

**TITLE: AUTHORIZATION TO AWARD REQUEST FOR PROPOSAL  
21C26RFPBXM356, RE REQUEST FOR PROPOSAL FOR UPGRADE OF  
DISTRICT'S NETWORK FIREWALL**

Business & Facilities  
Consent #9

April 20, 2021  
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

On January 19, 2021, the Board of Education Approved Action No. 3, Adoption of Resolution No. 23-20/21, Authorizing Upgrade of the District's Network Firewall Under Public Contract Code Section 20118.2.

On January 29 and February 5, 2021, the District advertised a Request for Proposal (RFP) for Upgrade of the District's Network Firewall, RFP 21B19RFPBXM355. Upon receiving proposals, staff determined that the scoring rubric included in the RFP would not adequately identify the proposal most advantageous to the District. Therefore, staff rejected all proposals in favor of a Re Request for Proposals with a modified scoring rubric.

In response to Re Request for Proposal for Upgrade of the District's Network Firewall, seven responses were received on March 26, 2021. A committee of four staff members evaluated responses based upon answers provided to questions surrounding six components of the project. With a maximum of 100 points, point value per component was distributed as shown below.

Project Component	Maximum Point Value (100)
Adherence to Technical Specifications	40
Service Level Agreement	5
Warranty	5
Professional Services	5
References	15
Pricing	30

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education authorized, by roll-call vote, award of Request for Proposal 21C26RFPBXM356, Re Request for Proposal for Upgrade of District's Network Firewall.

AYES: Smollen  
LaBelle NOES: 0 Absent: 0 Abstained: 0  
Bagdasaryan  
Blough  
Subran

**TITLE: AUTHORIZATION TO AWARD REQUEST FOR PROPOSAL  
21C26RFPBXM356, RE REQUEST FOR PROPOSAL FOR UPGRADE OF  
DISTRICT'S NETWORK FIREWALL**

Business & Facilities  
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**Respondents**

All World Communications  
Continuity Focus  
Corvid Cyberdefense  
Cybertek  
ISSquared Inc.  
MGT of America Consulting, LLC  
Sidepath, Inc.

With the top score of 93 out of 100 possible points, **ISSquared Inc. was determined to be the respondent whose proposal is the most advantageous to the District.** Although not the lowest priced, staff believes the ISSquared Inc. proposal, including references provided, clearly reflects that ISSquared has successfully performed similar services to other school districts of similar size. The same cannot be said of lower priced proposals.

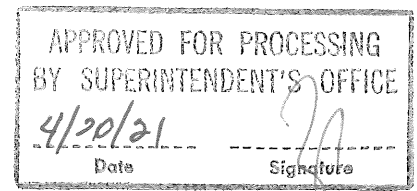
Additional information is available in the Purchasing Department.

**Fiscal Analysis**

The total amount of this project \$286,070.00 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Request for Proposal 21C26RFPBXM356, Re Request for Proposal for Upgrade of District's Network Firewall to ISSquared Inc.



**TITLE: AUTHORIZATION TO AWARD BID #21D6BX357, SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**

Business & Facilities  
Consent #11

April 20, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

Six bids were received on April 6, 2021 for Bid #21D6BX357, Santa Susana Elementary School Classroom Renovations. The recommended low bidder is indicated in bold type.

<b><u>Construction Company Name</u></b>	<b><u>Bid Amount</u></b>
Ardalan Construction Company, Inc.	\$528,000
Chalmers Construction Services, Inc.	\$456,000
<b>G2K Construction, Inc.</b>	<b>\$413,700</b>
Monet Construction, Inc.	\$420,000
Premier Interior Development	\$561,439
Prime Axis General Builder, Inc.	\$534,000

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

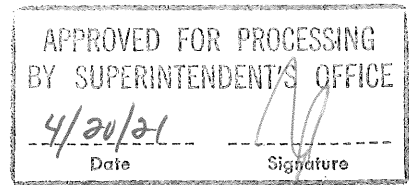
The total amount of this project \$413,700 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #21D6BX357, Santa Susana Elementary School Classroom Renovations to G2K Construction, Inc. in the amount of \$413,700.

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Santa Susana Elementary School Classroom Renovations to G2K Construction, Inc.

AYES: Smollen  
LaBelle NOES: 0 Absent: 0 Abstained: 0  
Bagdasaryan  
Blough  
Jubian



**TITLE: RATIFICATION OF AGREEMENT NO. R21-03083 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR ASPHALT CORING AND TESTING AT GARDEN GROVE ELEMENTARY SCHOOL**

Business & Facilities  
Consent #12

April 20, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. Asphalt coring and soils testing is needed at Garden Grove Elementary School for the parking and playgrounds to receive new pavement during the summer of 2021. The firm of NV5 West can provide these services.

**Fiscal Analysis**

Agreement R21-03083 with NV5 West, Inc. is for an estimated cost of \$4,264.00 (Exhibit "A"). The actual cost will be based on services performed.

These services will be funded with Measure X funds.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement No. R21-03083 with NV5 West, Inc.

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

## PROJECT ASSIGNMENT AMENDMENT - AGREEMENT R21-03083

## ASPHALT PAVEMENT CORING AND ANALYSIS AT GARDEN GROVE ES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of April 7, 2021.

*Whereas*, the District entered into a written Agreement entitled Agreement A18.453 for On-Going Laboratory of Record Services ("Agreement") which generally establishes the terms and conditions for the LOR's completion of Laboratory of Record Services.

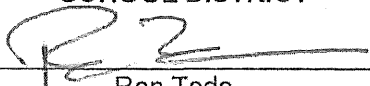
*Whereas*, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of Testing Laboratory of Record Services as enumerated herein.

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


1. **Assigned Project(s) Description.** The Assigned Project is described as follows: Provide testing and reports for existing asphalt pavement at the parking lots and playgrounds at Garden Grove Elementary School where the District plans to have the asphalt removed and replaced with new asphalt. The testing will allow the District to specify the amount of pavement and below-grade materials to be removed, and whether any Petromat, or other costly materials to remove are present. The testing will also provide R-values of the existing soils at the main parking lot for use in specifying the new pavement materials. **The total estimated cost for this testing and reporting is \$4,264.00 per the attached Proposal from LOR dated April 2, 2021.**
2. **Assigned Project Form 103;** Not applicable to these testing services.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections, and reports necessary for proper assessment of existing materials and conditions, for publication in the contract documents or a pre-bid addendum for the pavement replacement project.
4. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests and reports for asphalt and soils in accordance with industry standards and applicable building codes.
5. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests performed. The pricing for each test shall be in accordance with the attached Proposal dated April 2, 2021.
6. **Agreement Terms.** All terms and conditions of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

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

"District"  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT

By:   
\_\_\_\_\_  
Ron Todo  
Associate Superintendent  
Business & Facilities

"LOR"  
NV5 WEST, INC.

By:   
\_\_\_\_\_  
Scott Moors  
Vice-President



April 2, 2021

Simi Valley Unified School District  
 101 West Cochran St.  
 Simi Valley, CA 93065

Proposal No: 2021.06.0068

ATTENTION: Tony Joseph

Via email:

[anthony.joseph@simivalleyusd.org](mailto:anthony.joseph@simivalleyusd.org)

**SUBJECT: Proposal for Pavement Coring and Thickness Measurement Services  
 Garden Grove Elementary School Paving Project**

NV5 is pleased to submit this proposal for Pavement Coring and Pavement Measurement Services for SVUSD's upcoming pavement reconstruction project at the referenced site. Our estimated scope of services and associated estimated costs are presented below.

NV5's services will include mobilization of a fully-equipped coring truck with diamond core drill, water tank, vacuum, and generator to determine pavement section thickness and presence of pavement fabric. We anticipate a total of 6 pavement cores, 2 each in the 2 parking lots and 2 in the playground area. Coreholes will be backfilled with aggregate base and resurfaced with cold-patch asphalt concrete.

Field sampling on playgrounds will be conducted during non-student hours if possible. If coring occurs during student school hours, we request that SVUSD provide District personnel to accompany our technician during fieldwork to monitor / preclude interaction with school children. Core sampling will require deployment of a core truck with water tank and generator onto the playground.

Following pavement coring, coreholes in driveway areas will be hand-augered to determine thickness of aggregate base section and to sample subgrade for classifications and R-Value testing.

**Scope of Work and Cost Estimate**

**Field Personnel Charges**

	Rate	Units	Total
Core Truck & Operator	\$ 215 hr	6	\$ 1,290
Staff Engineer	\$ 120 hr	8	\$ 960
Core Truck Mobilization	\$ 215 ea	1	\$ 215
Diamond Core Bit Charge	\$ 3.50 in	22	\$ 77
Corehole Backfill Material	\$ 12 ea	6	\$ 72

**Laboratory Test Charges**

Core Photograph and Measurement	\$ 30 ea	6	\$ 180
R-value Test	\$ 315 ea	2	\$ 630

**Reporting / Engineering / Management / Administration Charges**

Staff Engineer (reporting)	\$ 120 hr	4	\$ 480
Project Engineer	\$ 165 hr	1	\$ 165
Principal Engineer	\$ 195 hr	1	\$ 195

**Total Estimate: \$ 4,264**

**NV5 West, Inc.**

1686 Palma Drive, Suite A, Ventura, CA 91320  
 Phone: (805) 656-6074

An NV5, Inc. Company  
[www.NV5.com](http://www.NV5.com)  
 Offices Nationwide

NV5 Proposal - SVUSD Campus Pavement Cores

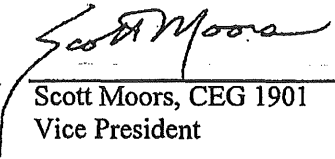
February 7, 2020

**Proposal Conditions:**

- 1 California Prevailing Wages apply.
- 2 This estimate is provided for budgetary purposes only and is not a lump sum not to exceed cost. Billing will be for actual services provided.
- 3 Added charges will be charged in accordance with our existing agreement with SVUSD.

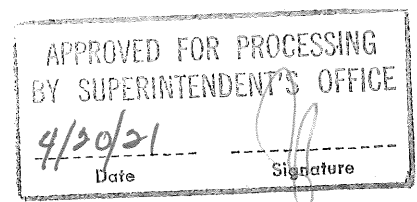
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
NV5 West, Inc.



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Scott Moors, CEG 1901  
Vice President



**TITLE: RATIFICATION OF AGREEMENT NOS. R21-03095 AND R21-03096  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND  
MOLLENHAUER GROUP CIVIL, INC. FOR SURVEYING AND  
UNDERGROUND UTILITY DETECTION SERVICES AT HOLLOW  
HILLS AND WHITE OAK ELEMENTARY SCHOOLS**

Business & Facilities  
Consent #13

April 20, 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. Surveying and underground utility detection services are needed for the design of proposed new Administration Buildings at Hollow Hills and White Oak elementary schools.

**Fiscal Analysis**

The costs associated with these surveying services are shown below;

Hollow Hills Elementary School – Agreement No. R21-03095 (Exhibit A): \$ 7,755.00  
White Oak Elementary School - Agreement No. R21-03096 (Exhibit B): \$ 7,895.00  
**Total: \$15,650.00**

These services will be funded by Measure X. Additional information is available at the Bond Management Office.

**Recommendation**

This item is presented for Board of Education ratification.

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement Nos. R21-03095 and R21-03096 with Mollenhauer Group, Civil, Inc.

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



**PROJECT ASSIGNMENT AMENDMENT (PAA)  
AGREEMENT NO. R21-03095**

**HOLLOW HILLS ELEMENTARY SCHOOL SURVEY & UTILITY DETECTION SERVICES FOR  
PROPOSED NEW ADMINISTRATION BUILDING**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on or about April 12, 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:

**Prepare a Design Topographic Survey and detect & document existing underground and above-ground utilities in the vicinity of a proposed new Administration Building at Hollow Hills Elementary School. Coordinate the areas to be surveyed and areas to detect utilities with Amador-Whittle Architects, as further described in the attached Proposal from Engineer dated March 19, 2021 (Attachment 1).**

- 2. Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined.

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

Basic Services Descriptions
Field survey, including spot elevations, invert elevations, contour lines, existing improvements and pavement.
Utility detection and documentation on survey.

- 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. The Engineer shall pay Prevailing Wages to its employees or its consultants whenever required by statute or by agencies having jurisdiction.

Design Disciplines; Design Consultants
Land Surveyor
Civil Engineer

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
Field Survey and utility detection.	5/1//21
Provision of electronic survey and utility detection drawing(s).	5/15/21

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a total fixed-fee of **Seven-Thousand Seven-Hundred Fifty-Five Dollars (\$7,755.00).**
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 Agreement A17.322 are incorporated herein and applicable to the Assigned Project, except as specifically modified by the terms of this PAA. The Standard Terms and Conditions that were included in the original Proposal from Engineer are replaced by the Terms and Conditions of Agreement A17.322.
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



March 19, 2021

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

Attention: Mr. Pedro Avila  
Director of Facilities & Planning

**Re: Simi Valley Unified School District (SVUSD)**  
**Hollow Hills Elementary School – Site Investigation**  
**Supplemental Survey + Utility Detection**  
**MG Proposal # P21.130.016**

Dear Mr. Avila:

In response to Ms. Jean Amador (AWA) request for proposal of March 12, 2021, we are pleased to submit our proposal for the supplemental surveying and utility detection services in connection with the subject project.

In reviewing the documentation forwarded to us, we have developed the following surveying and utility detections scope of services that would be performed by our staff relating to the Feasibility Study for the proposed development area as shown on the attached Exhibit H-2:

#### **SCOPE OF SERVICES**

##### **Supplemental Survey**

Prepare a design survey that will include those items of work noted as follows:

- Field verification of the existing site features and note any changes from the Mollenhauer survey dated April 22, 2019, within the area of the proposed improvements.
- Measure all invert elevations of sanitary sewer and storm drain manholes and storm drain catch basins within the adjacent street.
- Coordinate field survey work with the site utility detection, incorporate utility investigation markings into the project survey.
- The survey will be drawn to a scale acceptable to the architect / designer.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899  
| t: 213 624-2661  
| [www.mollenhauergroup.com](http://www.mollenhauergroup.com)

Mr. Pedro Avila  
Hollow Hills Elementary School – Site Investigation  
Supplemental Survey + Utility Detection  
March 19, 2021  
Page 2 of 4

**Utility Detections Services:**

Perform the utility detection for the clouded areas as shown on the Exhibit H-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 H-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 a lump sum of \$7,755.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

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

**REIMBURSABLE EXPENSES**

Expenses such as plan checking or processing fees, mylars, printing other than for our own in-house use, express mail, or messenger fees will be itemized separately and billed at cost plus 15 percent.

**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

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899  
| t: 213 624-2661  
| [www.mollenhauergroup.com](http://www.mollenhauergroup.com)

Mr. Pedro Avila  
Hollow Hills Elementary School – Site Investigation  
Supplemental Survey + Utility Detection  
March 19, 2021  
Page 3 of 4

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 and 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.

Mr. Pedro Avila  
Hollow Hills Elementary School – Site Investigation  
Supplemental Survey + Utility Detection  
March 19, 2021  
Page 4 of 4

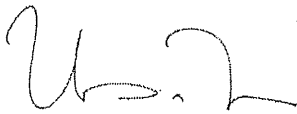
**CLOSURE**

We hope this proposal meets with your approval and look forward to working with you on this project.

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 Tran, P.E.  
Sr. Vice President, Civil Engineering

**Authorization to Proceed:**

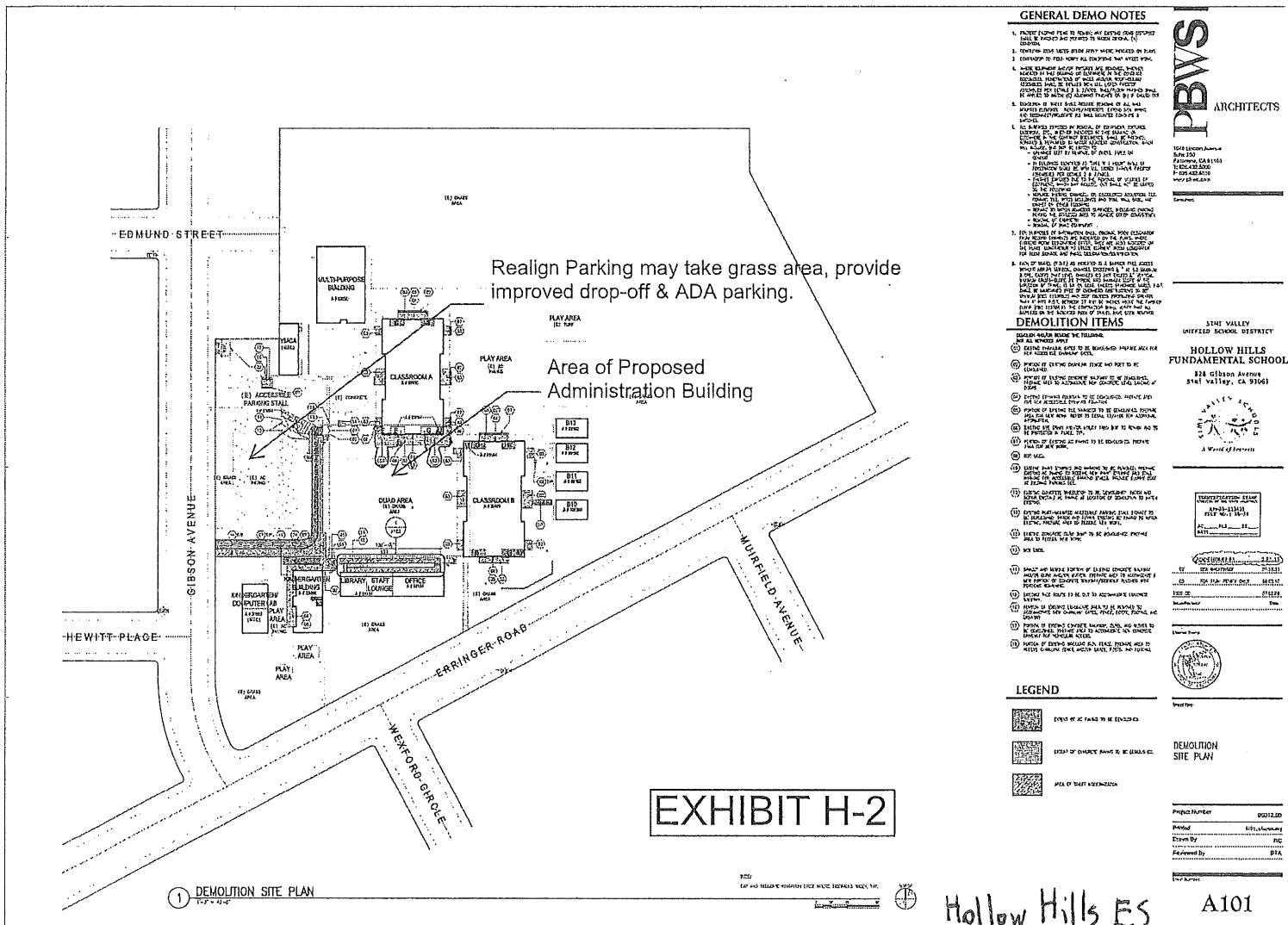
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:

Exhibit H-2  
Rate Schedule  
Standard Terms and Conditions



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

**MOLLENHAUER**

**Mollenhauer Group Civil, Inc.**  
Schedule of Hourly Rates

STAFF TITLES	RATE
<b>Field Survey Party</b>	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
<b>Office Management &amp; Professional Services</b>	
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
<b>Office CAD &amp; Administrative Services</b>	
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.mollenhauergroup.com](http://www.mollenhauergroup.com)



PROJECT ASSIGNMENT AMENDMENT (PAA)  
 AGREEMENT NO. R21-03096

**WHITE OAK ELEMENTARY SCHOOL SURVEY & UTILITY DETECTION SERVICES FOR  
 PROPOSED NEW ADMINISTRATION BUILDING**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on or about April 12, 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:

**Prepare a Design Topographic Survey and detect & document existing underground and above-ground utilities in the vicinity of a proposed new Administration Building at White Oak Elementary School. Coordinate the areas to be surveyed and areas to detect utilities with Amador-Whittle Architects, as further described in the attached Proposal from Engineer dated March 19, 2021 (Attachment 1).**

2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined.

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

Basic Services Descriptions
Field survey, including spot elevations, invert elevations, contour lines, existing improvements and pavement.
Utility detection and documentation on survey.

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. The Engineer shall pay Prevailing Wages to its employees or its consultants whenever required by statute or by agencies having jurisdiction.

Design Disciplines, Design Consultants
Land Surveyor
Civil Engineer

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
Field Survey and utility detection.	5/1/21
Provision of electronic survey and utility detection drawing(s).	5/15/21

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a total fixed-fee of **Seven-Thousand Eight-Hundred Ninety-Five Dollars (\$7,895.00).**
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 Agreement A17.322 are incorporated herein and applicable to the Assigned Project, except as specifically modified by the terms of this PAA. The Standard Terms and Conditions that were included in the original Proposal from Engineer are replaced by the Terms and Conditions of Agreement A17.322.
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



March 19, 2021

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

Attention: Mr. Pedro Avila  
Director of Facilities & Planning

**Re: Simi Valley Unified School District (SVUSD)**  
**White Oak Elementary School – Site Investigation**  
**Supplemental Survey + Utility Detection**  
**MG Proposal # P21.130.015**

Dear Mr. Avila:

In response to Ms. Jean Amador (AWA) request for proposal of March 12, 2021, we are pleased to submit our proposal for the supplemental surveying and utility detection services in connection with the subject project.

In reviewing the documentation forwarded to us, we have developed the following surveying and utility detections scope of services that would be performed by our staff relating to the Feasibility Study for the proposed development area as shown on the attached Exhibit W-2:

#### **SCOPE OF SERVICES**

##### **Supplemental Survey**

Prepare a design survey that will include those items of work noted as follows:

- Field verification of the existing site features and note any changes from the Mollenhauer survey dated April 22, 2019, within the area of the proposed improvements.
- Measure all invert elevations of sanitary sewer and storm drain manholes and storm drain catch basins within the adjacent street.
- Coordinate field survey work with the site utility detection, incorporate utility investigation markings into the project survey.
- The survey will be drawn to a scale acceptable to the architect / designer.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899  
| t: 213 624-2661  
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Mr. Pedro Avila  
White Oak Elementary School – Site Investigation  
Supplemental Survey + Utility Detection  
March 19, 2021  
Page 2 of 4

**Utility Detections Services:**

Perform the utility detection for the clouded areas as shown on the Exhibit W-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 W-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 whiskers.
- 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 a lump sum of \$7,895.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

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

**REIMBURSABLE EXPENSES**

Expenses such as plan checking or processing fees, mylars, printing other than for our own in-house use, express mail, or messenger fees will be itemized separately and billed at cost plus 15 percent.

**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

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Mr. Pedro Avila  
White Oak Elementary School – Site Investigation  
Supplemental Survey + Utility Detection  
March 19, 2021  
Page 3 of 4

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 and 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.

Mr. Pedro Avila  
White Oak Elementary School – Site Investigation  
Supplemental Survey + Utility Detection  
March 19, 2021  
Page 4 of 4

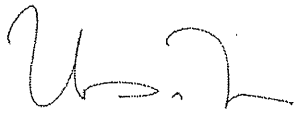
**CLOSURE**

We hope this proposal meets with your approval and look forward to working with you on this project.

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 Tran, P.E.  
Sr. Vice President, Civil Engineering

**Authorization to Proceed:**

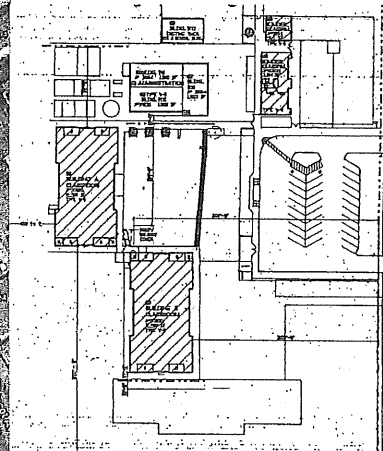
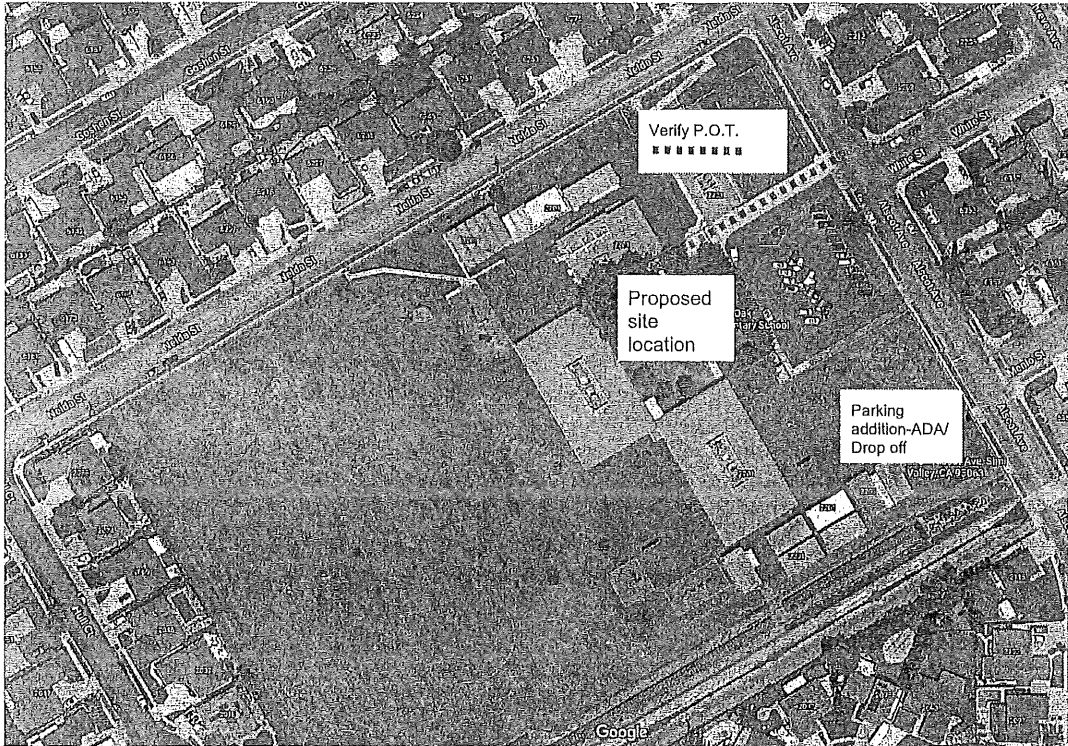
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:

Exhibit W-2  
Rate Schedule  
Standard Terms and Conditions



WHITE OAK ELEMENTARY SCHOOL

- Locate trees and diameter of trunk
- Locate Existing Utilities
- Provide Grades in these Proposed areas of work

EXHIBIT W-2

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

**MOLLENHAUER**

**Mollenhauer Group Civil, Inc.**  
Schedule of Hourly Rates

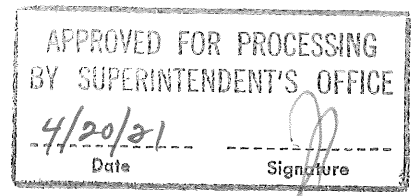
STAFF TITLES	RATE
<b>Field Survey Party</b>	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
<b>Office Management &amp; Professional Services</b>	
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$169.00
Project Engineer/Surveyor	\$160.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
<b>Office CAD &amp; Administrative Services</b>	
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.

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**TITLE: APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR SIX CLASSROOMS AT SIMI VALLEY HIGH SCHOOL THROUGH MEASURE X FUNDING**

Business & Facilities

April 20, 2021

Consent # 14

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 six classrooms in the C-Building at Simi Valley High School to receive new furniture in response to the recent room renovations and outside landscaping work that has been completed for this building. Installation will occur no earlier than June 7, 2021.

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.

VENDOR NAME	EXPENDITURE	PIGGYBACK
Virco	\$41,587.21	US Communities R-TC-18004
KI/Bluespace	\$41,260.19	Sourcewell 121919KII
Staples	\$707.85	N/A
Hon/Bluespace	\$26,825.52	OMNIA #R191804
CDW-G	\$1,029.60	Irvine 19/20-01
Culver Newlin	\$2,167.31	Torrance USD 10-04.09.19
Seville Classics	\$2,144.95	N/A
<b>Total</b>	<b>\$115,722.63</b>	

**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. 01-20/21, Participating in Bids/Contracts of Other Public Corporations and Agencies (Piggyback Contracts) Throughout the 2020-2021 Fiscal Year, at the June 23, 2020 Board Meeting.

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of classroom furniture for six classrooms at Simi Valley High School.

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

**TITLE:        APPROVAL OF PURCHASE OF CLASSROOM FURNITURE FOR  
                 SIX CLASSROOMS AT SIMI VALLEY HIGH SCHOOL THROUGH  
                 MEASURE X FUNDING**

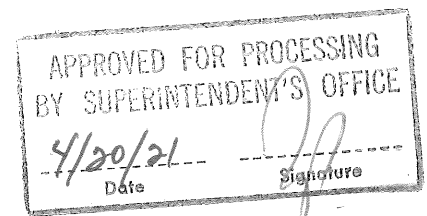
Business & Facilities  
Consent # 14

April 20, 2021  
Page 2 of 2

Prepared by: Ron Todo, Associate Superintendent  
                 Business & Facilities

**Recommendation**

It is recommended that the Board of Education approve the purchase of classroom furniture for six classrooms at Simi Valley High School.



**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS;  
JANUARY 1, 2021 TO APRIL 4, 2021**

Business & Facilities

Consent #16

April 20, 2021

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between January 1 and April 4, 2021.

**Fiscal Analysis**

The total amount for Measure X funded Field Contracts issued under CUPCCAA between January 1, 2021 and April 4, 2021 is **\$56,735.38** as shown on Exhibit "A".

**Recommendation**

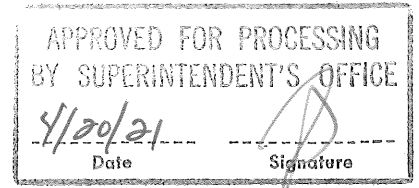
It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by roll-call-vote, ratified all of the Field Contracts summarized in attached Exhibit "A".

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

**EXHIBIT "A"**

MEASURE X FIELD CONTRACTES UNDER CUPCCAA AND AGREEMENTS FROM 1/1/2021 - 4/4/2021					
Req Date	Req #	PO #	Vendor	Amount	Description
1/5/2021	R21-02083	P21-02032	HORIZON CONSTRUCTORS, INC.	\$ 1,950.00	SSES CLASS RENO WORK
1/12/2021	R21-02133	P21-01851	GROUND PENETRATING RADAR SYSTEMS	\$ 600.00	BW RADAR SERVICE
1/22/2021	R21-02233	P21-02197	THOMAS BALDWIN/BALDWIN CUSTOM CABINETS	\$ 24,952.00	SSES CABINET DOORS CLASS RENO
1/28/2021	R21-02291	P21-02180	HH CONSTRUCTION, INC.	\$ 7,862.00	RHS QUAD CONCRETE CLEAN & SEAL
2/3/2021	R21-02360	P21-02088	PORTA-STOR	\$ 1,440.00	RHS STORAGE CONTAINER MPR
3/1/2021	R21-02609	P21-02411	FENCE FACTORY	\$ 3,798.52	SVHS FENCING QUAD
3/1/2021	R21-02617	P21-02344	OUTDOOR CREATIONS INC.	\$ 5,030.03	ARROYO MONUMENT SEC/FENCE/LS
3/1/2021	R21-02618	P21-02345	OUTDOOR CREATIONS INC.	\$ 5,030.03	BW MONUMENT SEC/FENCE/LS
3/5/2021	R21-02692	P21-02492	EXECUTIVE FACILITIES SERVICES	\$ 2,572.80	SVHS CLEANING CLASS RENO BLDG C
3/11/2021	R21-02781	P21-02612	TC SECURITY SYSTEMS	\$ 3,500.00	RHS FIRE ALARMS BOYS LOCKER RM
Total Field Contracts / Agreements from 1-1-21 to 4-4-21:				\$ 56,735.38	



**TITLE: APPROVAL OF AGREEMENT NOS. R21-03088 & R2103089 BETWEEN  
SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE  
ARCHITECTS, INC. FOR PREPARATION OF FEASIBILITY STUDIES FOR  
NEW ADMINISTRATION BUILDINGS AT HOLLOW HILLS AND WHITE  
OAK ELEMENTARY SCHOOLS**

Business & Facilities  
Consent #18

April 20, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District plans to construct new administration buildings at Hollow Hills and White Oak elementary schools. The District's Facilities & Planning Department would like to have a feasibility study conducted at each campus where a proposed new Administration Building would be located. The firm of Amador-Whittle Architects, Inc. can provide these pre-design services.

**Fiscal Analysis**

**Cost**

Feasibility Study for New Administration Building at Hollow Hills ES - R21-03088 (Exhibit A):	\$28,834.18
Feasibility Study for New Administration Building at White Oak ES - R21-03089 (Exhibit B):	<u>\$28,991.68</u>
Total:	\$57,825.86

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 Nos. R21-03088 and R21-03089 for preparation of feasibility studies for new administration buildings at Hollow Hills and White Oak elementary schools.

On a motion # 118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement Nos. R21-03088 and R21-03089 with the firm of Amador Whittle Architects, Inc.

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

LaBelle  
Bagdasaryan  
Blough  
Jubran

PROJECT ASSIGNMENT AMENDMENT (PAA)  
AGREEMENT NO. R21-03088

ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is executed by and between Simi Valley Unified School District and Amador Whittle Architects, Inc. ("Architect") as of April 21, 2021.

Whereas, the District entered into a written Agreement A20.043 for On-Going 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: **Preparation of a Feasibility Study for the proposed new Administration Building at Hollow Hills Elementary School** per the attached Proposal (Attachment 1) from Architect dated March 23, 2021.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not applicable to this agreement.
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Field investigations.
Develop site plan & relationship of the proposed new Administration Building to the existing site & operational program. Field verify the feasibility of siting the new building at proposed location(s).
Provide analysis of electrical and civil engineering for available utilities.
Review status of DSA certification of prior projects at the site.
Prepare Feasibility Study and make recommendations.

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

Design Disciplines:
Design Consultants
Electrical Engineering – Dahl Taylor & Associates
Civil Engineering – Mollenhauer Group, Civil, Inc.

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
Field Investigations	May 21, 2021
Develop site plan & relationship of the proposed new Administration Building to the existing site & operational program. Field verify the feasibility of siting the new building at the proposed location(s).	June 21, 2021
Provide analysis of electrical and civil engineering for available utilities.	June 21, 2021
Review DSA status of certification of prior projects at the site.	June 21, 2021
Prepare Feasibility Study and make recommendations.	June 21, 2021

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Twenty-Eight Thousand Eight-Hundred Thirty-Four Dollars and Eighteen Cents (\$28,834.18).
7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in Attachment 1.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

**District**  
**Simi Valley Unified School District**

By: \_\_\_\_\_  
Ron Todo

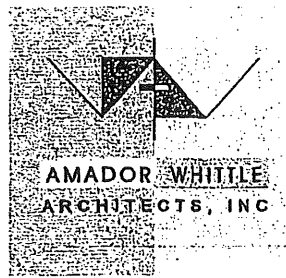
Title: Associate Superintendent, Business & Facilities

**Architect**  
**Amador Whittle Architects, Inc.**

By:   
Jean Amador, AIA

Title: President

## Attachment 1



March 23, 2021

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

Attention: Pedro Avila, Director of Facilities and Planning

Project: **Proposed Administration Building at Hollow Hills Elementary School**

Subject: A/E Fee Proposal – Feasibility Study

Dear Mr. Avila:

In accordance with your Request for Proposal, we are pleased to provide this proposal for the referenced project. This A/E Fee Proposal is providing a Feasibility Study for Proposed New Administration Building program and site requirements for location in Quad lawn area. Look at the option of increasing the existing parking lot area for additional space to ADA/Drop off area.

- Visit Site to review conditions firsthand. Review the project survey for completeness and report findings to the client.
- Show program represented on floor plan/site plan with existing conditions.
- Review District provided existing building and site documentation as needed.
- Provide field verification of site area and related project needs.
- Include Electrical and Civil Engineering Consultants input for utility connections and general existing site utility capacities. Review public wet utilities within the adjoining street such as sanitary sewer, storm drain and water services.
- Include review of existing buildings DSA certification status and potential effect on project. We can have a pre-meeting with DSA to confirm DSA status review assumptions.

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301  
Office 805 530-3938 or (818) 874-0071  
[www.AWAarchitect.com](http://www.AWAarchitect.com)



Amador Whittle Architects, Inc.  
 March 23, 2021  
 Page 2 of 2

- Preparation of the project Feasibility Study report and recommendations relating to Architecture, Civil and Electrical disciplines.

## PROPOSAL

We propose a Fixed Fee of Twenty-eight thousand and eight hundred and thirty-four Dollars (\$ 28,834.18) broken down as follows:

Principal	10 hours	x	\$ 188.78	= \$ 1,887.80
Senior Architect	22	x	153.69	= 3,381.18
Architect	40	x	134.64	= 5,385.60
Designer	40	x	103.79	= 4,151.60
<b>AWA TOTAL</b>				<b>= 14,806.18</b>
<b>Electrical Engineering – Dahl Taylor &amp; Associates</b>				<b>= 4,860.00</b>
<b>Mollenhauer Civil Engineering</b>				<b>= 8,500.00</b>
<b>(Survey and Underground Utilities in Proposal Direct to District)</b>				
<b>AWA 5% on Consulting Engineers</b>				<b>= 675.50</b>
				<b>668.00</b>
<b>GRAND TOTAL</b>				<b>= \$ 28,834.18</b>

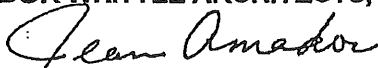
### Optional Services:

Our fee excludes DSA and other agency permits and fees, Concept Renderings, Surveys, Soils Reports, Fire Alarm, Data, Landscape and Irrigation, Probable Cost Estimate of Construction.

Our scope of services does not include any work not specifically called 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 the District 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 the Architectural rates above and the A\_E Consultants attached schedules.

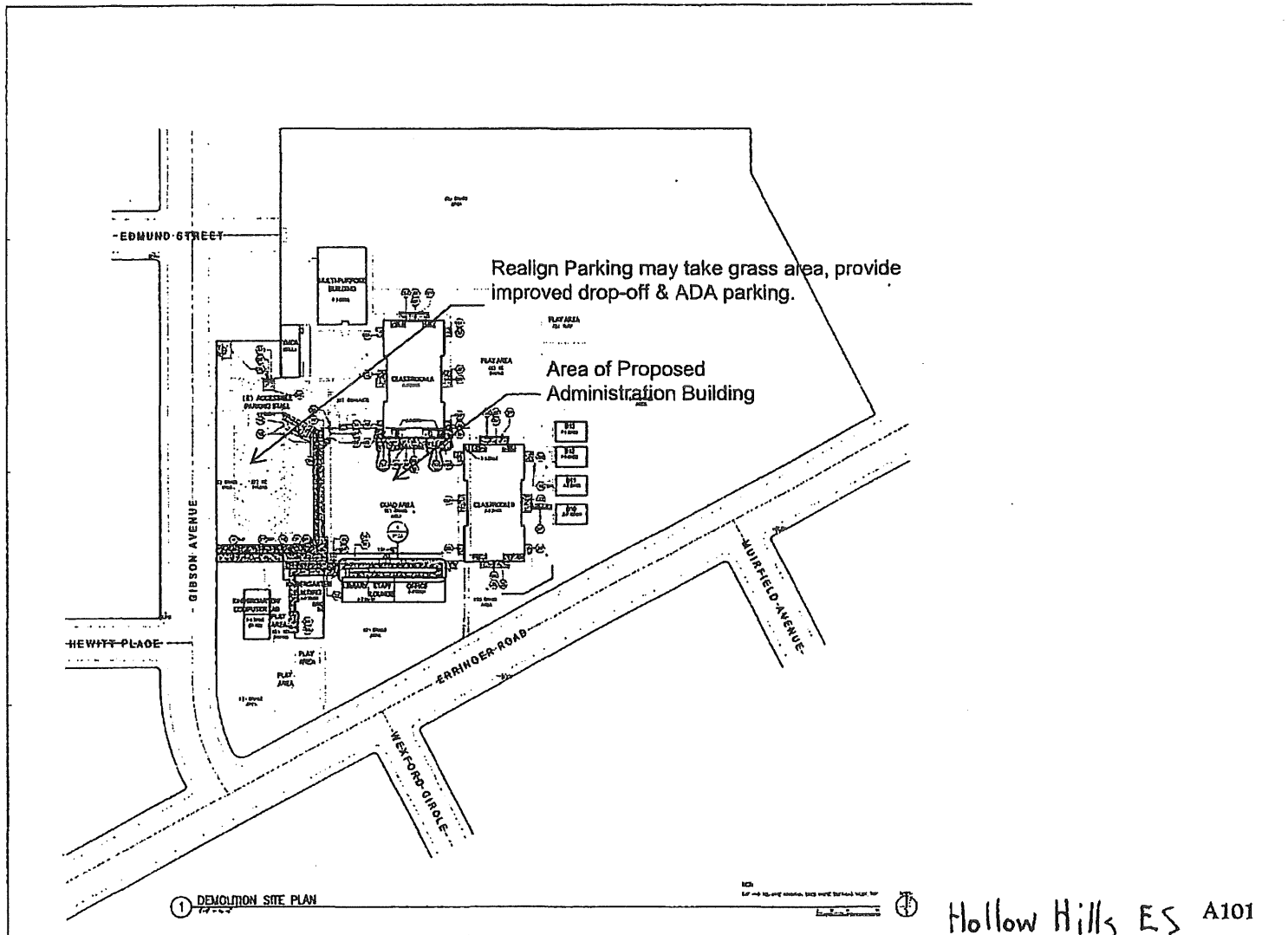
Thank you for giving us this opportunity to be of service to the Simi Valley Unified School District. We look forward working with your team on this project. Please call us with any questions you may have.

Sincerely,  
**AMADOR WHITTLE ARCHITECTS, INC.**



Jean A. Amador AIA  
 Principal

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301  
 Office 805 530-3938 or (818) 874-0071  
[www.AWAarchitect.com](http://www.AWAarchitect.com)



## EXHIBIT "A"

SVUSD Hollow Hills ES - Capacity Verification and Report on Electrical System  
3/16/2021

Stephen Vu T. Pham Q. Vu  
Design Engr Dsgnr Prin. Engr  
\$ 126.00 \$ 90.00 \$ 180.00



TASK DESCRIPTION		Hourly Rate	\$	-	\$	-	\$	-	Stephen Vu Design Engr \$ 126.00	T. Pham Dsgnr. \$ 90.00	Q. Vu Prin. Engr \$ 180.00	FEE
<b>A. Project Coordination and Field Verification</b>												
1	Coordination on project requirements										2	= \$ 360.00
2	Field verification of existing electrical main switchboard, distribution panels, and wires.							3			3	= \$ 918.00
3	Autocad Documentation of existing single line diagram							2	8		1	= \$ 1,152.00
	<b>SUBTOTAL</b>	0	0	0				5	8		6	= \$ 2,430.00
<b>B. HVAC Construction Documents</b>												
												= \$ -
												= \$ -
												= \$ -
	<b>SUBTOTAL</b>	0	0	0				0	0		0	= \$ -
<b>C. Electrical System - Capacity Study</b>												
1 E 0 1	Review of electrical record drawings							3			1	= \$ 558.00
2 E 1 1	Review of SCE electrical bills in the past 12 months							1			0.5	= \$ 216.00
3 E 2 1	Electrical load calculations							3			0.5	= \$ 468.00
4 E 3 1	Prepare and submit capacity study report of the electrical system							8			1	= \$ 1,188.00
	<b>NO REVIEW MEETINGS</b>											
	<b>SUBTOTAL</b>	0	0	0				15	0		3	= \$ 2,430.00
<b>D. XXXXXX</b>												
1 0 1												= \$ -
2 1 1												= \$ -
3 1 2												= \$ -
4 2 1												= \$ -
	<b>SUBTOTAL</b>	0	0	0				0	0		0	= \$ -
<b>E. XXXXXXXX</b>												
1												= \$ -
2												= \$ -
3												= \$ -
4												= \$ -
5												= \$ -
	<b>SUBTOTAL</b>	0	0	0				0	0		0	= \$ -
<b>TOTAL ELECTRICAL ENGINEERING FEE</b>											<b>\$ 4,860.00</b>	





March 19, 2021

Amador Whittle Architect, Inc.  
28328 Agoura Road, Suite 203  
Agoura Hills, CA 91301

Attention: Jean Amador, AIA, LEED BC+D  
President

Re: Hollow Hills Elementary School – Simi Valley Unified School District (SVUSD)  
New Administration Bldg. Feasibility Study – Civil Engineering  
MG Proposal # P21.130.013

Dear Ms. Amador:

In response to your Request for Proposal of March 12, 2021, we are pleased to submit our proposal for civil engineering services in connection with the subject project.

In reviewing the documentation forwarded to us, we have developed the following civil engineering scope of services that would be performed by our staff relating to the Feasibility Study for the proposed development area as shown on the attached Exhibit H-1:

#### SCOPE OF SERVICES

##### Civil Engineering Services:

##### Site Investigation

- Visit the site to view conditions first hand. Review the project survey for completeness and report findings to the client.
- Research public wet utilities within the adjoining street such as sanitary sewer, storm drain and water services.
- Review project site record drawings and reports provided by the District, for the existing utilities within the limits of new construction.
- Coordinate site investigation study with A/E team and the District.
- Preparation of the project Feasibility Study report and recommendations relating to civil engineering discipline.

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| t: 213 624-2661  
| www.mollenhauergroup.com

Business & Facilities, Consent #18

Ms. Jean Amador  
Amador Whittle Architects, Inc.  
Hollow Hills Elementary School – Simi Valley Unified School District (SVUSD)  
New Administration Bldg. Feasibility Study – Civil Engineering  
March 19, 2021  
Page 2 of 3

## DESIGN FEE

Fee for our services will be a lump sum of \$8,500.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

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

## 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.

Ms. Jean Amador  
Amador Whittle Architects, Inc.  
Hollow Hills Elementary School – Simi Valley Unified School District (SVUSD)  
New Administration Bldg. Feasibility Study – Civil Engineering  
March 19, 2021  
Page 3 of 3

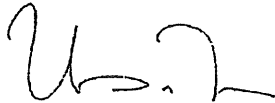
**CLOSURE**

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:  
Exhibit H-1  
Hourly Rates  
Standard Terms and Conditions



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

**MOLLENHAUER**

**Mollenhauer Group Civil, Inc.**  
Schedule of Hourly Rates

STAFF TITLES	RATE
<b>Field Survey Party</b>	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
<b>Office Management &amp; Professional Services</b>	
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
<b>Office CAD &amp; Administrative Services</b>	
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.mollenhauergroup.com](http://www.mollenhauergroup.com)



**MOLLENHAUER GROUP CIVIL, INC.  
STANDARD TERMS AND CONDITIONS**

The following standard terms and conditions are integrated into and form a part of the March 19, 2021, proposal P21.130.013 between Amador Whittle Architect, Inc. (CLIENT) and the Mollenhauer Group Civil, Inc. and its subsidiaries ("CONSULTANT"). Hereinafter referred to as the "Proposal." No signature or initial of any party is required to affect these standard terms and conditions. These standard terms and conditions together with the Proposal shall be referred to herein as the "Agreement."

**CLIENT's Requirements**

1. CLIENT agrees to provide to CONSULTANT the name and address of the record owner of the real property upon which the Project is to be located ("OWNER"). CLIENT represents OWNER for the purposes of this Agreement. By accepting the terms of this Agreement, CLIENT accepts on behalf of CLIENT and OWNER.

2. CLIENT shall provide CLIENT's requirements for the project that is the subject of the Proposal ("Project"), including objectives and constraints, design and construction standards, and insurance requirements. CLIENT shall provide information pertinent to Project upon which CONSULTANT may rely.

3. CLIENT shall arrange for access by CONSULTANT upon public and private property, obtain consents, approvals, licenses, and permits, provide services necessary for Project not within scope of CONSULTANT's services, and promptly notify CONSULTANT if CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

**Delays and Extra Services**

4. Delays in the Project beyond CONSULTANT's control or caused by third parties, work slowdowns or stoppages, accidents, acts of God, CLIENT's non-performance, failure of CLIENT to furnish timely information or promptly approve or disapprove of CONSULTANT's services or instruments of service shall not cause CONSULTANT to be in default of this Agreement. CLIENT agrees that, to the extent such delays cause CONSULTANT to perform extra services, CLIENT shall compensate CONSULTANT for such services according to the rate schedule attached to the Proposal.

5. Notwithstanding any prior agreement, written, oral, or otherwise on scope of services to be rendered, including as set forth in the Proposal, no approval, written or otherwise, is required from the CLIENT for services that CONSULTANT renders beyond any defined scope of CONSULTANT's services. Payment shall be due for all services rendered by CONSULTANT according to the rate schedule attached to the Proposal.

6. CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. CLIENT shall maintain in good standing all governmental approvals or permits and timely apply for any necessary extensions thereof.

**CONSULTANT's Instruments of Service**

6. All items prepared by CONSULTANT are instruments of service on which CONSULTANT retains all copyrights. All maps, plans, drawings, specifications, and other instruments prepared by CONSULTANT will remain the property of CONSULTANT and may not be used by CLIENT for any purpose other than as specified in the Proposal or as permitted by CONSULTANT. CLIENT's reuse or use of such items for the purposes of completion of the Project by others without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and representatives against claims resulting from such prohibited use.

Client: Amador Whittle Architect, Inc.

**Billings**

7. All charges of CONSULTANT shall be due at the time of billing. The billing is deemed correct and binding on CLIENT unless CLIENT notifies CONSULTANT in writing of alleged errors within ten days from the date of receipt of such billing. Charges shall be overdue 30 days after billing ("Overdue Charges"). CLIENT agrees to pay a monthly late payment fee ("Late Fee") on any Overdue Charges. The Late Fee shall equal one and one-half percent per month on the balance due, not to exceed the maximum legal rate. Overdue Charges shall, at CONSULTANT's option, be deemed a material breach of this Agreement for which CONSULTANT may suspend or terminate its obligations related to either the Project or any other services to CLIENT or OWNER.

**Termination**

8. Either party may terminate their obligation to provide further services under this Agreement upon ten days' written notice to the other party. If this Agreement is terminated before the completion of all services, CLIENT agrees to release CONSULTANT from all liability for services performed. CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination. CONSULTANT, however, has the right, but not the obligation, to complete all services to be rendered pursuant to this Agreement.

**No Warranty**

9. CONSULTANT makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that its services are performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

**Indemnity**

10. Client shall indemnify CONSULTANT, its employees, agents, and representatives against claims arising out of failure to follow CONSULTANT's recommendations. These indemnity provisions shall be incorporated into all contracts that CLIENT enters into related to the Project. CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its subcontractors, representatives, agents, officers, directors, and employees from and against all claims, damages, losses, liability, and expenses, whether direct, indirect, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising from or relating to the actual, alleged, or threatened discharge, dispersal, release, or escape of any "hazardous substance" as the term is defined by local, state, or federal regulations, statutes, or case law.

**Damage Limitation**

11. CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages arising from or relating to CONSULTANT's services. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES AND EXPENSE ARISING FROM OR RELATING TO CONSULTANT'S SERVICES SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. CLIENT and CONSULTANT acknowledge that they expressly negotiated and agreed upon this term.

**Design Professional's Lien; Mechanic's Lien**

12. This Agreement shall not be construed to preclude CONSULTANT from exercising any rights that CONSULTANT may have related to any design professional's lien, mechanic's lien or stop notice right.

13. CLIENT, on behalf of itself and OWNER, waives the following requirements of California Civil Code §8300, *et seq.*, the Design Professional's Lien law: (a) CONSULTANT may assert a Design Professional's Lien on any property on which CONSULTANT renders services regardless of whether any governmental entity has issued a building permit in furtherance of any work of improvement. (b) CONSULTANT may assert a valid Design Professional's Lien without any prior demand for payment. (c) CLIENT, on behalf of itself and OWNER, waives any statutory right to any advance notice of the amount of default on any payment under any written Contract and any specific method of delivery of any notice of default. (d) CLIENT, on behalf of itself and OWNER waives the requirement that CONSULTANT have a direct contractual relationship with OWNER.

#### Dispute Resolution

14. Except for an action to collect fees within the jurisdiction of the small claims court or to perfect or enforce a design professional's lien, mechanic's lien, or stop notice remedy, CLIENT, on behalf of itself and OWNER, and CONSULTANT agree that all disputes between them arising out of or relating to the Project or the subject matter of this Agreement shall be submitted to nonbinding mediation to be conducted at the Los Angeles offices of the American Arbitration Association. Mediation shall be conducted according to the Construction Industry Mediation Procedures of the American Arbitration Association in effect at the time a demand for mediation is filed with the Association. The parties shall equally in the cost and fees of mediation.

15. In the event the parties to this Agreement are unable to reach a settlement through the mediation described above, the parties agree that all claims and dispute, except those excluded under paragraph 14 above, shall be submitted to binding arbitration. The arbitration shall be conducted at the Los Angeles offices of Judicate West before a single arbitrator who shall be a retired Superior Court Judge. The parties shall share equally in the costs and fees of the arbitration, subject to an award of reimbursement to the prevailing party under paragraph 16 below. The written decision of the arbitrator shall be final and conclusive as to the parties to this Agreement. The arbitrator shall make all decisions regarding discovery that may be permitted prior to the hearing. All requests for discovery shall be submitted first to the arbitrator who will rule on the necessity, scope and other limitations of all discovery. Any party may file a petition with any court of competent jurisdiction to enter the award of the arbitrator as a judgment.

#### Attorney's Fees

16. The prevailing party in any lawsuit or arbitration shall be entitled to recover its reasonable attorney's fees incurred, including but not limited to, court costs, arbitration fees and costs, including that of the arbitrator, expert witness fees, and post-judgment collection related fees and expenses.

#### Choice of Law

20. This Agreement shall be governed by California law. The venue for resolution of all disputes shall be Los Angeles County, California.

#### Third Party Beneficiaries

18. The parties bind themselves, their successors, and representatives to perform this Agreement. Neither party shall transfer any interest in this Agreement without written consent of the other, provided, however, that CONSULTANT may employ such independent consultants, associates, and subcontractors as it deems appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties to it.

#### Waiver of Breach

19. No waiver by either party of its rights to pursue a remedy for a breach of any term of this Agreement shall constitute a waiver of any other or later breach.

#### Unenforceable Provisions

20. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

#### Survival of Provisions

22. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

#### Entire Agreement

23. This Agreement represents the entire agreement between the parties and may be amended or altered only by a subsequent written instrument signed by both parties. Any and all prior verbal or written statements, communications, negotiations or agreements between the parties are merged into this agreement.

PROJECT ASSIGNMENT AMENDMENT (PAA)  
AGREEMENT NO. R21-03089

ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is executed by and between Simi Valley Unified School District and Amador Whittle Architects, Inc. ("Architect") as of April 21, 2021.

Whereas, the District entered into a written Agreement A20.043 for On-Going 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: **Preparation of a Feasibility Study for the proposed new Administration Building at White Oak Elementary School** per the attached Proposal (Attachment 1) from Architect dated March 23, 2021.
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not applicable to this agreement.
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Field investigations.
Develop site plan & relationship of the proposed new Administration Building to the existing site & operational program. Field verify the feasibility of siting the new building at proposed location(s).
Provide analysis of electrical and civil engineering for available utilities.
Review status of DSA certification of prior projects at the site.
Prepare Feasibility Study and make recommendations.

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

Design Disciplines; Design Consultants
Electrical Engineering – Dahl Taylor & Associates
Civil Engineering – Mollenhauer Group, Civil, Inc.

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
Field Investigations	May 21, 2021
Develop site plan & relationship of the proposed new Administration Building to the existing site & operational program. Field verify the feasibility of siting the new building at the proposed location(s).	June 21, 2021
Provide analysis of electrical and civil engineering for available utilities.	June 21, 2021
Review DSA status of certification of prior projects at the site.	June 21, 2021
Prepare Feasibility Study and make recommendations.	June 21, 2021

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project is a lump sum fixed price of Twenty-Eight Thousand Nine-Hundred Ninety-One Dollars and Sixty-Eight Cents (\$28,991.68).
7. **Design Consultants.** Design Consultants to the Architect for the design disciplines required for the Assigned Project are as set forth in Attachment 1.
8. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

**District**  
**Simi Valley Unified School District**

By: \_\_\_\_\_  
Ron Todo

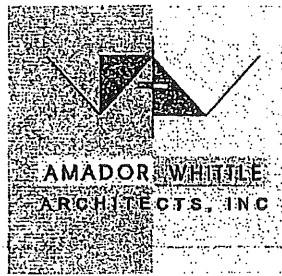
Title: Associate Superintendent, Business & Facilities

**Architect**  
**Amador Whittle Architects, Inc.**

By: Jean Amador  
Jean Amador, AIA

Title: President

## Attachment 1



March 23, 2021

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

Attention: Pedro Avila, Director of Facilities and Planning

Project: **Proposed Administration Building at White Oak Elementary School**

Subject: A/E Fee Proposal – Feasibility Study

Dear Mr. Avila:

In accordance with your Request for Proposal, we are pleased to provide this proposal for the referenced project. This A/E Fee Proposal is providing a Feasibility Study for Proposed New Administration Building program and site requirements for location in Quad lawn area. Look at the option of increasing the existing parking lot area for additional ADA/Drop off area.

- Visit Site to review conditions firsthand. Review the project survey for completeness and report findings to the client.
- Show program represented on floor plan/site plan with existing conditions.
- Review District provided existing building and site documentation as needed.
- Provide field verification of site area and related project needs.
- Include Electrical and Civil Engineering Consultants input for utility connections and general existing site utility capacities. Review public wet utilities within the adjoining street such as sanitary sewer, storm drain and water services.
- Include review of existing buildings DSA certification status and potential effect on project. We can have a pre-meeting with DSA to confirm DSA status review assumptions.

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301  
Office 805 530-3938 or (818) 874-0071  
[www.AWAarchitect.com](http://www.AWAarchitect.com)

Amador Whittle Architects, Inc.  
 March 23, 2021  
 Page 2 of 2

- Preparation of the project Feasibility Study report and recommendations relating to Architecture, Civil and Electrical disciplines.

## PROPOSAL

We propose a Fixed Fee of Twenty-eight thousand and nine hundred and ninety-one Dollars (\$ 28,991.68) broken down as follows:

Principal	10 hours	x	\$ 188.78	= \$ 1,887.80
Senior Architect	22	x	153.69	= 3,381.18
Architect	40	x	134.64	= 5,385.60
Designer	40	x	103.79	= 4,151.60
AWA TOTAL				= 14,806.18
Electrical Engineering – Dahl Taylor & Associates				= 4,860.00
Mollenhauer Civil Engineering (Survey and Underground Utilities in Proposal Direct to District)				= 8,650.00
AWA 5% on Consulting Engineers				= 675.50
GRAND TOTAL				= \$ 28,991.68

### Optional Services:

Our fee excludes DSA and other agency permits and fees, Concept Renderings, Surveys, Soils Reports, Fire Alarm, Data, Landscape and Irrigation, Probable Cost Estimate of Construction.

Our scope of services does not include any work not specifically called 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 the District 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 the Architectural rates above and the A\_E Consultants attached schedules.

Thank you for giving us this opportunity to be of service to the Simi Valley Unified School District. We look forward working with your team on this project. Please call us with any questions you may have.

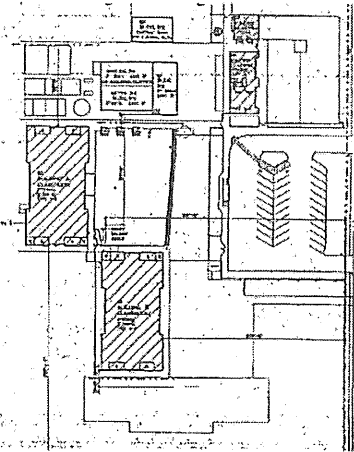
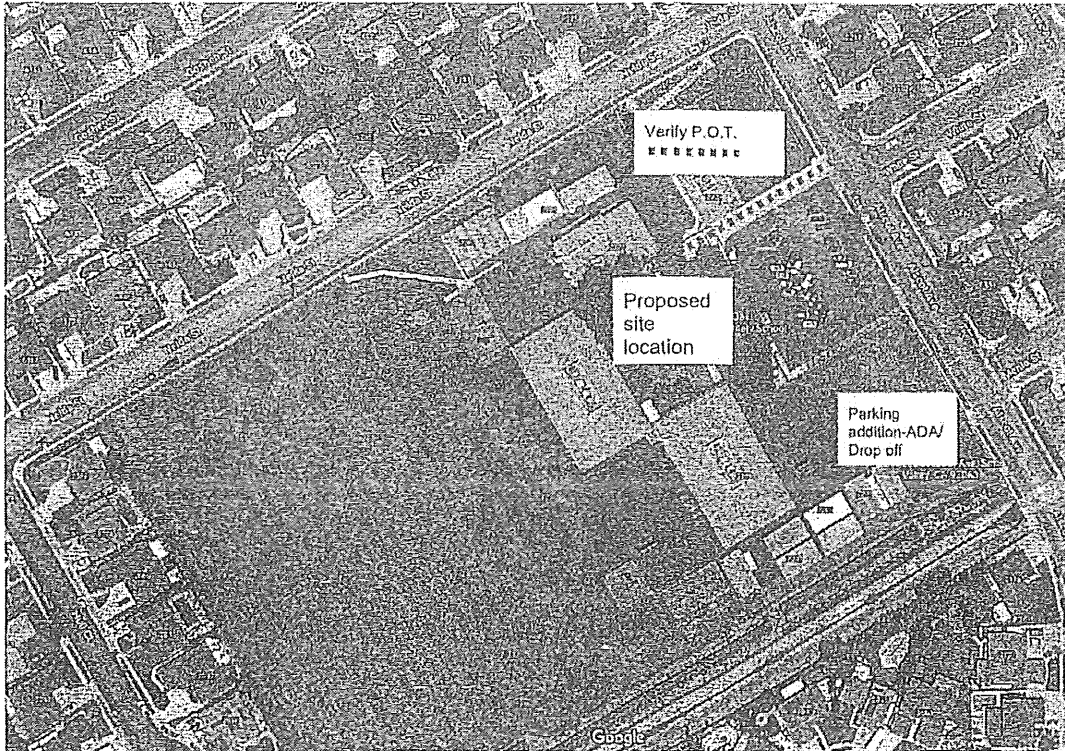
Sincerely,

**AMADOR WHITTLE ARCHITECTS, INC.**



Jean A. Amador AIA  
 Principal

28328 Agoura Road, Suite 203, Agoura Hills, CA 91301  
 Office 805 530-3938 or (818) 874-0071  
[www.AWAarchitect.com](http://www.AWAarchitect.com)



WHITE OAK ELEMENTARY SCHOOL  
Propose New Administration Building +/- 2,000 SF.  
Propose Additional to Parking Lot for ADA Stalls & Drop-off

**3/16/2021**

Stephen Vu	T. Pham	Q. Vu
Design Engr	Dsgnr.	Prin. Engr
\$ 126.00	\$ 90.00	\$ 180.00



	TASK DESCRIPTION	FEE
A.	<b>Project Coordination and Field Verification</b>	
1	Coordination on project requirements	2 = \$ 360.00
2	Field verification of existing electrical main switchboard, distribution panels, and wires.	3 = \$ 918.00
3	Autocad Documentation of existing single line diagram	2      8      1 = \$ 1,152.00
	SUBTOTAL	0      0      .0      5      8      6      \$ 2,430.00
B.	<b>HVAC Construction Documents</b>	= \$ - = \$ - = \$ -
	SUBTOTAL	0      0      0      0      0      0      \$ -
C.	<b>Electrical System - Capacity Study</b>	
1 E 0 1	Review of electrical record drawings	3      1 = \$ 558.00
2 E 1 1	Review of SCE electrical bills in the past 12 months	1      0.5 = \$ 216.00
3 E 2 1	Electrical load calculations	3      0.5 = \$ 468.00
4 E 3 1	Prepare and submit capacity study report of the electrical system NO REVIEW MEETINGS	8      1 = \$ 1,188.00
	SUBTOTAL	0      0      0      15      0      3      \$ 2,430.00
D.	<b>XXXXXX</b>	
1 0 1		= \$ -
2 1 1		= \$ -
3 1 2		= \$ -
4 2 1		= \$ -
	SUBTOTAL	0      0      0      0      0      0      \$ -
E.	<b>XXXXXXX</b>	
1		= \$ -
2		= \$ -
3		= \$ -
4		= \$ -
5		= \$ -
	SUBTOTAL	0      0      0      0      0      0      \$ -
<b>TOTAL ELECTRICAL ENGINEERING FEE</b>		\$ 4,860.00







March 19, 2021

**Amador Whittle Architect, Inc.**  
28328 Agoura Road, Suite 203  
Agoura Hills, CA 91301

Attention: Jean Amador, AIA, LEED BC+D  
President

**Re: White Oak Elementary School – Simi Valley Unified School District (SVUSD)**  
**New Administration Bldg. Feasibility Study – Civil Engineering**  
**MG Proposal # P21.130.014**

Dear Ms. Amador:

In response to your Request for Proposal of March 12, 2021, we are pleased to submit our proposal for civil engineering services in connection with the subject project.

In reviewing the documentation forwarded to us, we have developed the following civil engineering scope of services that would be performed by our staff relating to the Feasibility Study for the proposed development area as shown on the attached Exhibit W-1:

#### **SCOPE OF SERVICES**

##### **Civil Engineering Services:**

##### **Site Investigation**

- Visit the site to view conditions first hand. Review the project survey for completeness and report findings to the client.
- Research public wet utilities within the adjoining street such as sanitary sewer, storm drain and water services.
- Review project site record drawings and reports provided by the District, for the existing utilities within the limits of new construction.
- Coordinate site investigation study with A/E team and the District.
- Preparation of the project Feasibility Study report and recommendations relating to civil engineering discipline.

919 W. Glenoaks Blvd. Glendale, CA 91202 | t: 818 937-9899  
| t: 213 624-2661  
| [www.mollenhauergroup.com](http://www.mollenhauergroup.com)

Ms. Jean Amador  
Amador Whittle Architects, Inc.  
White Oak Elementary School – Simi Valley Unified School District (SVUSD)  
New Administration Bldg. Feasibility Study – Civil Engineering  
March 19, 2021  
Page 2 of 3

## **DESIGN FEE**

Fee for our services will be a lump sum of \$8,650.00 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

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

## **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.

Ms. Jean Amador  
Amador Whittle Architects, Inc.  
White Oak Elementary School – Simi Valley Unified School District (SVUSD)  
New Administration Bldg. Feasibility Study – Civil Engineering  
March 19, 2021  
Page 3 of 3

**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.

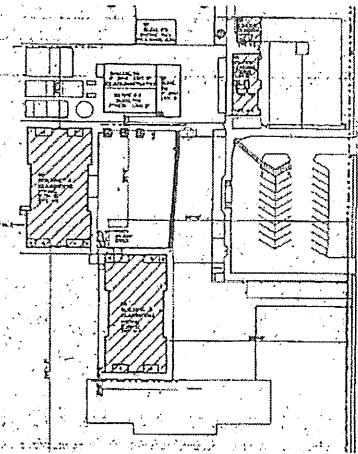
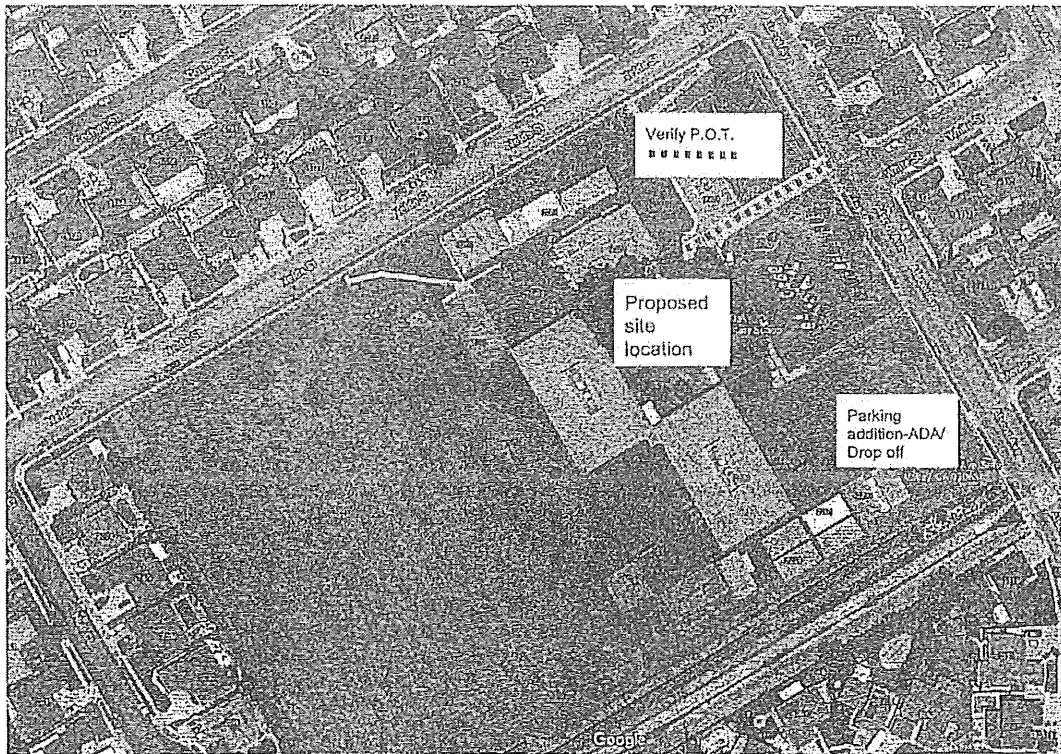
**Authorization to Proceed:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:  
Exhibit W-1  
Hourly Rates  
Standard Terms and Conditions



- WHITE OAK ELEMENTARY SCHOOL
- Locate trees and diameter of trunk
  - Locate Existing Utilities
  - Provide Grades in these Proposed areas of work

EXHIBIT W-1

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

**MOLLENHAUER**

**Mollenhauer Group Civil, Inc.**  
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919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 [www.mollenhauergroup.com](http://www.mollenhauergroup.com)

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6. CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. CLIENT shall maintain in good standing all governmental approvals or permits and timely apply for any necessary extensions thereof.

**CONSULTANT's Instruments of Service**

6. All items prepared by CONSULTANT are instruments of service on which CONSULTANT retains all copyrights. All maps, plans, drawings, specifications, and other instruments prepared by CONSULTANT will remain the property of CONSULTANT and may not be used by CLIENT for any purpose other than as specified in the Proposal or as permitted by CONSULTANT. CLIENT's reuse or use of such items for the purposes of completion of the Project by others without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and representatives against claims resulting from such prohibited use.

Client: Amador Whittle Architect, Inc.

**Billings**

7. All charges of CONSULTANT shall be due at the time of billing. The billing is deemed correct and binding on CLIENT unless CLIENT notifies CONSULTANT in writing of alleged errors within ten days from the date of receipt of such billing. Charges shall be overdue 30 days after billing ("Overdue Charges"). CLIENT agrees to pay a monthly late payment fee ("Late Fee") on any Overdue Charges. The Late Fee shall equal one and one-half percent per month on the balance due, not to exceed the maximum legal rate. Overdue Charges shall, at CONSULTANT's option, be deemed a material breach of this Agreement for which CONSULTANT may suspend or terminate its obligations related to either the Project or any other services to CLIENT or OWNER.

**Termination**

8. Either party may terminate their obligation to provide further services under this Agreement upon ten days' written notice to the other party. If this Agreement is terminated before the completion of all services, CLIENT agrees to release CONSULTANT from all liability for services performed. CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination. CONSULTANT, however, has the right, but not the obligation, to complete all services to be rendered pursuant to this Agreement.

**No Warranty**

9. CONSULTANT makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that its services are performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

**Indemnity**

10. Client shall indemnify CONSULTANT, its employees, agents, and representatives against claims arising out of failure to follow CONSULTANT's recommendations. These indemnity provisions shall be incorporated into all contracts that CLIENT enters into related to the Project. CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its subcontractors, representatives, agents, officers, directors, and employees from and against all claims, damages, losses, liability, and expenses, whether direct, indirect, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising from or relating to the actual, alleged, or threatened discharge, dispersal, release, or escape of any "hazardous substance" as the term is defined by local, state, or federal regulations, statutes, or case law.

**Damage Limitation**

11. CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages arising from or relating to CONSULTANT's services. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES AND EXPENSE ARISING FROM OR RELATING TO CONSULTANT'S SERVICES SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. CLIENT and CONSULTANT acknowledge that they expressly negotiated and agreed upon this term.

**Design Professional's Lien; Mechanic's Lien**

12. This Agreement shall not be construed to preclude CONSULTANT from exercising any rights that CONSULTANT may have related to any design professional's lien, mechanic's lien or stop notice right.

13. CLIENT, on behalf of itself and OWNER, waives the following requirements of California Civil Code §8300, *et seq.*, the Design Professional's Lien law: (a) CONSULTANT may assert a Design Professional's Lien on any property on which CONSULTANT renders services regardless of whether any governmental entity has issued a building permit in furtherance of any work of improvement. (b) CONSULTANT may assert a valid Design Professional's Lien without any prior demand for payment. (c) CLIENT, on behalf of itself and OWNER, waives any statutory right to any advance notice of the amount of default on any payment under any written Contract and any specific method of delivery of any notice of default. (d) CLIENT, on behalf of itself and OWNER waives the requirement that CONSULTANT have a direct contractual relationship with OWNER.

#### Dispute Resolution

14. Except for an action to collect fees within the jurisdiction of the small claims court or to perfect or enforce a design professional's lien, mechanic's lien, or stop notice remedy, CLIENT, on behalf of itself and OWNER, and CONSULTANT agree that all disputes between them arising out of or relating to the Project or the subject matter of this Agreement shall be submitted to nonbinding mediation to be conducted at the Los Angeles offices of the American Arbitration Association. Mediation shall be conducted according to the Construction Industry Mediation Procedures of the American Arbitration Association in effect at the time a demand for mediation is filed with the Association. The parties shall equally in the cost and fees of mediation.

15. In the event the parties to this Agreement are unable to reach a settlement through the mediation described above, the parties agree that all claims and dispute, except those excluded under paragraph 14 above, shall be submitted to binding arbitration. The arbitration shall be conducted at the Los Angeles offices of Judicate West before a single arbitrator who shall be a retired Superior Court Judge. The parties shall share equally in the costs and fees of the arbitration, subject to an award of reimbursement to the prevailing party under paragraph 16 below. The written decision of the arbitrator shall be final and conclusive as to the parties to this Agreement. The arbitrator shall make all decisions regarding discovery that may be permitted prior to the hearing. All requests for discovery shall be submitted first to the arbitrator who will rule on the necessity, scope and other limitations of all discovery. Any party may file a petition with any court of competent jurisdiction to enter the award of the arbitrator as a judgment.

#### Attorney's Fees

16. The prevailing party in any lawsuit or arbitration shall be entitled to recover its reasonable attorney's fees incurred, including but not limited to, court costs, arbitration fees and costs, including that of the arbitrator, expert witness fees, and post-judgment collection related fees and expenses.

#### Choice of Law

20. This Agreement shall be governed by California law. The venue for resolution of all disputes shall be Los Angeles County, California.

#### Third Party Beneficiaries

18. The parties bind themselves, their successors, and representatives to perform this Agreement. Neither party shall transfer any interest in this Agreement without written consent of the other, provided, however, that CONSULTANT may employ such independent consultants, associates, and subcontractors as it deems appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties to it.

#### Waiver of Breach

19. No waiver by either party of its rights to pursue a remedy for a breach of any term of this Agreement shall constitute a waiver of any other or later breach.

#### Unenforceable Provisions

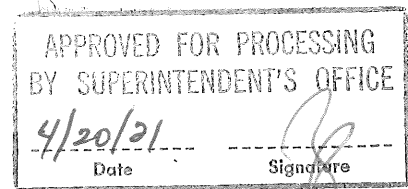
20. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

#### Survival of Provisions

22. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

#### Entire Agreement

23. This Agreement represents the entire agreement between the parties and may be amended or altered only by a subsequent written instrument signed by both parties. Any and all prior verbal or written statements, communications, negotiations or agreements between the parties are merged into this agreement.



**TITLE: AUTHORIZATION OF BLANKET APPROVAL FOR CONTRACT  
CHANGE ORDERS NOT TO EXCEED STATUTORY LIMITS  
FOR SUMMER SCHOOL CONSTRUCTION WORK**

Business & Facilities  
Consent #19

April 20, 2021  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

Pursuant to Public Contract Code 20118.4, the Board of Education may authorize changes to Public Works Contracts without the formality of securing bids if the cost does not exceed ten percent of the original contract price or the legal bid limit of \$15,000, whichever amount is greater.

Normal practice is to present all contractual changes which fall under these parameters to the Board of Education for approval as they occur. However, the brief time frame allocated for summer work and the summer schedule of board meetings impacts the ability of the Division of Facilities, Bond Management Office, and Purchasing Department to authorize payments for work performed on a timely basis. Payments for work completed as the result of a change order can take six to eight weeks to process because warrants cannot be generated without Board of Education approval. This delay affects the manner in which the General Contractor issues payment to subcontractors, many of which are local businesses, and can affect the quality of bids received in the future.

It is therefore requested that the Board of Education provide blanket authorization to the Division of Facilities, Bond Management Office, and Purchasing Department to process change orders which do not exceed the statutory limits set forth in Public Contract Code 20118.4. This authorization would be granted only for the period of June 9, 2021 to August 16, 2021.

**Fiscal Analysis**

Change orders, if required, cannot exceed the statutory limit of ten percent of contract value or \$15,000 (whichever amount is greater) under this authorization.

**Recommendation**

It is recommended that the Board of Education authorize the blanket approval of contractual change orders, not to exceed statutory limits, for summer project work.

On a motion #118 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, Authorization of the Blanket Approval of Contractual Change Orders, Not to Exceed Statutory Limits, for the Summer Project Work.

AYES: Smolles  
LaBelle NOES: 0 Absent: 0 Abstained: 0  
Bagdasaryan  
Blough  
Yubran