



Board Agenda Item:	II.A.
Date:	January 22, 2018
To:	Ad Hoc Committee of Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MSA-Santa Ana Gym Project -- Work Authorization to Architect for Add Services

Proposed Board Recommendation

We request that the ad hoc committee approve and authorize signature of the Work Authorization described below and attached herewith for the MSA Santa Ana Gym Project (the “Project”).

Background

When the board approved the RC Construction contract, it also directed staff to work to reduce the overall cost of the project because of the anticipated expenses above the original budget. The Project team, composed of MPS representatives, Erdinc Acar and Patrick Ontiveros, Gafcon (the construction manager), and RC Construction (the general contractor), identified certain value engineering (VE) items to lower the total construction cost for the Project. Value Engineering is a form of cost reduction by removing some project scope items. The MPS team would like to add back into the Project an item that had previously been deleted due to cost considerations—rubberized flooring. However, MPS has determined that the added item, the rubberized flooring, is important to the school’s program and so has proposed adding it back in.

Both the deleted scope and the added scope, which will result in an overall net savings to the Project, must be drawn up by the architects—Berliner Architects—and may require Division of State Architect (“DSA”) approval. Since these changes are, in effect, an owner initiated change order, it falls outside of the Architect’s existing contract scope and therefore must be implemented with an add services authorization. The add services authorization presented by the architect and the cut-sheet for the proposed flooring material are attached.

Budget Impact

As a result of this “change order” for design services the cost of design services will go from \$230,027 to \$240,922. Before the proposed cost reduction items are removed from the Project, the total Project budget was approximately \$600,000 over budget. The cost reduction items will lower the Project budget by approximately \$235,000, and the incorporation of the added scope of rubberized flooring will increase the Project budget by approximately \$60,000 to \$100,000. The net Project budget overage has dropped to approximately \$465,000, which will need to be paid

from other (non-Bond) sources, likely internal loans.

Schedule Impact

The proposed deletions and additions in scope to the Project will not have an impact on the Project delivery timeline.

Exhibits (attachments):

1. Work Authorization #2 Prepared by Berliner Architects
2. Cut Sheet for Proposed Flooring

APPROVED
01/17/2018 8:07:23 AM

Mike Lengyel, Sr. PM - Gafcon

BERLINER
ARCHITECTS

Work Authorization Number	02	Date	01/16/18
Project	Magnolia Santa Ana Gym Rebid	Project Number	12-27.41 & .42
Project Location	Magnolia Science Academy - Santa Ana		
Client	Magnolia Public Schools		

Authorization is confirmed for Berliner Architects, to perform the following services:

Gym VE Items Post Bid

- Pre Design Discussions with Owner
- Office Flooring Change
- Gymnasium Flooring Change
- East Wall Redesign
- Graffiti Delition

Berliner proposes T&M for the DSA Review of these items and items requested in WA01 (DSA field engineer has intimated the IOR that these changes will need to be reviewed. We did not go for DSA Review since the changes were not fire life safety related and there was no IOR or DSA field engineer involved during WA01). The Allowance will be set at \$5,000. If additional time is required we will request additional services. Hourly rates will be based on the signed proposal dated 04/11/17.

Please see attached breakdown of fees.

Berliner Architects VE Post Bid - \$4,628.00 Saiful Bouquet VE Post Bid - \$1,200.00 Total Consultant Labor - \$1,200 5% Consultant Markup - \$60 Total Cost - \$5,895 Berliner Architects T&M DSA Review Allowance - \$5,000
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Original or Master Agreement (if any), dated:

Signed Gym Rebid Proposal Dated 04/11/17

Other References:

Fee and Basis

Total Fee - \$10,888

Date service began:

Services projected to be completed no later than the following, if indicated:

Services requested by:

Frank Gonzalez

Date of Request:

Prepared by:



Date Signed:

01/16/18

See reverse side of this Work Authorization (Page 2) for Terms and Conditions.

Client Authorization by:

Date Signed:

Work Authorization Terms and Conditions

1. Berliner Architects shall provide the services specified on page 1 of this Work Authorization. Terms and Conditions shall be in accordance with the original or master agreement between Client and Architect, or if such does not exist or is not applicable to this Work Authorization, the Terms and Conditions below shall be incorporated into this Work Authorization. Should anything arise that is not covered by such Terms and Conditions or this Work Authorization, then applicable provisions of Berliner Architects Standard Terms and Conditions STC, current as of the date of this Work Authorization, shall govern. Copies of these documents are available from the Architect on request. The provisions on page 1 of the Work Authorization take precedence over the Terms and Conditions. Where a portion of one document is amended by another of later date, all unmodified portions shall remain in effect. The term "Architect" includes the Architect's officers, directors, shareholders, employees and agents. This Agreement shall not create a contractual relationship or duty to any third party.
2. Fees to be compensated on an hourly basis shall be computed by multiplying the hours directly spent on the Project by the hourly billing rates of the Architect's standard rate schedule, which rates are subject to adjustment periodically, plus 1.1 times any consultants invoices, unless otherwise stated in the Letter of Agreement.
3. Fees to be compensated on a lump sum or percentage basis shall be based upon the Architect's determination of the proportion of its services completed through the billing period.
4. The following Reimbursable Expenses incurred by the Architect in connection with the Project are not included in the Fee stipulated unless specifically stated in this Work Authorization or the Master Agreement, if any: Models and renderings, photography, printing, reproductions, reproducible, telecommunications, data communications, facsimile, long distance telephone calls, travel, out-of-town living expenses, shipping, delivery and messenger service, sales taxes and the like, shall be billed at 1.1 times the amounts invoiced to Berliner Architects, or where incurred as in-house hourly costs, at the Architect's standard hourly billing rates, unless otherwise stated in this Work Authorization. Other than for computer usage in connection with accounting procedures and non-technical word processing, usage of computer, CADD and plotting equipment shall also be a Reimbursable Expense, billed at the Architect's standard rates.
5. Payment for fees and expenses, normally billed monthly, shall be due upon receipt of the Architect's invoice. Disputes and questions regarding an invoice shall be brought to Architect's attention within ten days following receipt of invoice, and shall not be cause for withholding payment for the undisputed portion of the invoice. A service charge of 1.5% per month, in addition to reasonable collection expenses, shall be added to balances unpaid 30 days after invoice date. The Architect reserves the right to suspend or terminate its services, or withhold its documents without notice, if payment in full is not received within 60 days after invoice date, and the Architect shall not be held liable for any claims or losses that may result therefrom.
6. If the scope of the Project, Architect's services, or Project Time is increased, compensation shall be increased accordingly. If the Scope of the Project or Architect's services is decreased, fees for the balance of the Architect's services not yet performed shall be adjusted accordingly.
7. After completion or termination of the Architect's services, and after all payments due the Architect have been made, the Client may retain and use only for alteration, additions, or completion for this Project, copies or reproducible of drawings, specifications, and other materials prepared by the Architect in connection with the Project. In the event of such use, the names and other identifications of the Architect and its consultants shall be removed from the documents and the Architect and its consultants shall be indemnified and held harmless by the Owner for claims arising out of 1) work performed subsequent to the Architect's services, 2) work not constructed or installed in accordance with the Architect's full Construction Documents, or 3) work constructed or installed without the Architect's full construction observation services.
8. In the event of any dispute, controversy or claim arising out of this Agreement or any alleged breach thereof ("Dispute"), the Client and Architect shall participate in a mediation conducted under the auspices of a recognized neutral third-party professional Mediation Service, in a good faith effort to negotiate a resolution of the Dispute, prior to undertaking any legal action. The selection of the Mediation Service shall be acceptable to the parties, and the cost of the Mediation Service shall be borne equally by the parties. In any legal action following the unsuccessful mediation of a dispute, the prevailing party shall be entitled to reasonable attorney's fees.
9. The Client acknowledges that the Architect is unable to reasonably obtain insurance for claims arising out of the performance or failure to perform professional services, including but not limited to, the preparation of reports, designs, drawings and specifications or testing related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos, PCB, or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the site ("Hazardous Substances" or "Hazardous Substances Services"). Accordingly, the Architect shall not provide such services. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against the Architect if such a claim in any way arises out of Hazardous Substances or Hazardous Substances Services.
10. The Client agrees to indemnify, defend and hold the Architect harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of 1) Hazardous Substances or Hazardous Substances Services, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction; or 2) the performance or non-performance of any obligations under this Agreement except to the extent found by a court or forum of competent jurisdiction to be attributable to the negligent errors or omissions of the Architect.
11. The Client shall provide complete Project information, which the Architect shall be entitled to rely upon. The Client shall designate a representative authorized to act in its behalf to provide decisions, liaison with the Architect, and approvals of drawings, reports, presentations and other documents and data. Client's written decisions, approvals and authorizations, and Architect's services shall be provided promptly in order to meet mutually agreed project schedules. Services on a phase shall commence only after Client's written approval of the previous phase and Client's authorization to proceed. Out-of-sequence services, if requested, shall be compensated as Additional Services.
12. The Architect shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, construction schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, inspection or installation, or for safety programs in connection with the Work, or for acts, omissions, or failure to carry out the Work in accordance with the Contract Documents by the Contractor, subcontractors, or any other persons or entities or their agents or employees performing or supplying the Work.
13. The Client hereby agrees that to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the Project or this Agreement from any cause or causes including, but not limited to, the Architect's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the total compensation received by the Architect under this Agreement.

Fee Calculation Form

BERLINER
ARCHITECTS

	Principal	Project Manager / Architect	Designer	Total
Post Bid VE Add Services				
Pre Design Discussions with Owner	1	5		6
Office Flooring Change	0.5	1	1	2.5
Gymnasium Flooring Change	0.5	6	8	14.5
East Wall Redesign	1	4	8	13
Graffiti Delition		0.5	1	1.5
Subtotal Hours	3	16.5	18	31.5
\$/ Hour	\$ 205	145	\$ 90	
Total	\$ 615	\$ 2,393	\$ 1,620	\$ 4,628
DSA Review and Allowance T&M NTE				\$ 5,000.00
TOTAL ARCHITECTURAL LABOR COST NTE				\$ 9,628
Structural Engineer, Saiful Bouquet				\$ 1,200
TOTAL CONSULTANTS				\$ 1,200
5% CONSULTANT FEE MARKUP				\$ 60.00
TOTAL LABOR COSTS				\$ 10,888

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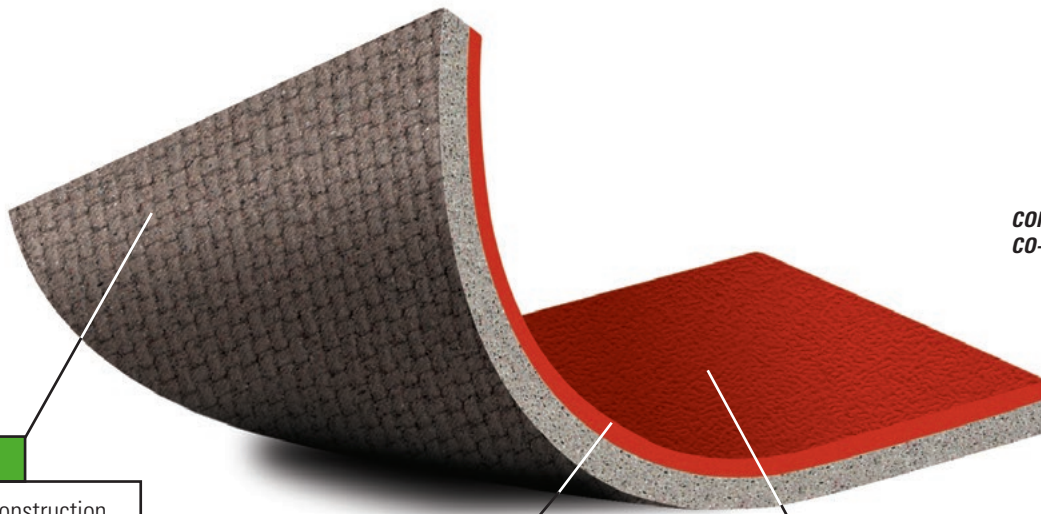
Acknowledge your team with custom logos and mascots.



Suitable for multi sports, including volleyball, basketball & aerobics.



Optional recycled rubber base layer qualifies for LEED® credits.



CONTROL XT / REAL RED
CO-16 Orange Peel

BASE LAYER

Dual Durometer Construction Provides Outstanding Force Reduction and Safety.

CORE LAYER

Core Layer Disperses Impact, Virtually Eliminating "Bottoming Out."

TEXTURE LAYER

Designed for Heavy Indoor Competition. Available in Orange Peel or Marble Textures.

THICKNESS

Control XT Orange Peel and Marble Athletic Surfaces are Available in 6, 8 & 10mm Thickness.



ONYX
CO-67 Orange Peel



BEIGE
CO-66 Orange Peel



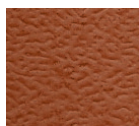
PURPLE
CO-70 Orange Peel



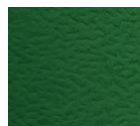
DARK BLUE
CO-21 Orange Peel



REAL RED
CO-16 Orange Peel



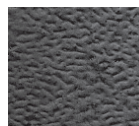
ORANGE
CO-80 Orange Peel



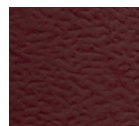
DARK GREEN
CO-31 Orange Peel



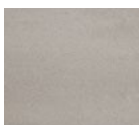
LIGHT GRAY
CO-40 Orange Peel



DARK GRAY
CO-41 Orange Peel



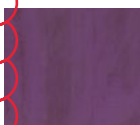
BURGUNDY
CO-25 Orange Peel



MAPLE
CS-66 Marble



DARK MAPLE
CS-19 Marble



PURPLE
CS-70 Marble



DARK BLUE
CS-21 Marble



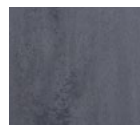
REAL RED
CS-16 Marble



ORANGE
CS-80 Marble



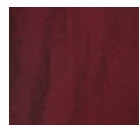
DARK GREEN
CS-31 Marble



LIGHT GRAY
CS-40 Marble



DARK GRAY
CS-41 Marble



BURGUNDY
CS-25 Marble