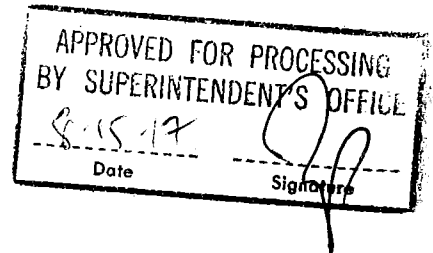


TITLE: RATIFICATION OF AGREEMENT A18.111 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND MOLLENHAUER GROUP CIVIL, INC. FOR PREPARATION OF A DESIGN SURVEY FOR TOWNSHIP ELEMENTARY SCHOOL

Business & Facilities
Consent #17

August 15, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

A topographic design survey is needed in order to design improvements for Township Elementary School. The firm of Mollenhauer Group Civil, Inc. is on the list of selected firms for on-call engineering services that was approved by the Board of Education on February 21, 2017, and can provide the design survey.

Fiscal Analysis

The total cost for these design services is a fixed fee of **\$20,895.00**.

These services are further described in attached Agreement A18.111 (Exhibit "A"), and will be funded with Measure X Bond funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 27 by Trustee Blough, seconded by Trustee White and carried by a vote of 5/6, the Board of Education ratified, by roll-call-vote, Agreement A18.111 with Mollenhauer Group, Civil Inc. for preparation of a design survey for Township Elementary School.

Motion # 27 Ayes: Blough, LaBelle,
Smollen, White, Daniels;
Noes: 0; Absent: 0; Abstain: 0

Absent: Abstained:

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT NO. A18.111
 TO
 AGREEMENT FOR ON-GOING ENGINEERING SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Mollenhauer Group Civil, Inc. ("Engineer") on July 28, 2017.

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:
Township Elementary School Design Survey as further described in the attached Proposal from Engineer dated July 26, 2017 (Attachment 1).
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is not yet determined, as the Assigned Project is a Design Survey.
3. **Assigned Project Basic Services.** The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Design Survey
Spot Elevations
Storm Drain Invert Elevations

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

Design Disciplines, Design Consultants
Civil
Other: _____

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

Basic Services Phases	Completion Date
Surveying	8/15/17
Delivery of completed survey	8/25/17

6. **Assigned Project Contract Price.** The Contract Price for the Assigned Project a lump sum fixed price of Twenty Thousand Eight-Hundred Ninety-Five Dollars (\$20,895.00). The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Design Survey, Spot Elevations, Storm Drain Inverts, Topo Drawings.	Twenty Thousand Eight-Hundred Ninety-Five Dollars (\$20,895.00)	100%
Total Contract Price: \$20,895.00		


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

9. **Acknowledgment and Confirmation.** The Engineer has a full and complete understanding of the Engineering Services required for the Assigned Project. The Engineer certifies that all proposed personnel 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.

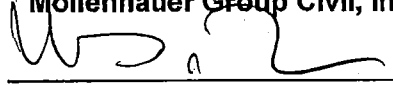
District
Simi Valley Unified School District

By: 

Ron Todo

Title: Associate Superintendent, Business & Facilities

Engineer
Mollenhauer Group Civil, Inc.

By: 

Thomas Tran

Title: Senior Vice-President, Civil Engineering



July 26, 2017

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

Attention: Mr. Pedro Avila
Director of Facilities & Planning

Re: Township Elementary School- Design Survey
MG Proposal # P17.130.033

Dear Mr. Avila:

In response to your request for proposal of July 21, 2017, and our site meeting with Mr. Paul Jordan (JGB) on July 24, 2017, we are pleased to submit our proposal for surveying services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff for the limits of work as shown on the attached Exhibit A:

SCOPE OF SERVICES

Design Survey

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

- Spot elevations and contours will be shown as required to fully describe the site as shown on the attached Exhibit A.
- All visible surface indicators within the limits of work as shown on the attached Exhibit A will be located on the design survey.
- All elevations will be based upon current City of Simi Valley bench marks. Two bench marks will be shown on the survey. Assumed bench marks will not be used.
- Invert elevations of all accessible storm drain manholes and storm drain catch basins located within the limits of work will be field measured. Record elevations will not be used.
- Existing utility of record provided by the District will be drawn on the survey to show approximate locations.
- The survey will be drawn to a scale acceptable to the architect / designer.

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

Mr. Pedro Avila
Simi Valley Unified School District
Township Elementary School – Design Survey
July 26, 2017
Page 2 of 3

DESIGN FEE

Fee for our services will be a lump sum of \$20,895 billed monthly as the work progresses based upon our estimate of percentage of completion of our work.

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 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.

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

Mr. Pedro Avila
Simi Valley Unified School District
Township Elementary School – Design Survey
July 26, 2017
Page 3 of 3

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.

Authorization to Proceed:



By: _____

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

Title: _____

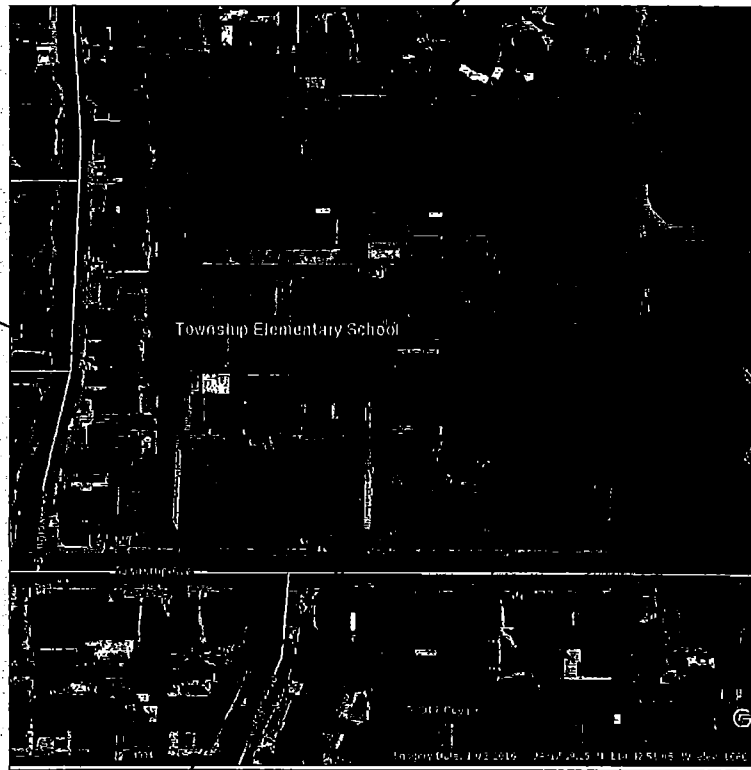
Date: _____

Enclosures:

- Exhibit A
- Rate Schedule
- Standard Terms and Conditions

LIMITS OF SURVEY

LIMITS OF SURVEY



AREA OF SURVEY NEEDED FOR NEW IRRIGATION DESIGN
INCLUDE IRRIGATION VALVES THAT ARE VISIBLE.

LIMITS OF SURVEY

TOWNSHIP ELEMENTARY SCHOOL
4101 TOWNSHIP AVE
394 CA

JORDAN GLEBERT, AIA
LUX ESCAPE ARCHITECTS
458 E. VENTURA AVE.
VENTURA, CA 93001
(805) 642-3641

LIMITS OF SURVEY

EXHIBIT - A

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



MOLLENHAUER

Mollenhauer Group Civil, Inc.
 Schedule of Hourly Rates
 Effective January 1, 2017

STAFF TITLES	RATE
Field Survey Party	
One Person Party	\$200.00
Two Person Party	\$270.00
Three Person Party	\$340.00
Office Management & Professional Services	
Senior Project Manager	\$187.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$167.00
Project Engineer/Surveyor	\$156.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
Office CAD & Administrative Services	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, next day service) will be charged at cost plus 10 percent.

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

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

MOLLENHAUER GROUP CIVIL, Inc.
A CALIFORNIA CORPORATION

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions are integrated into and form a part of the July 26, 2017, proposal P17.130.033 ("Proposal") between Simi Valley Unified School District ("CLIENT") and the Mollenhauer Group Civil, Inc., a California corporation, and its subsidiaries ("CONSULTANT") or any revised or amended Proposal. No signature or initial of any party is required to effect these standard terms and conditions. These standard terms and conditions together with the Proposal or amended or revised Proposal and Mollenhauer's Standard Rate Schedule in effect on the date above ("Standard Rate Schedule") shall be referred to herein as the "Agreement."

CLIENT's Requirements

1. CLIENT agrees to provide to CONSULTANT the present 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

4. Delays in the Project beyond CONSULTANT's control or caused by third parties, work slowdowns or stoppages, accidents, acts of God, CLIENT's 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 Standard Rate Schedule.
5. 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 intellectual property rights. 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 and for all damages, including but not limited to consequential damages, lost profits, legal costs and expenses, restitution, and disgorgement of revenue, arising from or relating to any inappropriate use of these materials.

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. Any CLIENT with Overdue Charges shall, at CONSULTANT's option, be deemed to have materially breached this Agreement, for

Mollenhauer Form, SEE 2007-01 Final

CLIENT: Simi Valley Unified School District

which breach CONSULTANT may suspend or terminate its obligations related to either the Project or any other services to CLIENT or OWNER.

8. 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 Standard Rate Schedule.

Third Party Beneficiaries

9. 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

10. 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 breach.

Indemnities

11. 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.
12. 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.
13. 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 LESS. CLIENT and CONSULTANT acknowledge that they expressly negotiated and agreed upon this term, which is not mutual.

Design Professional's Lien; Mechanic's Lien

14. This Agreement shall not be construed to erode any rights that CONSULTANT may have related to any design professional's lien, mechanic's lien or stop notice right.
15. CLIENT, on behalf of itself and OWNER, waives certain requirements of Civil Code §§ 3081.1, *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

16. 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 Mollenhauer Group Civil, Inc. or its attorneys. 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.

17. In the event the parties to this Agreement are unable to reach a settlement through the mediation described above, the dispute shall be submitted to binding arbitration to be conducted at the Los Angeles offices of Mollenhauer Group Civil, Inc. or its attorneys according to the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is filed with the Association. The written decision of the arbitrator or arbitrators appointed by the Association will be final and conclusive as to the parties to this Agreement. The prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.

Termination

18. 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.

Entire Agreement

19. This Agreement represents the entire agreement between the parties and may be amended or altered only by written instrument signed by both parties.

Choice of Law

20. This Agreement shall be governed by California law.

Unenforceable Provisions

21. If any provision 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 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.