



"OUR CHILDREN – OUR FUTURE"

## ***Ravenswood City School District***

### **ADMINISTRATIVE OFFICE**

2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 325-3015

#### *Board Members:*

Ana Maria Pulido, President  
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Tamara Sobomehin, Member

Ms. Gina Sudaria

*Interim Superintendent*

**Date:** June 25, 2020

**To:** Honorable Board of Trustees

**From:** Ms. Gina Sudaria, Interim Superintendent

**Re:** Consideration to Approve Design Services for Los Robles-McNair ES Fencing Relocation

#### **QUICK SUMMARY/ABSTRACT:**

RCSD Administration in conjunction with SVA Architects completed Phase 1 of the Ravenswood Middle School Phase 1. This contract will provide Construction Documents, Bidding assistance and Construction Administration services for the relocation of the boundary fence between Los Robles-McNair and the Brentwood campuses in accordance with the existing Master Agreement dated October 11, 2018 .

#### **RATIONALE:**

The scope of the project includes relocation of the boundary fence between the Los Robles-McNair Elementary school and Brentwood Elementary school. The new security fence will be ornamental iron and a continuation of the existing perimeter fence at Los Robles-McNair campus. The fence will be an improvement to both campuses, which one of the goals was to insure that our students have a safe environment.

#### **FINANCIAL IMPACT:**

Rates provided in accordance with the terms and conditions of the Master Agreement, for services rendered hereunder on a time and material basis.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve Additional Services with SVA Architects.



June 19, 2020

**Mr. Jim Lianides**  
Interim Chief Business Official  
**Ravenswood City School District**  
2100 Euclid Avenue  
East Palo Alto, CA 94303

**Re: Proposal for Los Robles-McNair ES Fencing Relocation**

Dear Mr. Lianides:

This Letter of Understanding (the "LOU") shall serve as confirmation between **Ravenswood City School District (RCSD)** ("Client") and **SVA Architects, Inc. ("SVA")** of our mutual understanding of the work to be performed for the **Proposal for Los Robles-McNair ES Fencing Relocation ("Project")** located at Los Robles-McNair Elementary School.

## **I. Development Objectives**

SVA Architects will provide Construction Documents, Bidding assistance, and Construction Administration services for the Los Robles-McNair ES Fencing Relocation project in accordance with the existing Master Agreement dated October 11, 2018. The scope of the project includes relocating the boundary fence between Los Robles-McNair Elementary School and Brentwood Elementary School. It is assumed that this project will be reviewed by DSA as an over the counter review of access and fire and life safety only.

## **II. Compensation**

- A. The Client agrees to compensate SVA, in accordance with the terms and conditions of the Master Agreement, for services rendered hereunder on a time and material basis.
- B. Payment to SVA will be made monthly in the proportion to services performed.
- C. Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.
- D. SVA's hourly rates are as follows:
  - Partners at the fixed rate of Two Hundred Twenty-Five Dollars (\$250) per hour



- Principals at the fixed rate of Two Hundred Ten Dollars (\$230) per hour
- Senior Project Architect/Manager at the fixed rate of One Hundred Ninety-Five Dollars (\$215) per hour
- Senior Project Designer at the fixed rate of One Hundred Ninety-Five Dollars (\$215) per hour
- Project Architect/Manager at the fixed rate of One Hundred Seventy-Five Dollars (\$195) per hour
- Project Designer at the fixed rate of One Hundred Seventy-Five Dollars (\$195) per hour
- Job Captain at the fixed rate of One Hundred Fifty-Five Dollars (\$175) per hour
- Intermediate Designer and Intermediate Draftsman at the fixed rate of One Hundred Twenty-Five Dollars (\$140) per hour
- Junior Designer and Junior Draftsman at the fixed rate of One Hundred Dollars (\$120) per hour
- Administrative Staff at the fixed rate of Seventy-Five Dollars (\$95) per hour

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,

**SVA Architects, Inc.**

A handwritten signature in black ink that reads 'Robert M. Simons' with a long horizontal flourish extending to the right.

Robert M. Simons, AIA  
President & Partner  
License No.: C18301

**AGREED AND ACCEPTED:**

**Ravenswood City School District**

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Signature

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Name & Title

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Date

Attachment: Terms and Conditions

## TERMS & CONDITIONS



- A. Standard of Care: Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies of effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.
- B. Additional Services: All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.
- C. Revisions to the drawings or changes in the Work that are required as a result of: (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.
- D. Ownership of Documents: Any and all documents prepared as a result of the Services are and shall remain the property of Architect.
- E. Termination: Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.
- F. Limitation of Liability: Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:
- The sole and exclusive remedy shall be against Architect and its corporate assets;
  - No officer, director or shareholder of Architect shall be sued or named as a party in any suit or action;
  - No judgment shall be taken against any officer, director or shareholder of Architect;
  - No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
  - The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.
- G. No Third Party Beneficiaries: there shall be no third party beneficiaries to this Agreement.