Attachment 1
For Fee Only

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES – SEPT 27, 2021

PROJECT: SANTA SUSANA HIGH SCHOOL IRRIGATION IMPROVEMENT
3570 COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93063

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

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
101 WEST COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065

ATTENTION: LORI RUBENSTEIN, BOND PROGRAM MANAGER

A. PROJECT OVERVIEW

The following proposal shall provide construction administration services for the Santa Susana High School irrigation improvement project, as well as any revisions to the original design based on SVUSD approved site plan changes due to future building construction work scheduled for the campus.

B. SCOPE OF WORK

1. Revision to original Irrigation Design due to future campus improvements
2. Construction Administration Services – attend weekly construction meetings and respond to any RFI's from Contractor

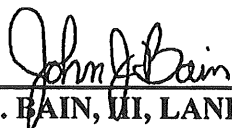
C. FEES

- | | |
|---|--------------------|
| 1. Revisions – 14.0 hrs @ \$145/hour..... | \$ 2,030.00 |
| 2. Construction Administration – 40.0 hours @ \$145/hr..... | \$ 5,800.00 |
| Total Fee | \$ 7,830.00 |

D. REIMBURSABLE EXPENSES

1. Reproduction of all documents shall be paid for at cost plus 15% for handling.

BY: _____

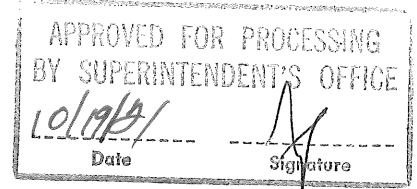


DATE _____

September 27, 2021

JOHN J. BAIN, III, LANDSCAPE ARCHITECT #3193

JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.



TITLE: APPROVAL OF AGREEMENT NOS. R22-01384 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ASPEN ENVIRONMENTAL GROUP FOR CEQA ENVIRONMENTAL CONSULTING SERVICES, FOR THE NEW BLACK BOX THEATER AT SANTA SUSANA HIGH SCHOOL

Business & Facilities
Consent #15

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

California Environmental Quality Act (CEQA) requires state and local government agencies to inform the public about various types of projects. On January 17, 2017 the Board of Education approved a list of seven CEQA environmental consulting firms for provision of services for the Measure X bond program. The firm of Aspen Environmental Group is on the approved list and can provide the required services.

This authorization is for CEQA services necessary for the proposed new Black Box Theater project at Santa Susana High School.

Fiscal Analysis

The estimated costs associated with these CEQA environmental consulting services are shown below;

Agreement No. R22-01384 Santa Susana HS Black Box Theater project (Exhibit A): \$6,210.00

The actual costs will be based on services performed.

These services will be funded by Measure X.

Recommendation

This item is presented for Board of Education approval.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R22-01384 between Simi Valley Unified School District and Aspen Environmental Group for CEQA Environmental Consulting Services.

Ayes: Smollen
LaBalle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Subram

Exhibit A

**AGREEMENT NO. R22-01384
FOR
CEQA CONSULTANT SERVICES**

AGREEMENT made as of the October 20, 2021

between the District:

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

and the Consultant:

Aspen Environmental Group
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301

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 CEQA Environmental Compliance Consultant Services, for the **new black box theater at Santa Susana High School, as further described in the attached Proposal** from Consultant, dated September 13, 2021. (Exhibit A) The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services, including submitting the documents to the County for Recording.
- 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>
Draft CEQA Exemption Memorandum	10/30/21	11/19/21
District Review of Draft CEQA Exemption Memo	11/19/21	11/23/21
Final CEQA Exemption Memorandum	11/23/21	12/03/21
Notice of Exemption Form submitted to be Recorded	12/07/21	12/07/21

2 **CONTRACT PRICE.**

Contract Price for Consultant Services. The Contract Price for Consultant Services is an estimated fee of Six Thousand, Two Hundred and Ten Dollars (\$6,210.00.00) .

- 2.1 **Reimbursable Expenses.** Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.
- 2.2 **Additional Services.** The services described in this Paragraph 2.3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District's sole discretion: (a) the amount of time expended by personnel of the Consultant or its Subconsultants in providing authorized

Additional Services, at the hourly rate set forth in this Agreement; or, (b) an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.

- 2.3 **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.

3 CONSULTANT BILLINGS

- 3.1 **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.
- 3.2 **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.
- 3.3 **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.
- 3.4 **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.
- 3.5 **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.

4 **INSURANCE; INDEMNITY**

4.1 **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.

4.2 **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
Aggregate	\$2,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

4.3 **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.

4.4 **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.

4.5 **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, Professional Liability, and Automobile Liability. 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.

- 4.6 **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.

4.6.1 *Other requirements pertaining to insurance.*

DESCRIPTION OF OPERATIONS **must include the following wording:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers are hereby named as additional insured per endorsement attached."

CERTIFICATE HOLDER **must read as follows:**

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

CERTIFICATE MUST BE SIGNED

- 4.6.2 **Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."

- 4.6.3 INSURANCE CARRIER must have a current A.M. Best rating of no less than (financial strength /:financial size) A-:VII if Admitted in the state of CA., or A:VIII if Non-Admitted.

4.7 **Indemnity.**

- 4.7.1 *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.

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.

5 **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

6 **TERMINATION; SUSPENSION**

6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

6.2 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services 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.

6.3 **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.

6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 **MISCELLANEOUS**

- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 **Time.** 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.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. 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.
- 7.4 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 7.5 **Records.** Records, documents and other materials generated, 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.
- 7.6 **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.
- 7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:
 Simi Valley Unified School District
 101 West Cochran Street
 Simi Valley, CA 93065
 Attn.: Pedro Avila, Director of Facilities & Planning
- and to the Consultant:
 Aspen Environmental Group
 Attn.: Sandra Alacon-Lopez
 5020 Chesebro Road, Suite 200
 Agoura Hills, CA 91301
- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **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.

7.10 Disputes.

7.10.1 *Consultant Continuation of Services.* Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

7.10.2 *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.

7.10.3 *Government Code Claims.* Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

7.11 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.

- 7.12 **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.
- 7.13 **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.
- 7.14 **Consultant Contact Information.**
 Consultant Contact Name: Stanley Yeh
 Business Phone: 818-338-6764
 E-mail: syeh@aspeneq.com
 Federal Tax ID Number: 95-4337914
**Consultant must provide a W-9*
 Are you or any of your employees current or former employee of the District?
☐ Yes ☒ No
 If yes, state the date you last worked? _____
 Are you related to any employee (s) of the District? ☐ Yes ☒ No
 If yes, please identify the individuals (s): _____
- 7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.
- 7.16 **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.
- 7.17 **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

ASPEN ENVIRONMENTAL GROUP

By:  _____
 Hamid Rastegar
 President

ATTACHMENT A

I, Hamid Rastegar, am the President of
 (Print Name) (Title)

Aspen Environmental Group. 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 B 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 B 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.

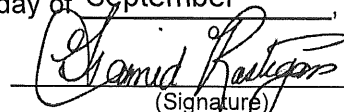
3. The Consultant shall provide additional Fingerprint Certificate for each and every person who is not identified on Attachment B prior to permitting such person(s) access to the Site or to perform any Work at the Site.

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 A & B 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 & B 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 Agoura Hills, CA this 17th day of September, 2021.
 (City and State)


 (Signature)

Hamid Rastegar

(Handwritten or Typed Name)



5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301
(818) 597-3407
www.aspeneg.com

September 13, 2021

Lori Rubenstein

SVUSD Bond Program Manager
101 West Cochran Street
Simi Valley, CA 93065

Subject: Scope of work and Estimated Cost for Preparation of Categorical Exemption for the Santa Susana High School – Black Box Theater

Ms. Rubenstein,

Thank you for giving us the opportunity to provide a scope of work and estimated cost for preparation of a Categorical Exemption for the addition of a Black Box Theater on the campus of the Santa Susana High School.

Mr. Stanley Yeh, Aspen Project Manager, will prepare and complete this scope of work with support by technical experts. Mr. Yeh has worked on CEQA documentation for public works projects located in Los Angeles County, San Bernardino County, and Ventura County. He is currently preparing Categorical Exemptions for improvements to the sports fields for Royal High School and Simi Valley High School, as well as a Mitigated Negative Declaration for the addition of classroom buildings to Royal High School.

Scope of Work

■ **Task 1: Project Description and Information Exchange.** Based on the site visit and other project information provided by the Simi Valley Unified School District (SVUSD), Aspen will prepare a brief draft project description for SVUSD review. We will work closely with the SVUSD to make sure we present a concise description of the project for purposes of the exemption. This task will include the preparation of a preliminary project description and then revision based on SVUSD comments. It will also include review of background information, applicable local agency guidance and planning documents, and review of CEQA exemption criteria to determine the applicable class of exemption. It is assumed that all information exchange and review drafts of the project description will be submitted in electronic format only.

■ **Task 2: CEQA Exemption Memorandum.** Aspen will prepare a draft write-up to justify the CEQA Exemption for the proposed project based on the most appropriate class of exemption under CEQA Guidelines (e.g., Section 15314 Minor Additions to Schools). The memorandum is intended to provide justification for the exemption to place in the SVUSD's administrative files and will not be filed officially with the State Clearinghouse and/or County Clerk. The memo will be submitted to the SVUSD in electronic format only. The major elements of the memorandum will include:

Project Description: Brief description of the Proposed Project, project objectives, and relevant SVUSD-identified best management practices or standard operating procedures used during construction.

Legal Authority: Description and justification for the applicable exemption class.

Conclusions: This discussion presents the conclusion of why the project is exempt and will not impact the environment. Therefore, this discussion will include a brief discussion of why the project will not impact key environmental resources.

Lori Rubenstein
SVUSD Bond Program Manager

- **Task 3: Notice of Exemption Form.** Aspen will prepare and provide to SVUSD the CEQA Notice of Exemption (NOE) form that can be filed with the State Clearinghouse and/or the County Clerk (recommended). The NOE filing is recommended to ensure that the legal statute of limitations is at the reduced 30 days. Without an NOE filing, the statute of limitations for legal challenges is up to 180 days. It is assumed that the NOE would be provided to the SVUSD in electronic format only.

Cost Estimate

The following table presents the estimated costs for preparation of a Categorical Exemption for the Santa Susana High School. The costs are based on the scope of services presented in this proposal.

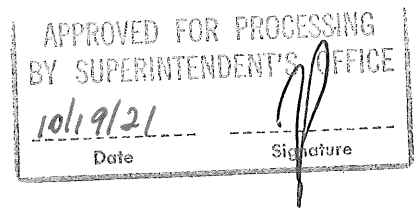
Task 1: Project Description and Information Exchange	\$1,450
Task 2: CEQA Exemption Memorandum	\$3,890
Task 3: Notice of Exemption Form	\$870
Total Cost	\$6,210

We are prepared to begin work for SVUSD upon receipt of a Notice to Proceed or specific task order approval. If you have any questions, please do not hesitate to contact me at: (818) 338-6764 or via email at: syeh@aspeneg.com.

Sincerely,



Stanley Yeh
Contract Manager



TITLE: APPROVAL OF AGREEMENT NO. R22-01615 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ARCHITECTURE FOR EDUCATION, INC. FOR THE ARCHITECTURAL SERVICES AT THE MPR PLAZA COURTYARD AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #16

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Architect is authorized to provide extra services for preparation of plans for the electrical and civil plans for the Plaza Courtyard at the MPR Building at Royal High School. The services shall also include: preparation of cost estimates, preparation of architectural, electrical, and coordination with the Landscape Architect, specifications, construction administration, and closeout services necessary to obtain DSA final certification of the project, per the Royal MPR Renovation project.

Fiscal Analysis

The total cost for Agreement No. R22-01615 (Exhibit "A") is a not-to-exceed fee of **Thirteen Thousand, Two Hundred Dollars (\$13,200.00):**

\$3,700.00 Civil Engineering
\$7,500.00 Electrical Engineering
\$2,000.00 Architectural
\$13,200.00 Total N.T.E

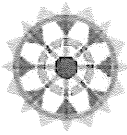
These services will be funded with Measure X Funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. R22-01615 with Architecture for Education, Inc. provide extra services for preparation of plans for the electrical and civil plans for the Plaza Courtyard at the MPR Building at Royal High School.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by roll-call vote, approved Agreement No. R22-01615 with Architecture for Education, Inc.

Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstain: 0
Bagdasaryan
Blough
Jubran



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT NO. R22-01615

BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ARCHITECTURE FOR EDUCATION, INC.

This Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **ARCHITECTURE FOR EDUCATION, INC.** ("Architect").

Architect is authorized to provide extra services for preparation of plans for the electrical and civil plans for the Plaza Courtyard at the MPR Building at Royal High School, per the attached Proposal from Architect dated September 20, 2021, Exhibit A. The services shall also include: preparation of cost estimates, preparation of architectural, electrical, coordination with the Landscape Architect, specifications, construction administration, and closeout services necessary to obtain DSA final certification of the project, per the Royal MPR Renovation project.

Compensation:

Architect's not-to-exceed fee for these services is **Thirteen Thousand, Two Hundred Dollars (\$13,200.00):**

\$3,700.00 Civil Engineering
\$7,500.00 Electrical Engineering
\$2,000.00 Architectural
\$13,200.00 Total N.T.E

The terms and conditions of Agreement A18.063 dated June 27, 2017 apply to these additional services.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Ron Todo

Dated: _____

Title: Associate Superintendent Business & Facilities

ARCHITECTURE FOR EDUCATION, INC.

By: _____
Rachel Adams

Dated: 10/5/21

Title: Managing Principal



RACHEL ADAMS, AIA, LEED AP
OLIVIA GRAF DOYLE

September 20, 2021

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

RE: Royal HS Courtyard Redesign and Rebid

Dear Pedro:

Per our discussion we understand that SVUSD is looking to re-bid the RHS MPR Plaza work alongside adjacent campus improvements. The Landscape Architect, contracted separately by SVUSD, completed a re-design effort for the RHS MPR Plaza and surrounding campus. The MPR Plaza re-design needs to be incorporated into 03-118787 DSA approved package. Construction of the MPR Plaza needs to be complete for project certification. A4E reached out to PSOMAS and IMEG to confirm engineering scope and pricing, and propose the following:

Scope of Services

- 1) RHS MPR Plaza Landscape Redesign completed by Jordan, Gilbert, & Bain; contracted directly to SVUSD. Work includes adjustments to planters, inclusion of site lighting, and storm drainage.
 - a. The attached layout provided by Jordan, Gilbert & Bain has already been approved by SVUSD. No additional design effort anticipated by A4E.
 - b. Lighting is already specified by Jordan, Gilbert, & Bain to match campus standards. No additional design anticipated by A4E.
 - c. A4E design coordination anticipated on the paving and dedication paver colors to match MPR project and the upcoming campus painting project.
- 2) A4E to coordinate civil, electrical modifications to the 03-118787 drawings to accommodate the landscape re-design. Site visit to review existing conditions and confirm new layout.
- 3) Civil to re-design the grading and stormwater drainage of the MPR Plaza, matching the revisions developed by Jordan, Gilbert, & Bain.
- 4) Electrical to provide electrical design on nine new light poles within the MPR Plaza, connecting to existing MPR power and lighting controls system.
- 5) A4E to assist with the bidding and construction administration of the MPR Plaza. Phased sitewide construction admin will be completed by Jordan, Gilbert, & Bain under separate contract.
- 6) A4E to finalize certification of the current project with completion of the Plaza Redesign.

Exclusions

- 7) Per SVUSD direction, no revisions to architectural plans are to be completed.
- 8) Per discussion with Project Inspector and SVUSD direction, the revisions will not require submittal to DSA.
- 9) Per SVUSD direction, construction administration services will align to the May 2nd, 2022 completion date of the MPR.

Schedule**10) Redesign Package – September 20 - October 31, 2021**

- a. Based on our discussion with Jordan, Gilbert & Bain, we understand they anticipate completing their package within 1 month.
- b. The A4E team can align to this schedule, coordinating between team members as necessary.

11) Bidding & Negotiations – Nov 1st – Dec 31st, 2022**12) Construction Administration – Jan 1st – May 2nd, 2022**

- c. A4E can provide weekly site visits to align with the RHS MPR building construction meetings through May 2nd

13) Closeout and Certification

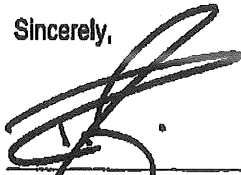
- d. Courtyard completion is required for the 03-118787 project to be certified.

Fee Proposal

A4E proposes a Civil Engineering NTE of \$3,700 (Three Thousand Seven Hundred Dollars) and an Electrical Engineering NTE of \$7,500 (Seven Thousand Dollars) and Architectural Coordination NTE of \$2,000 (Two Thousand Dollars). We understand all Landscape fees to be excluded from this add service as they are contracting directly with SVUSD.

If our proposed services, schedule, and fee meet your needs please sign below and we will begin work immediately.

Sincerely,



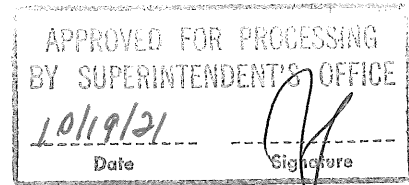
Rachel Adams
Principal/Partner
Architecture for Education Inc



Olivia Graf Doyle
Principal/Partner
Architecture for Education Inc

Pedro Avila
Director of Facilities & Planning
Simi Valley Unified School District

Date



TITLE: APPROVAL OF AGREEMENT NO R22-01666 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND TBP ARCHITECTURE FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SCIENCE CLASSROOM BUILDING AND NEW SCIENCE QUAD, AT THE SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #17

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Per the Master Plan, Simi Valley High School is to receive a new science classroom building. A long-term plan is needed to optimize the layout of the campus and the siting of replacement modular buildings. The firm of tBP Architecture, Inc. will provide the architecture and engineering for these projects.

Fiscal Analysis

The cost associated with Agreement No. R22-01666 is a fixed fee of \$708,750.00, based on the OPSC scale of \$12,000,000.00 of construction costs. Said Agreement is attached as Exhibit "A". These services will be funded with Measure X Funds.

Recommendation

It is recommended that the Board of Education approve Agreement R22-01666 for provision of a study to remove and replace seven modular buildings.

On a motion # 68 by Trustee Blough, seconded by Trustee Smolton and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-01666 with tBP Architecture, Inc. for the Architectural and Engineering services for the New Science Classroom Building at Simi Valley HS.

Ayes: Smolton
LaBelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Jubran

Exhibit A

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R22-01666**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and tBP Architecture ("Architect") on October 20, 2021.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement A17.428 ("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: Architectural and Engineering services for the new science classroom building and relocate seven (7) portables to create a "science classroom quad" at Simi Valley High School. These two projects will require different DSA applications and bid packages.

2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not applicable to these fixed-fee Design Services.

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

Phase	Basic Services
1	Design Development
2	Construction Documents
3	DSA and Agency Approvals
4	Bidding
5	Construction Administration
6	Provide project / DSA closeout services including punch list development, project completion verification and warranties

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

Design Disciplines; Design Consultants
Civil, Structural, Mechanical, Electrical, Plumbing Engineering and Landscape

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

Basic Services - Schedule	Completion Date
Design Development	Friday, January 14, 2022
Construction Documents	Friday, April 29, 2022
Agency Approval	Friday, August 31, 2022
Construction	April 2024

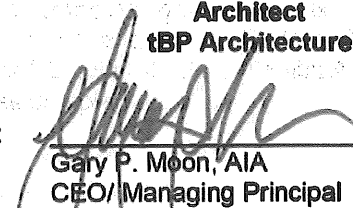
6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed fee of **Seven Hundred and Eight Thousand, Seven Hundred and Fifty Dollars (\$708,750.00)** as described on the attached Proposal from Architect dated October 4, 2021 (Exhibit A- For Fee Only). Billings shall be based on percentage of Basic Services completed.
7. **Agreement Terms.** All terms of Agreement A17.428 for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

District
Simi Valley Unified School District

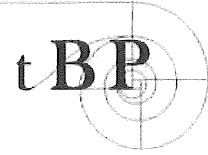
By: _____
Ron Todo
Associate Superintendent,
Business & Facilities

Architect
tBP Architecture

By: 

Gary P. Moon, AIA
CEO/Managing Principal

Exhibit A



Architecture
Planning
Interiors

October 4, 2021

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

ATTN: Mr. Pedro Avila, Director of Facilities & Planning

Re: Professional Design Services
New Science Building - Simi Valley High School

Dear Pedro,

tBP/Architecture has prepared this proposal for architectural services to prepare Design Development and Construction Documents for a new Science Building at Simi Valley High School. Based on our understanding, the project consists of a 7,430 square feet one-story new science building to be located at the undeveloped area east of the existing science building and north of the existing industrial arts building.

The architectural style will be modern to enhance the campus environment and provide outdoor spaces for collaborative learning and interaction.

Scope of Services:

1. Design Development Phase.
2. Construction Documents Phase.
3. Prepare documents for submission to the Division of the State Architect (DSA).
4. Submit project to the local fire authority (LFA).
5. Construction Administration Phase.
6. Project Closeout and DSA Certification
7. Civil Engineering Services
8. Structural Engineering Services
9. Mechanical, Electrical and Plumbing Services.

Compensation:

Our fee is based on the OPSC sliding scale using a construction budget of \$12 Million.

We propose a fee of \$708,750.00.

Please contact me if you wish to discuss this proposal or if you require additional information. Upon acceptance of our proposal, tBP will authorize our team to immediately commence the project.

Thank you for your support of tBP/Architecture and for the opportunity to continue to provide professional services to the Simi Valley Unified School District.

Sincerely,

Willis R. Fisher, Architect | LEED AP
tBP/Architecture, Inc.

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

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

and the Architect:

tBP/Architecture
4611 Teller Avenue
Newport Beach, CA 92660

Gary Moon, CEO CA License #C25409

For tBP Project No.: 21066.10

Location: Simi Valley High School

Scope of Work: As outlined in the proposal letter dated October 4, 2021

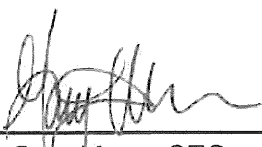
Fee: Fixed fee of \$708,750.00

Additional Services: Additional or expanded services will be performed as mutually agreed.

Client:
Simi Valley Unified School District

Architect:
tBP/Architecture, Inc.

By: _____
Authorized Representative

By:  _____
Gary Moon, CEO

Date: _____

Date: October 4, 2021

PROBABLE CONSTRUCTION COST ESTIMATE
 Science Building
 Simi Valley High School

10/4/2021

SITE OPTION B - NEW SCIENCE BUILDING

NO. ITEM

1 EXISTING CONDITIONS

a. Site Excavation / Preparation	15,200 s.f. @	\$7.00	\$106,400.00
b. Cap existing electrical utilities	1 l.s. @	\$5,000.00	\$5,000.00
c. Cap existing plumbing utilities	1 l.s. @	\$5,000.00	\$5,000.00
d. Cap existing gas utilities	1 l.s. @	\$5,000.00	\$5,000.00
e. Cap stormwater utilities	1 l.s. @	\$5,000.00	\$5,000.00
f.			
g.			
h.			
i.			

Sub-Total Existing Conditions: \$126,400.00

2 SITE WORK

a. Site Development	15,200 s.f. @	\$35.00	\$532,000.00
b. stormwater	1 l.s. @	\$25,000.00	\$25,000.00
c. plumbing	1 l.s. @	\$40,000.00	\$40,000.00
d. gas	1 l.s. @	\$20,000.00	\$20,000.00
e. electrical	1 l.s. @	\$80,000.00	\$80,000.00
f. 240 linear Feet retaining walls	90 c.y. @	\$2,000.00	\$180,000.00
g. guardrails at retaining walls	240 l.f. @	\$200.00	\$48,000.00

Sub-Total Site Work: \$825,000.00

3 NEW SCIENCE BUILDING

a. New Science Building	7,430 s.f. @	\$900.00	\$6,687,000.00
b. Outdoor Courtyard	960 s.f. @	\$450.00	\$432,000.00
c. Learning spaces	1,000 s.f. @	\$25.00	\$25,000.00
d. Site furnishings	1 l.s. @	\$50,000.00	\$50,000.00

Sub-Total New Science Building: \$7,194,000.00

Sub-Total: Cost / S.F. \$1,109.74 \$8,245,400.00

1. Design Contingency	@	15.0%	\$1,236,810.00
Sub-Total			\$9,482,210.00

Construction Management

1. Bonds & Insurance	@	2.0%	\$189,644.20
2. General Conditions	@	7.0%	\$663,754.70
3. Contractor's Fee	@	4.0%	\$379,288.40
Sub-Total			\$1,232,687.30

Sub-Total: \$10,714,897.30

Escalation

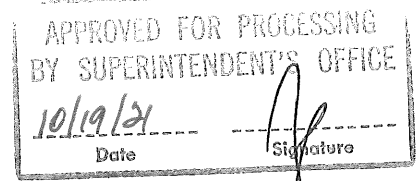
1. Escalation to MPOC	@	12.0%	\$1,285,787.68
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TOTAL ESTIMATED CONSTRUCTION COST: \$12,000,684.98

PROPOSED FEE SCHEDULE (BASED ON \$12 MILLION):

9% OF THE FIRST \$500,000.00	\$45,000.00
8.5% OF THE NEXT \$500,000.00	\$42,500.00
8% OF THE NEXT \$1,000,000	\$80,000.00
7% OF THE NEXT \$4,000,000	\$280,000.00
6% OF THE NEXT \$4,000,000	\$240,000.00
5% IN EXCESS OF \$10,000,000	\$100,000.00
TOTAL FEE:	\$787,500.00

10% SCHEMATIC DESIGN (Not included in total fee below.)	78,750.00
10%	78,750.00
35% CD	275,625.00
5% BID	39,375.00
30% CA	236,250.00
10% CLOSEOUT	78,750.00
TOTAL FEE LESS SCHEMATIC DESIGN:	708,750.00



TITLE: APPROVAL OF AGREEMENT NO. R22-01746 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MOLLENHAUER GROUP CIVIL, INC. FOR AERIAL TOPOGRAPHIC SURVEYING AND RADAR UTILITY SURVEY AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #19

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education ratified Ongoing Services Agreement A17.322 for ongoing civil engineering services with the firm of Mollenhauer Group Civil, Inc. Topographic surveying and utility locating are needed for the Sports Field and Quad projects at Simi Valley High School.

Fiscal Analysis

The estimated cost for Agreement No. R22-01746 (Exhibit "A") is a not-to-exceed fee of \$44,538.00. The actual cost will be based on the surveying and utility services performed.

These services will be funded by Measure X.

Recommendation

This item is presented for Board of Education approval.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of _____, the Board of Education ratified, by roll-call-vote, Agreement No. R22-01746 with Mollenhauer Group, Civil, Inc.

Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Yubran

Exhibit A

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R22-01746**

AERIAL TOPOGRAPHIC SURVEY OF SIMI VALLEY HIGH SCHOOL

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on October 20, 2021.

Whereas, the District entered into a written Agreement entitled Agreement A17.322 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

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

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

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

Topographic Survey and Ground Penetrating Radar Utility Survey of the entire Simi Valley High School campus, including but not limited to all quad areas, sports fields, turf areas, asphalt areas, parking lots and as further described in the attached Proposal from Engineer dated October 5, 2021 (Attachment 1).

2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not applicable.

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

Basic Services Phases
Topo Survey
Field Survey of Spot Elevations, including finish floor elevations
Storm Drain Invert & Other Critical Elevations
Locate and Mark-Out all underground utility lines, buried features and substructures
Completed Survives in AutoCad and pdf Formats

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

Design Disciplines; Design Consultants
Civil
Aerial
Utility Electro-Magnetic & Ground Penetrating Radar locator
Other: _____

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

Basic Services Phases	Completion Date
Topo Surveying	11/19/21
Site Surveying	12/3/21
Delivery of completed survey	12/17/21

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a lump sum fixed price of **Forty- Four-Thousand Five Hundred Thirty Eight Dollars (\$44,538.00.00)**. The Contract Price for the Assigned Project is payable upon District receipt of the completed survey.
7. **Design Consultants.** Design Consultants to the Engineer for the design disciplines required for the Assigned Project are as set forth in the Engineer's RFQ Response, except: _____.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.
9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel and any sub-consultants are duly certified, licensed, approved and otherwise qualified to complete obligations under the On-going Engineering Services Agreement.

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

District
Simi Valley Unified School District

By: _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By: _____
Thomas Tran

Title: Senior Vice-President, Civil Engineering



October 8, 2021

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

Attention: Mr. Jim McGregor
Bond Project Coordinator

Re: Simi Valley Unified School District (SVUSD)
Simi Valley High School-Survey and Utility Detection
MG Proposal # P21.130.040

Dear Mr. McGregor:

In response to your request for proposal on August 26, 2021, and our subsequent site walk on September 21, 2021, we are pleased to submit our proposal for topographic surveying and Ground Penetrating Radar (GPR) utility detection services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff for the topographic surveying and Ground Penetrating Radar (GPR) utility detection services limits of work as shown on the attached Exhibit SV-1 and SV-2 respectively:

SCOPE OF SERVICES

Topographic Surveying Services:

Prepare a design survey for the highlighted areas as shown on the Exhibit SV-1, which will include those items of work noted as follows:

- All features of the site will be shown and noted.
- Spot elevations and contours will be shown as required to fully describe the yellow highlighted areas of the site as shown on Exhibit SV-1.
- The survey shall include the finish floor elevations immediately inside all doors within the limits of the design survey.
- All elevations will be based upon current City of Simi Valley bench marks. Two bench marks will be shown on the survey. Assumed bench marks will not be used.
- Invert elevations of all accessible sanitary sewer and storm drain manholes and storm drain catch basins located onsite will be field measured. Record elevations will not be used.

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

Mr. Jim McGregor
 Simi Valley Unified School District (SVUSD)
 Simi Valley High School-Survey and Utility Detection
 October 8, 2021
 Page 2 of 4

- All existing utilities of record provided by the District will be shown.
- The survey will be drawn to a scale acceptable to the architect.

Utility Detections Services:

Perform the utility detection for the highlighted areas as shown on the Exhibit SV-2, that will include those items of work noted as follows:

- Utility Investigation using Electro- Magnetic & Ground Penetrating Radar locating equipment to locate & mark-out all conductive & non-conductive underground utilities including: water lines, natural gas lines, electrical lines, tele-communication lines, sewer lines, and storm drain pipes for areas noted for field survey as shown on attached Exhibit SV-2.

Potholing and CCTV services shall be as required based on review of the existing field conditions, therefore it is not included within our proposal. Should potholing or CCTV services be required, we will notify the District of the additional services in writing for approval prior to commencing with the work.

- All confirmed utilities, buried features, and substructure will be delineated using APWA color coded marking paint, flags and whisksers.
- All photos of located utilities onsite will be saved and sent to Mollenhauer Group.
- Field survey to locate Utility Investigation markings.
- The Utility Detection drawings will be drawn to a scale acceptable to the Engineer.

DESIGN FEE

Fee for our services will be billed monthly as the work progresses based upon the surveying and utility detection services performed as follows:

Topographic Survey Services:	\$ 27,288.00
Utility Detections Services:	<u>\$ 17,250.00</u>
Total Fees Requested:	\$ 44,538.00

We have attached the hourly rates for your use in evaluating our proposal.

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

Mr. Jim McGregor
Simi Valley Unified School District (SVUSD)
Simi Valley High School-Survey and Utility Detection
October 8, 2021
Page 3 of 4

INSURANCE

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

OPTIONAL SERVICES

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

ASSUMPTIONS

In developing our proposal we have made the following assumptions:

- In the event that we could not located an exterior access into the existing sanitary sewer or storm drain system within the limits of proposed improvements, we shall notify the District for additional services to provide a license plumber to assist with cleanout access from the interior of the building.
- Utility detection services do not include the location of existing irrigation lines and control valves.
- We do not locate abandoned pipes/conduits. We do not locate fiber optic lines or non-ferrous lines without a metallic tracer wire.
- Ground Penetrating Radar (GPR) over natural grade, slopes and embankment may not yield the same detection accuracy results as GPR over pavement and hardscape areas. Scanning surfaces need to be relatively flat with no water present.
- GPR data will not provide conduits/pipes sizes, only approximate location and depth.

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

Mr. Jim McGregor
Simi Valley Unified School District (SVUSD)
Simi Valley High School-Survey and Utility Detection
October 8, 2021
Page 4 of 4

CLOSURE

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

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

Very truly yours,

MOLLENHAUER GROUP CIVIL, INC.



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

Authorization to Proceed:

By: _____

Title: _____

Date: _____

Enclosures:
Hourly Rates
Exhibit SV-1, SV-2

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

MOLLENHAUER

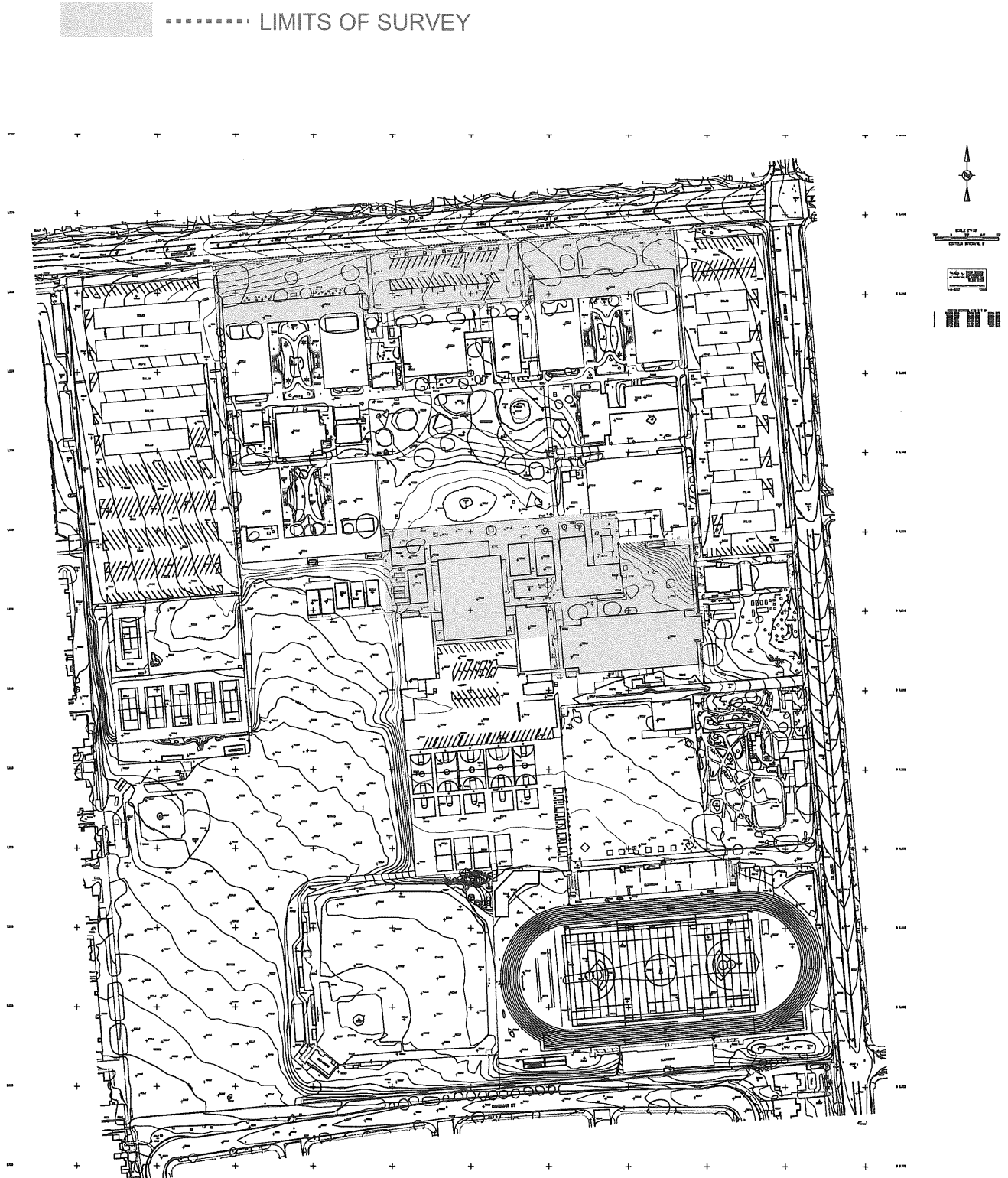
Mollenhauer Group Civil, Inc.
Schedule of Hourly Rates

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
Office Management & Professional Services	
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$169.00
Project Engineer/Surveyor	\$160.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

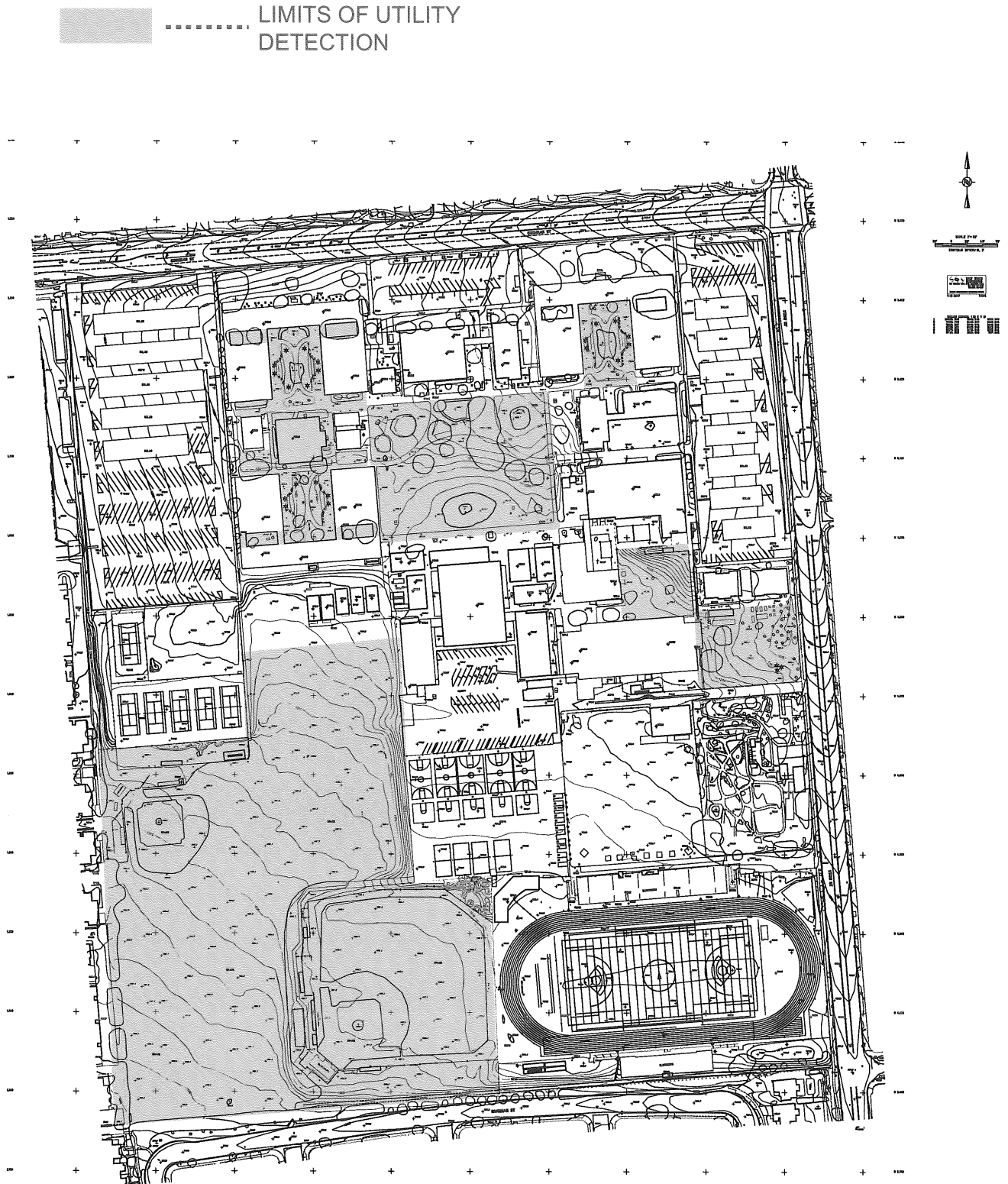
Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

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

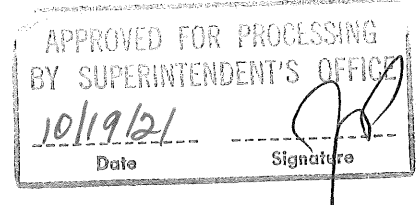
919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 www.mollenhauergruop.com



EXHIBIT_SV-1



EXHIBIT_SV-2



TITLE: APPROVAL OF AGREEMENT NO. R22-01759 SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR THE QUAD PROJECTS AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #20

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. The firm of Jordan, Gilbert & Bain (JGB) Landscape Architects, Inc. is on the approved list, A17.424.

Improvements to the quad and student pathways at Royal High School are needed. Jordan, Gilbert & Bain Landscape Architects, Inc. provided the landscape architect services for the preparation of design studies for the improvements. JGB will provide the Design Development through Closeout services for the Quad improvements to four (4) of the quad areas at Royal High School. The firm of Jordan, Gilbert & Bain is on the approved list of landscape architects.

Fiscal Analysis

Agreement R22-01759 (Exhibit "A") is for a total estimated fee of \$237,362.32 including a 4% reimbursable for landscape architectural services.

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement R22-01759 for landscape architectural services, for the Quad Projects at Royal High School.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R22-01759 for landscape architectural services for Quad Projects at Royal High School.

Ayes: Smollen
LaBelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Ju bran

**PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R22-01759**

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") on October 20, 2021.

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 Quad Project** per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated October 5, 2021.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is \$2,000,000.00 total project costs. Based on Jordon-Gilbert-Bain Cost Estimate, dated 7-8-21, the construction costs are as follows:
 - Quad L-2 \$966,115.00
 - Quad L-3 \$1,017,766.00
 - Quad L-4 \$217,552.00 (Will be Alternate 1)
 - Quad L-5 \$237,413.00 (Will be Alternate 2)
 - Total \$2,438,846.00

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

Schematic Design was completed under R21-02174

Basic Services Phases
Design Development
Construction Documents
Bidding
Construction Administration
Project Close Out

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.
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
Design Development	December 15, 2021
Construction Documents	Friday, March 04, 2022
Bidding	Thursday, April 28, 2022
Construction Administration	Friday, October 21, 2022
Project Close Out	Friday, November 18, 2022

Royal HS Quad Project
Agreement No. R22-01759 Jordan Gilbert & Bain
October 20, 2021

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is based on the OPSC sliding scale of construction costs. The fee is estimated at of **Two Hundred, Twenty-Eight Thousand, Two Hundred, and Thirty-Three Dollars (\$228,233.00)** which does not include a 4% reimbursable allowance. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
Design Development 20%	\$45,646.00
Construction Documents 35%	\$79,882.00
Bidding 5%	\$11,412.00
Construction Administration 30%	\$68,470.00
Project Close Out 10%	\$22,823.00
Reimbursable Printing Allowance 4%	\$9,129.32.00
Total Contract Price:	\$237,362.32

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.
8. **Agreement Terms.** All terms of the Ongoing Agreement A17.423 for Landscape Architect Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

District
Simi Valley Unified School District

By: _____
Ron Todo

Title: Associate Superintendent, Business & Facilities

Architect
Jordan, Gilbert & Bain Landscape Architects

By: 
Paul Jordan

Title: President

Royal HS Quad Project
Agreement No. R22-01759 Jordan Gilbert & Bain
October 20, 2021

Attachment 1 - For Fee Only

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES – October 5, 2021

PROJECT: ROYAL HIGH SCHOOL CAMPUS EAST AND WEST QUAD PLUS ALTERNATES 1 & 2
AREAS CONSTRUCTION DOCUMENTS

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

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
101 WEST COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065

ATTENTION: PEDRO AVILA
Director of Facilities and Planning

I. PROJECT OVERVIEW:

Prepare landscape construction plans for the campus quad at the east side of Royal High School as shown in the attached Exhibit A and the west side of campus including alternates 1& 2, area L-4 & L-5 as shown in Exhibit B. This work will include new plaza spaces, planters, seating, pavers, lighting, drainage, and landscaping. This phase of work will complete the approved preliminary concept designs as approved by the District. Consultants used to complete the phases A thru F in this proposal include Civil Engineer, Mollenhauer group Civil, Inc. and Electrical Engineer, Lucci & Associates, Inc.

II. SCOPE OF WORK:**A. SCHEMATIC DESIGN PHASE**

1. Coordination work necessary to bring the consulting engineers up to date with the current approved preliminary plans. This work will include a schematic drainage and grading plan along with preliminary area lighting and photometrics.

B. DESIGN DEVELOPMENT PHASE

1. This phase will include detail drawings of the approved preliminary plans including plan layout, sections, and details which takes the Construction document phase to 50 % completion. Outline specification will also be included in this phase.

C. CONSTRUCTION DOCUMENTS

1. Site Demo Plan - show existing conditions that are scheduled for removal: planting, concrete paving, and other site elements.
2. Staking Plan - show proposed construction items: new paving, walls, stairs, ramps, lighting, and other construction items. This plan will show dimension of site improvements, detail references, and known existing utility lines.
3. Details - prepare details of construction items such as masonry walls, concrete

ROYAL HIGH SCHOOL CAMPUS EAST QUAD CONSTRUCTION DOCUMENTS

October 5, 2021

PAGE 3 OF 3

- paving, ramps, terraced seating areas, light pole details, handrails, and other construction items necessary to complete the work.
5. Irrigation Plan - show existing point of connection, modifications, and/or demo required of existing system and new irrigation system. Irrigation general notes and legend showing specified products and work descriptions for clarity.
 6. Planting Plan - show all new trees, shrub, and groundcover plantings with quantities, sizes, and locations. Planting legend and general notes for project clarity.
 7. Landscape planting and irrigation details. Planting details showing installation requirements. Irrigation details showing irrigation components: valves, heads, piping, and other elements that are required for clarity.
 8. Coordinate with the Structural Engineer, preparation of structural calculations for planter walls and light pole footings designed for this project.
 9. Coordination work required with the Civil Engineer to prepare finish grading and drainage plans.
 10. Coordination work with the Electrical Engineer to prepare electrical plans for the area lights.
 11. Specifications - prepare specifications of the work in CSI format.
 12. Cost Estimate – Update the estimate of probable construction cost developed in the preliminary phase of the work.

D. BIDDING PHASE

1. Attend the pre-bid job walk.
2. Assist the District in response to questions during the bidding phase.

E. CONSTRUCTION PHASE

1. Assist the District in response to RFI's during the construction phase.
2. Review shop drawings and product submittals as listed in the construction documents specifications.
3. Attend weekly site construction meetings. Prepare site review reports, prepare, and clarify drawings as needed.

F. PROJECT CLOSEOUT - prepare Record Drawings of the irrigation work based on the Contractor's Record Drawings. Record Drawings to be in Auto Cad.**III. COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES**

The Landscape Architect including the listed consultants, shall perform the basic services in exchange for compensation equal to the basic fee of \$228,233.00 as itemized below. This basic fee shall be allocated over the following phases of work as follows:

A. Schematic Phase 10%.....	\$22,823.00
B. Design Development 10%.....	\$22,823.00
C. Construction Documents 35%.....	\$79,882.00
D. Bidding Phase 5%	\$11,412.00
E. Construction Administration 30%	\$68,470.00

ROYAL HIGH SCHOOL CAMPUS EAST QUAD CONSTRUCTION DOCUMENTS

October 5, 2021

PAGE 3 OF 3

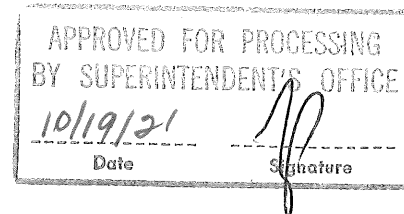
F. Project Close-Out 10%..... \$22,823.00

BY:



DATE October 5, 2021

PAUL J. JORDAN, LANDSCAPE ARCHITECT #1443
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.



TITLE: APPROVAL OF AMENDMENT #2 TO AGREEMENT NO. R20-02116 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING, INC. FOR ARCHITECTURAL SERVICES FOR THE NEW SCIENCE / CLASSROOM BUILDINGS AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #21

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Assistant Superintendent
Business & Facilities

Background Information

The District has elected to utilize a pre-engineered piggybackable building for the Royal High School New Science / Classroom Building. It has been determined that many of the District standard finishes and equipment required on the building are not in corporate in any of the pre-engineer manufacture piggybacks. Therefore, these buildings will need to go out to bid for a pre-engineered manufacturing company. The Architect will need to produce a design development set of bid documents, including but not limited to: plans, elevations, sections, specifications and a Building Proforma, which not required if we went with a piggybackable building.

Fiscal Analysis

The Architects additional services for the design development package is \$34,500.00 (Exhibit A).

\$544,500.00	Original Contract
(\$ 34,550.00)	Architectural Fee Reconciled (Amendment 1)
<u>\$ 34,500.00</u>	Amendment 2
\$544,450.00	Total Contract

These projects are funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement R20-02116 Amendment #2 for Little Diversified, Inc. additional services #2 for the New Science / Classroom Buildings at Royal High School.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement R20-02116, Amendment #2.

Ayes: Smollen
Carbelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Jubran

ARCHITECT FEE RECONCILIATION
for
AGREEMENT R20-02116
AMENDMENT 2

ROYAL HIGH SCHOOL NEW SCIENCE / CLASSROOM BUILDING

The District has elected to utilize a pre-engineered piggybackable building for the Royal High School New Science / Classroom Building. It has been determined that many of the District standard finishes and equipment required on the building are not incorporated in any of the pre-engineer manufacture piggybacks. Therefore, these buildings will need to go out to bid for a pre-engineered manufacturing company. The Architect will need to produce a design development set of bid documents, including but not limited to: plans, elevations, sections, specifications and a Building Proforma, which not required if we went with a piggybackable building.

The Architects additional services for the design development package is \$34,500.00 (Exhibit A – Fee Only).

\$544,500.00	Original Contract
(\$ 34,550.00)	Architectural Fee Reconciled (Amendment 1)
<u>\$ 34,500.00</u>	Amendment 2
\$544,450.00	Total Contract

- 1. Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in Agreement R20-02116 and the Architect Fee Reconciliation (Amendment 1).
- 2. Agreement Terms.** Both the Architect and District agree that this Architect Fee Reconciliation converts Agreement R20-02116 to a Fixed-Fee agreement that will not be adjusted to the bid(s) or to the final construction cost for the project. All terms of Agreement A17.430 for Ongoing Architectural Services and previously adjustments to R20-02116 are incorporated herein and applicable to the Assigned Project, the Architect Fee Reconciliation (Amendment 1) and this Amendment 2.

IN WITNESS HEREOF, the District and the Architect have executed Amendment 2 as of October 20, 2021

District
Simi Valley Unified School District

By: _____
Ron Todo
Associate Superintendent,
Business & Facilities

Architect
Little Diversified Architectural Consulting, Inc.

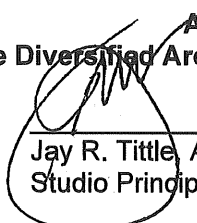
By:  _____ C12955
Jay R. Tittle, AIA
Studio Principal

EXHIBIT A – FEE ONLY

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

October 11, 2021

RE: Royal High School
Additional Service for New Classroom Building

Mr. Avila:

As requested, this Proposal is to provide Additional Professional Design Services to the District relative to development of a new Classroom Building for Royal High School.

Scope of Services

The original Project Scope envisioned that the District would select a Building Manufacturer utilizing a Piggyback Bid and to utilize their PC drawings. The District has now asked that Little prepare Bid Documents to obtain Public Bids to select a manufacturer. The selected manufacturer will prepare Construction Documents/Shop Drawings for Little to utilize to obtain DSA approval for construction.

Schedule

From formal authorization to proceed to submittal of Bid Documents to the District for review and approval will take approximately 60-calendar days. Concurrently, Little will prepare the Sitework DD/CD Documents.

Once we have the selected bidders Construction Documents/Shop Drawings we will schedule the DSA Intake which will be 6-weeks out. During that District review and approval time the District will also need to deliver the Plan Check Fees to DSA prior to the Intake appointment.

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

**Fee**

Based on the above, we are proposing an Additional Service Phased Fixed Fee of \$34,500 based on the following breakdown by Phase:

- | | |
|-----------------------------|-----|
| 1. Bid Document Preparation | 80% |
| 2. Bid Phase | 10% |
| 3. DSA Phase | 10% |

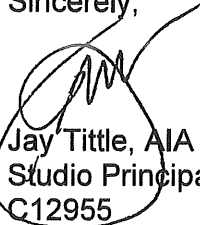
Work on this Additional Service will be invoiced monthly as work is completed.

We do not anticipate any Reimbursable Expenses.

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

Thank you.

Sincerely,



Jay Tittle, AIA
Studio Principal/ Community
C12955

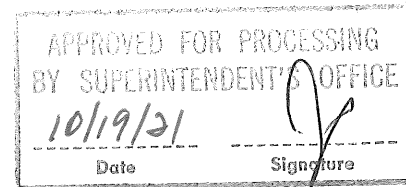
Little Diversified Architectural Consulting
1300 Dove Street, Suite 100
Newport Beach, CA 92660
(M) 818.437.7314

Approved and Authorized on behalf of Simi Valley Unified School District

Name/Title

Date

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



TITLE: APPROVAL OF AGREEMENT NO. R22-01790 SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR THE QUAD PROJECTS AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #22

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 21, 2017 the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. The firm of Jordan, Gilbert & Bain (JGB) Landscape Architects, Inc. is on the approved list, A17.424.

Improvements to the quad and student pathways at Simi Valley HS High School are needed. Jordan, Gilbert & Bain Landscape Architects, Inc. provided the landscape architect services for the preparation of design studies for the improvements. JGB will provide the Design Development through Closeout services for the Quad improvements to the two (2) quad areas at Simi Valley HS. The firm of Jordan, Gilbert & Bain is on the approved list of landscape architects.

Fiscal Analysis

Agreement R22-01790 (Exhibit "A") is for a total estimated fee of \$217,912.00 including a 4% reimbursable for landscape architectural services.

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement R22-01790 for landscape architectural services, for the Quad Projects at Simi Valley High School.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollett and carried by a vote of 5 to 0, the Board of Education approved, by roll-call-vote, Agreement R22-01790 for landscape architectural services for Quad Projects at Simi Valley High School.

Ayes: Smollett
LaBelle Noes: 0 Absent: 0 Abstained: 0
Bagdasaryan
Blough
Jubran

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. R22-01790

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") on October 20, 2021.

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: **Simi Valley High School Quad Project** per the attached Proposal (Attachment 1 – For Fee Only) from Architect dated October 9, 2021.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is \$2,000,000.00 total project costs. Based on Jordon-Gilbert-Bain Cost Estimate, dated 9-3-21, the construction costs are as follows:

- Quad L-1 \$ 253,110.00
- Quad L-2 \$1,950,674.00
- Total \$2,203,784.00

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

Schematic Design was completed under R21-02068

Basic Services Phases
Design Development
Construction Documents
Bidding
Construction Administration
Project Close Out

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.
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
Design Development	December 15, 2021
Construction Documents	Friday, March 04, 2022
Bidding	Thursday, April 28, 2022
Construction Administration	Friday, October 21, 2022
Project Close Out	Friday, November 18, 2022

Royal HS Quad Project
 Agreement No. R22-01759 Jordan Gilbert & Bain
 October 20, 2021

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is based on the OPSC sliding scale of construction costs. The fee is estimated at **of Two Hundred, Nine Thousand, Five Hundred, and Thirty-One Dollars (\$209,531.00)** which does not include a 4% reimbursable allowance. The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
Design Development 20%	\$41,906.28
Construction Documents 35%	\$73,336.00
Bidding 5%	\$10,476.57
Construction Administration 30%	\$62,859.00
Project Close Out 10%	\$20,953.15
Reimbursable Printing Allowance 4%	\$8,381.00
Total Contract Price:	\$217,912.00

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.
8. **Agreement Terms.** All terms of the Ongoing Agreement A17.423 for Landscape Architect Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

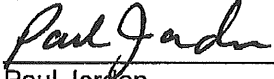
IN WITNESS WHEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

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

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES – October 11, 2021

PROJECT: SIMI VALLEY HIGH SCHOOL CAMPUS QUAD AND STUDENT PATHWAYS PROJECT - PHASE 1

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

CLIENT: SIMI VALLEY UNIFIED SCHOOL DISTRICT
101 WEST COCHRAN STREET
SIMI VALLEY, CALIFORNIA 93065

ATTENTION: PEDRO AVILA
Director of Facilities and Planning

I. PROJECT OVERVIEW:

This project develops phase one of the Student Pathway and Quad Project, dated September 3, 2021. Phase one includes the campus entrance area L-1, and the campus central quad area L-2. The attached exhibit A illustrates the campus entrance area and the central quad area. This work will include construction plans such as: central plaza space, clock tower renovation, a new student directory, relocation of the existing rose garden, patio spaces, terraced lawn area, irrigation work, and other elements shown on the preliminary design plans as approved and or modified by the district. Consultants used to complete the construction document phase include Civil Engineer, Mollenhauer Group Civil, Inc. and Electrical Engineer, Lucci & Associates, Inc. The lunch area within area L-1 will be a separate project not included in this proposal.

II. SCOPE OF WORK:**A. DESIGN DEVELOPMENT PHASE**

This phase includes the refinement of the preliminary design. Larger scale drawing will be prepared with details and specifications of the work. Drawings will include proposed drainage work and area lighting plans. A material and color board will be prepared for District approval. The drawings listed in the construction document phase will be prepared to 50 percent completion. This effort will allow to District to review and make any recommendations for revisions.

B. CONSTRUCTION DOCUMENTS

1. Site Demo Plan - show existing conditions that scheduled for removal: planting, concrete paving, and other site elements.
2. Staking Plan - show proposed construction items: new paving, walls, stairs, ramps, lighting, and other construction items. This plan will show dimension of site improvements, detail references, and known existing utility lines.
3. Details - prepare details of construction items such as masonry walls, concrete paving, ramps, terraced seating areas, light pole details, handrails, clock tower

SIMI VALLEY HIGH SCHOOL QUADS AND STUDENT PATHWAY PROJECT

PHASE 1 - October 11, 2021

PAGE 3 OF 3

renovation, a new student directory, and other construction items necessary to complete the work.

5. Irrigation Plan - show existing point of connection, modifications, and/or demo required of existing system and new irrigation system. Irrigation general notes and legend showing specified products and work descriptions for clarity.
6. Planting Plan - show all new trees, shrub, and groundcover plantings with quantities, sizes, and locations. Planting legend and general notes for project clarity.
7. Landscape planting and irrigation details. Planting details showing installation requirements. Irrigation details showing irrigation components: valves, heads, piping, and schedules.
8. Coordinate with the Structural Engineer, preparation of structural calculations for planter walls and light pole footings designed for this project.
9. Coordination work required with the Civil Engineer to prepare finish grading and drainage plans.
10. Coordination work with the Electrical Engineer to prepare electrical plans for the area lights.
11. Specifications - prepare specifications of the work in CSI format.
12. Cost Estimate - prepare an estimate of probable construction cost for the work.

B. BIDDING PHASE

1. Attend the pre-bid job walk.
2. Assist the District in response to questions during the bidding phase.

C. CONSTRUCTION PHASE

1. Assist the District in response to RFI's during the construction phase.
2. Review shop drawings and product submittals as listed in the construction documents specifications.
3. Attend weekly site construction meetings. Prepare site review reports, prepare, and clarify drawings as needed.

D. PROJECT CLOSEOUT - prepare Record Drawings of the work based on the Contractor's Record Drawings. Record Drawings to be in Auto Cad.

SIMI VALLEY HIGH SCHOOL QUADS AND STUDENT PATHWAY PROJECT
PHASE 1 - October 11, 2021
PAGE 3 OF 3

III. COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES

The Landscape Architect shall perform the basic services in exchange for compensation equal to the basic fee as itemized below. This basic fee shall be allocated over the following phases of work as follows:

A.	DESIGN DEVELOPMENT	\$41,906.28
B.	CONSTRUCTION DOCUMENTS.....	\$73,336.00
C.	BIDDING PHASE.....	\$10,476.57
D.	CONSTRUCTION PHASE.....	\$62,869.00
E.	PROJECT CLOSE-OUT.....	<u>\$20,953.15</u>
	FEE.....	\$209,531.00
	PRINTING REINBURSABLE.....	<u>\$ 8,381.00</u>
	TOTAL CONTRACT PRICE.....	\$217,912.00

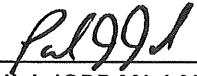
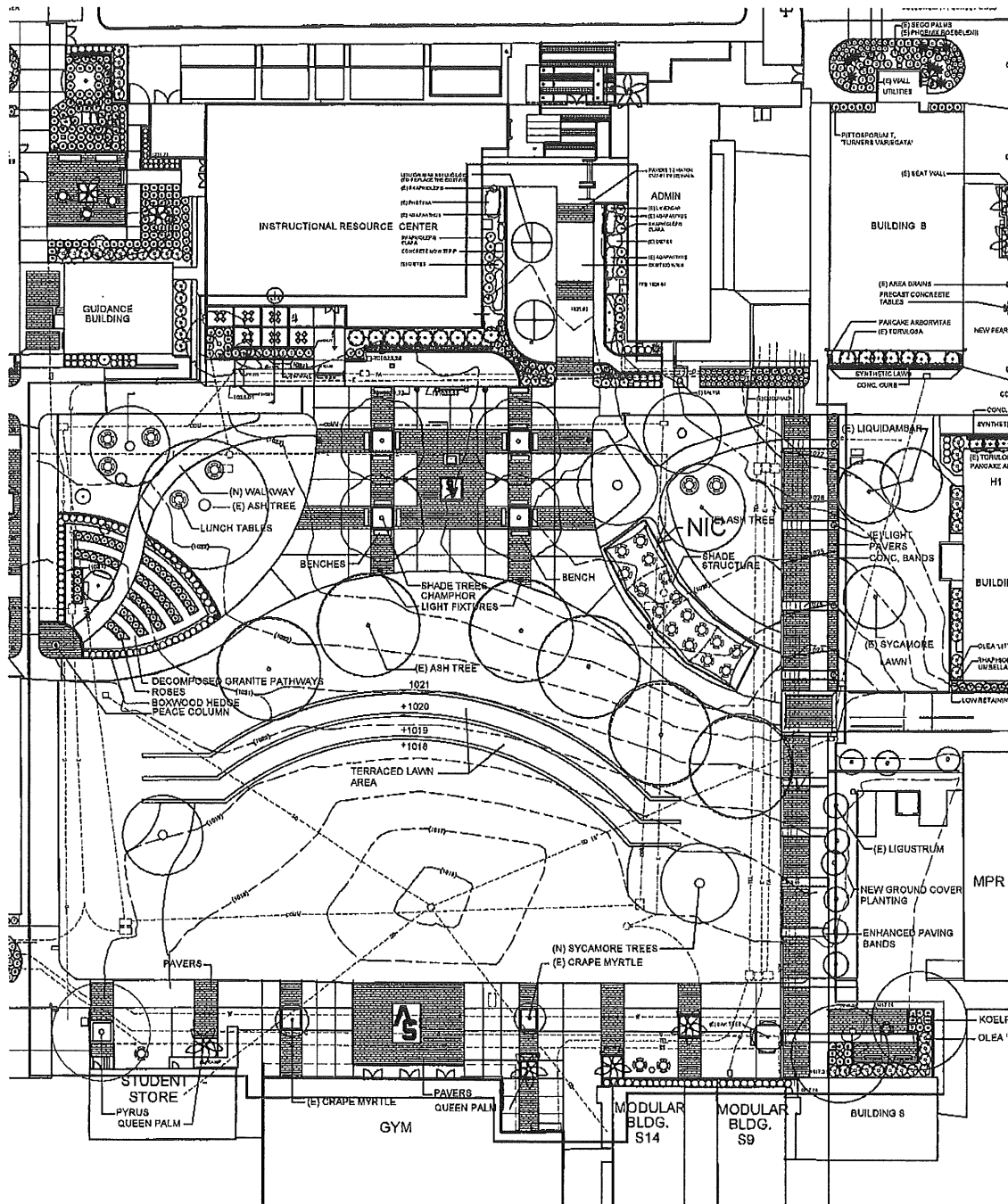
BY:  DATE October 9, 2021
 PAUL J. JORDAN, LANDSCAPE ARCHITECT #1443
 JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.

EXHIBIT A
SVHS CAMPUS QUAD AND STUDENT PATHWAYS PROJECT
PHASE 1



TITLE: APPROVAL OF AMENDMENT #1 AGREEMENT NOS. R20-03444 SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KENCO CONSTRUCTION SERVICES, INC. FOR INSPECTION OF THE ROYAL HIGH SCHOOL MPR RENOVATION PROJECT

Business & Facilities
Consent #23

October 19, 2021
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Royal High School MPR Renovation Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Kenco Construction Services, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

The General Contractor has been given a time extension on the Royal High School MPR Renovation project to May 22, 2022 as Final completion. Kenco Construction Services is the Inspector of Record on the project and their services are required to be extended through the project completion. See Attachment A – Fee Only.

Fiscal Analysis

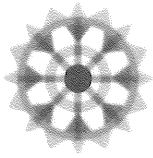
\$285,120.00 Original Contract
\$115,248.00 Amendment #1
\$400,368.00 Total Contract, paid by Measure X Funds

Recommendation

It is recommended the Board of Education approve Amendment #1 Agreement No. R20-03444 for the project inspector for the Royal High School MPR Building Renovation Project with the firm of Kenco Construction Services, Inc.

On a motion # 68 by Trustee Blough, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Amendment #1 Agreement Nos. R20-03444 with Kenco Construction Services, Inc. for the project inspector for the Royal High School MPR Renovation Project.

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



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

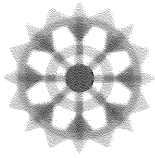
101 West Cochran Street, California 93065

Phone: 805-306-4500

www.simivalleysusd.org

CONTRACT AMENDMENT

Project Name: MPR Renovation		Amendment #: 1	
Site: Royal High School		Date: 10/19/21	
To (Architect): Kenco Construction Services		DSA Application #: TBD	
Address: 4664 Romola Ave La Verne, CA 91750	Contract #: R2-03444		Contract Date: 2-19-20
	PO #:		PO Date:
<p>THE CONTRACT IS CHANGED AS FOLLOWS:</p> <p>The General Contractor has been given a time extension on the Royal High School MPR Renovation project to May 22, 2022 as Final completion. The Division of State Architect requires inspection services through the completion. Kenco Construction Services is the Inspector of Record on the project and their services are required to be extended through the project completion. See Attachment A – Fee Only</p>			



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 West Cochran Street, California 93065

Phone: 805-306-4500

www.simivalleysusd.org

Adjustment to Contract Amount	Adjustment to Contract Schedule
Original Contract Amount: \$285,120.00	Original Contract Duration: 12/1/21, Through Project Closeout
Prior Contract Adjustments: \$ 0.00	Original Completion Date: Dec 1, 2021
Contract Sum Prior to this Amendment: \$285,120.00	Total Approve Time Extension to Date: May 22, 2022
Adjustment per this Amendment: \$115,248.00	Adjustments per this Amendment:
Revised Contract Amount: \$400,368.00	Completion Date Including This Change: Through Closeout - May 22, 2022

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this Amendment. All other terms and conditions of the original contract are to remain the same.

Kenneth Hinge

President - Kenco Construction Services, Inc.

Date **10-12-21**

Ron Todo, SVUSD, Associate Superintendent Business & Facilities

Date



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

DSA Cert #4922 – Class 1.

EIN #27-2782038

SOS Corp. # 3245180

Attachment A -
Fee Only*"Building Safer Schools"***Proposal Extension Request for DSA Inspection.****Date:** 10-11-21**Project Client:** Simi Valley Union School District
875 Cochran St. Simi Valley, Ca. 93065**Project Name:** Royal High School – MPR Renovation/Addition
1402 Royal Ave. Simi Valley, Ca. 93065**DSA App. Number:** A# 03-118787 **File #:** 56-H6**Scope of Work:** Time extension request for one onsite DSA certified inspector for the renovation and alteration of the Royal HS MPR, Building M (A#27167, #03-107180).
Including associated site work, fire alarm system, and utilities.
Including all required DSA documentation.**Project Rate:** \$98.00 per hour for DSA Inspections. 8 hrs. a day, not to exceed 40 hrs. per week.Estimated extension start date: **December 1st, 2021**Estimated project completion date..... **June 1st, 2022**

7 months (147 days, 1176 hrs.)

Estimated Proposed Extension \$ 115,248.00

NOTE: Please be advised that all inspections are subject to contractor performance. Therefore, this estimated cost proposal is an estimate and subject to increase or credit. If "Over Time" work becomes necessary, all OT must be approved by the district prior to OT inspections.
OT is at a rate of \$147.00 per hour after 40 hrs. per week, all holidays, weekends, and anything over 8 hours a day.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.

KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the DSA approved Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **December 1st, 2021** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors/consultants introduced to the district through, or under the employment of, KENCO Construction Services, Inc. for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, Inc. unless written permission is granted prior to each relationship.
6. **The Simi Valley Unified School District** agrees to pay KENCO Construction Services, Inc. the invoiced amount of the project services billed at a rate of **\$98.00 per hour for one DSA Certified Inspector** within 15 working days of receipt of invoice or by the 15th of each month, whichever comes first. KENCO Construction Services (project inspectors/project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders, or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to project inspectors, engineers, or project managers working directly on the project. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, a DSA certified project inspector/manager will be assigned to oversee the project and shall be responsible for accurate reporting of all activities to the Inspector of Record (IOR) upon his/her return. If the IOR cannot return within 2 weeks, KENCO will notify the District, Architect, and DSA and provide a DSA certified inspector for the District, Architect, and DSA approval.

X _____

Ken Hinge, President
 KENCO Construction Services, Inc.
 Date: 10-11-21

X _____

District Authorized Agent
 Simi Valley Unified School District
 Date:

KENCO Construction Services, Inc.
 4664 Romola Ave. La Verne, Ca. 91750
 phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com