



Magnolia Public Schools

Facility Committee Meeting

Date and Time

Tuesday September 6, 2016 at 10:00 AM

Location

Teleconference Dial: 1.844.572.5683 Code: 1948435

Regular Facilities Committee Meeting

Meeting Notice

Access to the Board Meeting: Any interested parties or community members from remote locations may attend the meeting at the following school sites or the addresses where the Board members are joining the meeting from:

Remotely by dialing into the numbers provided above

- 449 36th Street #2 Brooklyn, NY 11232 (Mr. Nguyen Huynh)
- 495 El Camino Real Santa Clara CA 95050 (Dr. Umit Yapanel)
- 250 East 1st St., Ste 1500 Los Angeles, CA 90012 (MPS Home Office)

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting or translation services, please notify Barbara Torres at (213) 628-3634 x100 to make arrangements and accommodations.

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 250 East 1st St. Ste 1500 Los Angeles, CA 90012.

Facilities Committee Members

Mr. Nguyen Huynh, Chair
Dr. Umit Yapanel

CEO and Superintendent

Dr. Caprice Young

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
C. Public Comments			1
D. Approval of Agenda	Vote		1
E. Approval of Minutes of the Regular Facilities Committee Meeting; August 4, 2016	Approve Minutes		1
II. Action Items-Recommendations to Full Board			
A. Consideration and Approval of MSA San Diego Architectural Contract	Vote	Frank Gonzalez	15
III. Information Items			
A. Standard and Poor's Annual Review Update	Discuss	Frank Gonzalez	10
B. MSA Santa Ana New Site Update	FYI	Frank Gonzalez	5
C. Written Facilities Update	Discuss	Frank Gonzalez	15
IV. Closing Items			
A. Adjourn Meeting	Vote		

Coversheet

Approval of Minutes of the Regular Facilities Committee Meeting; August 4, 2016

Section: I. Opening Items
Item: E. Approval of Minutes of the Regular Facilities Committee Meeting;
August 4, 2016
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Facility Committee Meeting on August 4, 2016

APPROVED



Magnolia Public Schools

Minutes

Facility Committee Meeting

Date and Time

Thursday August 4, 2016 at 4:00 PM

Location

Teleconference Dial: 1.844.572.5683 Code:1948435

Special Facilities Committee Meeting

Facilities Committee Members

Mr. Nguyen Huynh, Chair

Dr. Umit Yapanel

CEO and Superintendent

Dr. Caprice Young

Committee Members Present

N. Huynh (remote), U. Yapanel (remote)

Committee Members Absent

None

I. Opening Items**A. Record Attendance and Guests**

All finance committee members joined remotely.

B. Call the Meeting to Order

U. Yapanel called a meeting of the Audit/Facilities Committee Committee of Magnolia Public Schools to order on Thursday Aug 4, 2016 at 4:05 PM.

C. Approval of Agenda

U. Yapanel made a motion to approve the agenda as presented.

N. Huynh seconded the motion.

The committee **VOTED** unanimously to approve the motion.

D. Approval of Minutes of the Regular Facilities Committee Meeting; April 21, 2016

U. Yapanel made a motion to approve minutes from the Regular Facility Committee Meeting on 04-21-16 Facility Committee Meeting on 04-21-16.

N. Huynh seconded the motion.

The committee **VOTED** unanimously to approve the motion.

E. Approval of Minutes of the Regular Facilities Committee Meeting; June 21, 2016

U. Yapanel made a motion to approve minutes from the Regular Facility Committee Meeting on 06-21-16 Facility Committee Meeting on 06-21-16.

N. Huynh seconded the motion.

The committee **VOTED** unanimously to approve the motion.

II. Action Items

A. Recommendation Approval of MSA 1 Architectural Contract for New Educational Building

F. Gonzalez, Chief Growth Officer, presented the details on the Magnolia Science Academy-1 Architectural Contract for New Educational Building. He explained that MPS is currently on the bidding process and dollar figures can not be made public. F. Gonzalez explained the process that would take place once the contract was awarded. He explained that the evaluation bidding committee would provide a report and recommendation to the full board at the next board meeting. No actions were taken, all questions were addressed.

B. Recommendation Approval of MSA San Diego Architectural Contract for the DeAnza School Site

F. Gonzalez, Chief Growth Officer (CGO), explained the details on the MSA San Diego project including construction time frames. He also explained that the funds for the project would be coming from both a grant and a low interest loan. In regards to the Request for Proposal (RFP)s, Magnolia requested firms to indicate their recent work in the education field and for the company to state any problems the firm has had. Bids were not restricted to firms in San Diego, but San Diego County would prefer MPS to work with a firm they are familiar with. F. Gonzalez explained who the bid evaluation committee members for

this project were and he mentioned he will work with MPS board member N. Huynh to obtain his input on current and future facility projects as recommended by the committee.

Recommendations will be presented to the full Board in the next board meeting. No actions were taken, all questions were addressed.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:48 PM.

Respectfully Submitted,
U. Yapanel

Coversheet

Consideration and Approval of MSA San Diego Architectural Contract

Section: II. Action Items-Recommendations to Full Board
Item: A. Consideration and Approval of MSA San Diego Architectural Contract
Purpose: Vote
Submitted by:
Related Material: II A MSA SD A & E Services Contract.pdf



Meeting Date: September 6, 2016
Item Number: II A
To: Facilities Committee, Board of Directors
From: Dr. Caprice Young, CEO and Superintendent
Staff Lead: Frank Gonzalez, Chief Growth Officer
Re: MSA San Diego Architectural and Engineering Services Contract

Proposed Recommendation

I move that the board authorize the CEO or a designee to negotiate and execute a contract for architectural services for the design and engineering of the DeAnza site for MSA San Diego. The contract amount shall not exceed \$156,508 total compensation for professional services.

Background

Magnolia Science Academy San Diego (“MSA SD”) is currently located at 6365 Lake Atlin Ave, San Diego, CA 92119. Magnolia Public Schools has negotiated an agreement that enables MSA SD to remain at the school site for the 2016-2017 school year.

Magnolia and SDUSD have executed a term sheet that will enable MSA SD to develop the DeAnza school site at 6525 Estrella Avenue as its permanent location. The campus is currently vacant. It is approximately 3.2 acres and will be improved with a minimum of 16 classrooms, offices, bathrooms and a multipurpose room.

Staff is working with SDUSD Facilities personnel and consultants in order to evaluate the project under CEQA guidelines and finalize a site plan. The new facility will be planned and constructed in time for occupancy at the beginning of the 2017 school year. The site will have the capacity to house up to 470 students in grades 6-8.

The new site will be constructed with modular buildings with an approved DSA PC number, which are Division of the State Architecture approved modular buildings. Utilizing this building methodology will allow us to construct the campus in approximately six (6) to seven (7) months. We anticipate that the project will be approved by December 2016, with construction starting



shortly thereafter. The facility will be ready for occupancy before the beginning of the 2017 school year.

Bid Opportunity

Magnolia is seeking an experienced and qualified firm that has successfully worked with the San Diego Unified School District on similar facilities projects to respond to the posted RFP for the provision of full service architectural and engineering services for the planning, approval and development of the site.

Following Magnolia Public Schools' established policy an RFP was issued on August 7, 2016 and posted to the Magnolia website. Architecture firms in San Diego were contacted alerting them to the bid opportunity and to discuss the project and clarify any questions.

Selection Criteria:

1. Familiarity and experience with Division of the State Architect regulations for the design and construction of K-12 public schools including structural design, fire life safety and ADA accessibility.
2. Successful completion of K-12 public school facility projects of similar scope.
3. The ability to work in an efficient manner and deliver the project on time and on budget.
4. A successful working relationship with the SDUSD Facilities personnel.

Bid Analysis

A bid was received from Westberg & White Inc., a full service architectural firm. The amount of the bid is in line with architectural services for educational facilities projects in Southern California and falls within the development budget allocated for soft costs.

The firm meets and exceeds the selection criteria and the selection committee recommends that a contract be awarded to Westberg & White Inc. for architectural services for MSA SD.



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

August 19, 2016

Dion Harrington, Senior Project Manager
SAN DIEGO UNIFIED SCHOOL DISTRICT
Facilities Planning & Construction
4860 Ruffner St., Annex Rm. 4
San Diego, CA 92111-1522

Re: Magnolia Science Academy
W+W Project No.: 16030

Dear Dion:

Thank you for the opportunity to present this proposal to provide architectural services for Magnolia Science Academy modular building campus to be constructed at 6525 Estrella Avenue, San Diego, CA. The site is the existing De Anza Child Development Center.

We understand that our Program is to provide for the placement of DSA Approved PC units:

1. 16 - Portable General Classrooms without sinks.
2. 2 - Portable Science Classrooms with sinks.
3. 1 - Portable Administration Building with Staff Restrooms.
4. 1 - Multi-Purpose Building with Prep Kitchen and Restrooms.
5. 1 - Portable Restroom Building for Boys and Girls.
6. Sprinkler system design (if needed) is provided by the portable manufacturer.
7. Foundation design is by portable manufacturer.

This proposal will be to provide site planning, soils report, civil engineering, electrical/plumbing engineering, cost estimating and food service design. Our Scope of Services is as follows:

SCOPE OF SERVICES

A. Design Development Phase

1. Develop New Site Plan.
2. Identify that the existing access and parking areas are to remain except for the necessary revisions to be ADA parking compliant. For instance the existing parking area that is designated at the entry off Estrella Avenue will be eliminated.
3. Identify that the existing asphalt pavement (AC) and decomposed granite (DG) areas are to remain.
4. Existing Sports Court markings are to remain and new markings or equipment will not be added.
5. Provide for new Low voltage access on site.
6. New electrical service may be needed.
7. Limited existing fencing will be removed.
8. A lunch/shade shelter is not anticipated at this time.
9. Landscape and Irrigation will remain in place.



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

Dion Harrington, Senior Project Manager
August 19, 2016
Pg. 2

B. Construction Document Phase

1. Provide plans and specification documents for placement of the Portables.
2. Submit documents for district review at 50 and 100 percent completion stages.
3. Provide professionally prepared cost estimates at the 50 and 100 percent completion stages.

C. DSA Submittal Package

1. Provide necessary documentation for DSA review and approval of Contract Documents.
2. Provide services to submit and process the DSA submission.

D. Construction Administration

1. Provide bi-weekly support throughout the Construction Phase.
2. Provide project closeout and as-built services.

COMPENSATION AND SCHEDULE OF PAYMENTS as follows:

A.	Compensation	\$156,508.00
	Basic Fixed Fee: Billed Monthly on Percentage of Work Completed	
B.	Schedule of Payments	
	1. Schematic Design	\$8,501.00
	2. Design Development Phase	\$23,252.00
	3. Construction Document Phase	\$62,744.00
	4. Bidding & Award Phase	\$5,650.00
	5. Construction Administration Phase	\$14,351.00
	6. Project Closeout Phase	\$5,210.00
C.	Additional Consultants/Engineering	
	7. Topographic Survey	\$6,800.00
	8. Geotechnical Report	\$8,460.00
	9. Environmental Soils	\$6,540.00
	10. Storm Water Pollution Prevention Report (SWPPP) (if required)	\$4,500.00
	11. Water Quality Technical Report (WQTR) (if required)	\$3,500.00
	12. City of San Diego Fire Water Lateral / EMRA (if required)	\$2,000.00
	13. New Electrical Service	\$5,000.00
	TOTAL COMPENSATION FOR PROFESSIONAL SERVICES	\$156,508.00



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

Dion Harrington, Senior Project Manager
August 19, 2016
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We appreciate this opportunity to provide architectural services for the Magnolia Science Academy and look forward to working with you and the school to see this project constructed. Please let me know if you have any questions or need additional information or revisions.

Sincerely,

Frisco White, AIA

FW/mo

Attachments: Fee Proposal Support Documents

FIXED FEE MATRIX

Firm Name: Westberg + White, Inc.
School Site: Magnolia Science Academy
Agreement No.: _____
Date Prepared: August 19, 2016

Construction Estimate: \$ _____

Project Number (PCM): _____
Budget Account: _____
Project ID (PS): _____
Resource Type: _____

Architecture and Engineering Fees :
 (Including Expenses)

Activity ID (PS):		10		25		40		5		15		5		TOTAL FEES	Total Hours	Percent Specialty
WBS (PCM):		.D.20.20		.D.20.30		.D.20.40		.G		.H.35		.M				
Firm Name	Personnel*	Schematic Design		Design Develop. Phase		Const. Doc. Phase/DSA Appr.		Bid & Award Phase		Construction Admin. Phase		Project Closeout				
		Costs	Est Hrs	Costs	Est Hrs	Costs	Est Hrs	Costs	Est Hrs	Costs	Est Hrs	Costs	Est Hrs			
Architect		\$2,451.00		\$6,127.00		\$9,804.00		\$1,225.00		\$3,676.00		\$1,225.00		\$24,508.00	0	20.5%
CONSULTANTS																
BergerABAM	Civil	\$0.00		\$2,000.00		\$12,000.00		\$1,400.00		\$1,600.00		\$960.00		\$17,960.00	0	15.0%
Turpin &Rattan	Electrical/Technology	\$4,600.00		\$11,500.00		\$18,400.00		\$2,300.00		\$6,900.00		\$2,300.00		\$46,000.00	0	38.4%
Turpin &Rattan	Plumbing	\$450.00		\$1,125.00		\$1,800.00		\$225.00		\$675.00		\$225.00		\$4,500.00	0	3.8%
FSDG	Food Service	\$1,000.00		\$2,500.00		\$4,000.00		\$500.00		\$1,500.00		\$500.00		\$10,000.00	0	8.4%
Waller Consulting	Cost Consultant	\$0.00		\$0.00		\$16,740.00		\$0.00		\$0.00		\$0.00		\$16,740.00	0	14.0%
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	0.00%
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	0.00%
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	0.00%
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	0.00%
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	0.00%
TOTAL FEES:		\$8,501.00	0	\$23,252.00	0	\$62,744.00	0	\$5,650.00	0	\$14,351.00	0	\$5,210.00	0	\$119,708.00	0	

Specialized Services: (For Example: Topo., Geo., Haz. Matls., etc...)

Firm Name	Item	Costs	Est Hrs	10% Markup	Total Add'l Fees	Activity ID (PS)	WBS (PCM)
Group Delta	Geotechnical Investigation	\$8,460.00		\$0.00	\$8,460.00		
Group Delta	Environmental Soils	\$6,540.00		\$0.00	\$6,540.00		
BergerABAM	Aerial Topographic Survey	\$6,800.00		\$0.00	\$6,800.00		
BergerABAM	SWPPP (if required)	\$4,500.00		\$0.00	\$4,500.00		
BergerABAM	WQTR (if required)	\$3,500.00		\$0.00	\$3,500.00		
BergerABAM	Fire Water / EMRA (if required)	\$2,000.00		\$0.00	\$2,000.00		
Turpin & Rattan	New Electrical Service	\$5,000.00		\$0.00	\$5,000.00		
		\$0.00		\$0.00	\$0.00		
TOTAL ADDITIONAL FEES:		\$36,800.00	0	\$0.00	\$36,800.00		

TOTAL: \$156,508.00

Blue Boxes are for District use only.



GROUP DELTA

Westberg + White, Inc
1775 Hancock Street, Suite 120
San Diego, California 92110

August 16, 2016
Document No. 16-0154

Attention: Mr. Frisco White

Subject: **SCOPE AND FEE FOR GEOTECHNICAL INVESTIGATION**
Magnolia Science Academy Portable Buildings
6525 Estrella Avenue
San Diego, California 92120

Mr. White:

As requested, we are submitting this scope and fee estimate to provide design recommendations for the proposed Magnolia Science Academy Portable Buildings in San Diego, California. This proposal includes geotechnical consulting services as well as preliminary screening of the on-site soils for hazardous materials per request of the San Diego Unified School District. We understand that the project will consist of site improvements and subgrade preparation for 18 portable classroom buildings, a portable multi-purpose building, a portable administration building, and a portable student restroom building.

In preparing this scope and fee estimate we have reviewed the available site plan provided by you. Based on our review, and our experience with similar investigations, we have prepared the following scope of work.

SCOPE OF WORK - GEOTECHNICAL INVESTIGATION

The following scope of work is intended to provide you and your project team the geotechnical information necessary for design and construction of the proposed improvements. Our services will consist of the following:

- Review geologic and geotechnical reports relevant to the existing site conditions.
- Coordinate site access with school personnel, mark out the proposed boring locations, and hire a subcontracted utility locating service to clear the proposed boring locations with respect to underground utilities.
- Perform geotechnical borings in the proposed portable building areas. We propose to advance small diameter (8-inch) borings using truck mounted or limited-access drilling equipment in selected locations to evaluate the subgrade conditions in areas where new portables are planned, or in any areas where existing pavements are distressed, or appear to be underlain by soft subgrade materials. We propose to drill up to 8 borings at the site using one day of drill rig rental time. We assume that access to the site will be granted, including access through locked gates. The borings will be 5 to 10 feet deep, or until practical refusal of the auger is reached at a shallower depth. Samples will be collected for testing and analyses, including California ring samples, Standard Penetration Test (SPT) samples, and bulk soil samples.
- An engineer will log the borings and collect relatively undisturbed and bulk soil samples.
- We will backfill the borings and return the ground surface to the original condition, including asphalt

9245 Activity Road, Suite 103, San Diego, CA 92126 TEL: (858) 536-1000
Anaheim – Irvine – Ontario – Oakland – San Diego – Torrance – Victorville
www.GroupDelta.com

Scope and Fee Estimate
 Magnolia Science Academy Portables
 Westberg + White Architects

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 Document No. 16-0154
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or concrete patches where necessary.

- Perform laboratory testing of selected soil samples obtained from the borings to assess the pertinent physical characteristics of the onsite soils. Testing may include soil classification, Atterberg Limits, soil corrosion and expansion, direct shear and R-Value.
- Perform engineering analysis to develop recommendations for site preparation, remedial grading, portable building subgrade support, and site drainage and moisture protection.
- Prepare an illustrated report presenting our findings, conclusions and geotechnical recommendations for site development.
- Perform a review of the 100% Design Drawings and Project Specifications for consistency with the geotechnical recommendations, if needed.

SCOPE OF WORK - ENVIRONMENTAL TESTING

Per your request, we have included the cost of environmental sampling and testing of subgrade soils. Our proposed services will consist of the following:

- Collect samples at 12 inches and 5 feet below existing ground surface at each boring location. For cost estimating purposes, we have assumed two samples per boring (12 inches and 5 feet) for a total of 12 samples.
- Subcontract with a State of California certified laboratory to perform analytical testing of the 12 soil samples. Each sample will be tested for: 1) Total Petroleum Hydrocarbons (TPH) by EPA Method 8015 Modified, 2) Volatile Organic Compounds (VOC's) by EPA Method 8260B, 3) Semi-VOC's by EPA Method 8270C, 4) California toxic metals total concentration for antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc, and 5) Asbestos by California ARB Method 435.
- Preparation of a letter report summarizing the laboratory test results.

FEES

We propose to perform the outlined scope of work for a lump-sum fee of **\$15,000** in accordance with the attached 2016 Fee Schedule. We also understand that the scope of work **does** require prevailing wage rates. An itemized breakdown of our fee is provided below:

Boring Markout/Utility Locating	\$800
Drilling/Sampling/Field Personnel	\$3,660
Laboratory Testing	\$1,500
Engineering Analysis/Report Preparation.....	\$2,000
Plan & Specification Review.....	\$500
TPH (EPA 8015B Modified) \$55/ea.	\$660
Volatile Organic Compounds (EPA 8260B) \$70/ea.	\$840
Semi-VOC's (EPA 8270C) \$135/ea.....	\$1,620
Title 24 Metals (EPA 6010B) \$135/ea.	\$1,620
Asbestos (ARB Method 435) \$150/ea.....	\$1,800
Field Sampling & Delivery to Lab	\$ n/c
	TOTAL \$15,000



Scope and Fee Estimate
Magnolia Science Academy Portables
Westberg + White Architects

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We have assumed that the site soils and groundwater have no contamination that would necessitate the obtaining of special environmental permits or soil disposal permits. The cost of our services will not exceed the fee described above unless unanticipated conditions are encountered which would warrant additional investigation or analysis, or if our scope of work changes. Your authorization will be necessary before any additional work or increase in charges is incurred.

We appreciate the opportunity to submit this cost estimate and look forward to working with you on this project. We can provide you with a formal proposal for authorization if you would like to proceed with the services described above. If you have any questions, please do not hesitate to contact us.

GROUP DELTA CONSULTANTS



James Sanders, CEG 2258
San Diego Area Manager

Distribution: (1) Addressee, Mr. Frisco White (FWhite@WWArch.com)





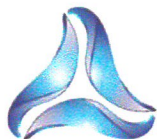
PROPOSED MODULAR SITE PLAN

MAGNOLIA SCIENCE ACADEMY
OPTION 1

6525 ESTRELLA AVE., SAN DIEGO, CA 92120

6/15/16





GROUP DELTA

GROUP DELTA CONSULTANTS, INC. 2016 FEE SCHEDULE

HOURLY CHARGES FOR PERSONNEL (Engineer/Geologist/Scientist)

SENIOR PRINCIPAL	\$295
PRINCIPAL	\$235
ASSOCIATE	\$200
SENIOR	\$185
PROJECT	\$165
SENIOR STAFF	\$155
STAFF	\$140
DESIGNER / ILLUSTRATOR / AUTOCAD	\$100
TECHNICAL / PROJECT SUPPORT / ADMIN	\$80

TESTING & INSPECTION SERVICES

PROJECT MANAGER	\$175
QUALITY CONTROL MANAGER	\$155
LABORATORY MANAGER	\$140
SENIOR ENVIRONMENTAL TECHNICIAN	\$140
ENVIRONMENTAL TECHNICIAN	\$100
TECHNICIAN / INSPECTOR - PREVAILING WAGE	\$105
TECHNICIAN / INSPECTOR – NON-PREVALING WAGE	\$85

CHARGES FOR EQUIPMENT

VEHICLE:	
FIELD VEHICLE	\$ 8.00/hour
MILEAGE (PER CURRENT IRS RATES)	\$ 0.54/mile
NUCLEAR DENSITY GAUGE	\$ 8.00/hour

OTHER CHARGES

Outside services will be charged at cost plus 15 percent. Technician and support personnel time for work over eight (8) hours per day will be charged at 1.5 times the regular rates. Holidays, hours over 12, and weekends hours (all hours) will be charged 2.0 times the regular rates.

LITIGATION FEES

Fees for participation in deposition, arbitration, trial, etc., will be charged at an hourly rate of \$400 per hour, 4-hour minimum, portal to portal.

TERMS & CONDITIONS

RECOGNITION OF RISK

Client recognizes that the interpretations and recommendations of Group Delta Consultants, Inc. (GDC) are based solely on the information available to GDC. Client further recognizes that surface and subsurface conditions can vary from those encountered at the times and locations where data are obtained by GDC, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions despite the use of due professional care.

GDC will not be responsible for the effect on any opinion rendered hereunder of unknowns such as acts of others on adjacent properties, variables of nature including but not limited to earthquakes, masking of rocks by heavy ground cover or the works of man, acts of God or other variables beyond the control of GDC.

GDC shall write reports so as to meet the administrative requirements of local governmental agencies; however, as the decisions of such agencies are discretionary, GDC does not guarantee the approval of its reports or of Client's project by any governmental agency.

PROFESSIONAL RESPONSIBILITY

GDC represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

General INDEMNIFICATION – Other than Professional Services

GDC agrees to indemnify, hold harmless and defend Client from and against any and all loss, expenses, including reasonable attorney's fees, injury, damage, to property or person, liability, arising out of the services performed by GDC except where such loss, injury, damage, liability, cost, expenses or claims are the result of the negligence or willful misconduct of Client, its agents, employees, officers, directors or shareholders;

PROFESSIONAL SERVICES INDEMNITY

GDC agrees to the fullest extent permitted by law, to indemnify and hold Client harmless from any damages, liability or cost to the extent caused by GDC established and adjudicated negligence and only in direct proportion thereto. GDC is not obligated to indemnify the Client in any manner whatsoever for the Client's negligence, whether active, passive or otherwise. The Client is not obligated to indemnify the Consultant in any manner whatsoever for GDC negligence, whether active, passive or otherwise. GDC shall defend itself from any actual or alleged claims arising from the GDC's services under this Agreement. GDC agrees to compensate the Client for reasonable attorney fees or expenses incurred to defend the Client from any claims that are ultimately determined by an adjudication (or formal dispute resolution process) to have been caused by and only in direct proportion to GDC negligent performance.

Client agrees to indemnify, hold harmless and defend GDC from any against any and all loss, expenses including reasonable attorney's fees injury, damage, to property or person, liability, costs and/or claims caused by the actions or inaction of the Client, its agents, employees, officers, directors or shareholders.

LIMITATION OF LIABILITY

To the fullest extent permitted by law and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of GDC, its officers, directors, members, partners, agents, employees and consultants to the Client and anyone claiming by, through or under Client for any and all claims, loss, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including but not limited to professional negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations or warranty express or implied of GDC or its officers, directors, members, partners, agents, employees and consultants shall be limited to an amount not to exceed \$50,000 or the fee of GDC, whichever sum is greater.



For any damage caused by negligence other than professional negligence, GDC's liability, including that of its employees, agents and subcontractors, in the aggregate under this Agreement, shall not exceed the available limits of GDC's comprehensive general and automobile liability, as applicable, insurance coverage.

In no event shall either GDC or Client be liable for consequential damages, including, without limitation, loss of use, loss of profits, fines, penalties or the additional costs of completing the development of the property described herein above due to delays, incurred by one another or their respective subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or non-professional, of either of them or their agents, employees, subcontractors, officers, directors or shareholders.

METHOD OF CHARGING AND PAYMENT CONDITIONS

GDC will submit the invoices to Client as stated in the proposal or periodically and a final invoice will be submitted upon completion of our services. All retainers are held for credit to the final invoice. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Payments shall first be applied to accrued interest and to the principal unpaid amount. Client specifically agrees further to pay all expenses and costs, including but not limited to GDC's staff time at GDC's current Schedule of Fees, attorneys' fees, and court and other costs associated with collection of past due accounts.

If any invoice for work performed by GDC is outstanding and unpaid for a period in excess of 90 (ninety) days, the Client agrees that, in addition to any other remedy which may be available to it, GDC may stop work, withhold reports/plans, and submit such invoice to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as the same may be in effect at the date of such submission, and that judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof.

ESTIMATED CHARGES AND PAYMENT CONDITIONS

GDC charges are only estimated and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation unless it is expressly so stated in writing.

ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the services contemplated hereunder, time schedules are only estimated schedules which are subject to revision unless specifically described as otherwise herein.

RIGHT OF ENTRY

The Client will provide for right of entry for GDC personnel, and for any other personnel and all equipment necessary in order to complete the work. While GDC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement. The client agrees to indemnify and hold GDC harmless from any liability for any damage so caused by the performance of such work, unless caused by the gross negligence or willful misconduct of GDC or its personnel.

SUBTERRANEAN STRUCTURES OR UTILITIES

Client shall indemnify and hold GDC harmless for damage or injury arising from damage to subterranean structures or utilities (pipes, tanks, telephone cables, etc.) that are not called to the attention of GDC or are not correctly shown on the plans furnished to GDC, in connection with work performed by GDC.

CONSTRUCTION PROCEDURES

GDC shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs. GDC testing or inspection of portions



of the work of other parties on project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans and specifications.

SAMPLES

GDC will retain all soil and rock samples for thirty (30) days following exploration. Further storage or transfer of samples can be made at an agreed expense upon Client's written request.

HAZARDOUS SUBSTANCES

Unless specifically included in the "Scope of Services," this Agreement does not include any services (including detection or identification) relative to any substances which might be considered hazardous by an applicable regulations.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by GDC, as instruments of service, shall remain the property of GDC. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and GDC.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other for breach of this Agreement, or for failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based on such breach or failure, shall be barred in two (2) years from the time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the substantial completion of GDC's services.

DISPUTES

Any claims, disputes or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to any binding dispute resolution.

In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including GDC's staff time at GDC's Schedule of Fees in effect at the time of such dispute, court costs, attorneys' fees and all other claim related expenses.



10525 Vista Sorrento Parkway, Suite 350, San Diego, California 92121-2745
858/500-4500 • 858/500-4501 Fax • www.abam.com

12 August 2016

Mr. Frisco White, AIA
Westberg + White, Inc.
1775 Hancock Blvd
San Diego, CA

Project: Magnolia Science Academy Portables
Civil Engineering Services, P17-023R3

Dear Mr. White:

In accordance with your request, we are pleased to submit the following proposal for the above-referenced project.

CIVIL ENGINEERING AND SURVEY SERVICES

Scope: Civil Engineering and Survey Services for the addition of eighteen (18) portables, one (1) MP portable, one (1) admin portable, and one (1) restroom unit, at the pre-developed De Anza site. We understand that utility services are available for the buildings within 100 feet. This proposal is based on information you transmitted to our office on August 5th, 2016.

Task 100: **Preparation of Site Survey**, consisting of field topographic survey at 1 inch = 20 scale and 1-foot contour intervals, covering the entire parcel to the curb line on two adjacent streets and to the south and east property lines. Obtain a new title report on the property.

Fee 100: Lump Sum..... \$6,800

Task 101: **Civil Engineering Services for On-site Improvements**, consisting of preparation of construction documents for on-site demolition, grading, gravity storm drainage, gravity sewer laterals, domestic water supply, hydrology calculations, and horizontal and vertical control.

Fee 101: Lump Sum..... \$15,400

Mr. White
 12 August 2016
 Page 2

Task 102:	Civil Engineering Construction Contract Support Services , consisting of responding to requests for information (RFIs), reviewing contractor submittals, and attending site meetings if requested.	
Fee 102:	Lump Sum.....	\$1,600
Task 103:	Preparation of "As-Built" Record Drawings , from redline markup prints provided by the contractor.	
Fee 103:	Lump Sum.....	\$960
Task 104:	Preparation of Stormwater Pollution Prevention Plan (SWPPP) , if required, consisting of SWPPP in accordance with federal National Pollution Discharge Elimination System (NPDES) requirements.	
Fee 104:	Lump Sum.....	\$4,500
Task 105:	Preparation of Water Quality Technical Report (WQTR) as required by the City of San Diego , consisting of preparation of WQTR required by the City of San Diego, if required.	
Fee 105:	Lump Sum.....	\$3,500
Task 106:	Preparation of City of San Diego "C" Sheet for Fire Water Lateral and EMRA , consisting of developing a "C" sheet for submittal and permit to the City of San Diego, including required EMRA, if required.	
Fee 106:	Lump Sum.....	\$2,000

NOTES REGARDING THE ABOVE SERVICES

1. Our services do not include off-site public improvements or off-site utilities.
2. Any additional off-site improvements, street dedications, reports, studies, surveys, or other tasks required as a result of agency requirements, which are not described above, shall be considered additional services.

Mr. White
12 August 2016
Page 3

3. BergerABAM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, unexploded military ordnance, asbestos, polychlorinated biphenyl (PCB), or other toxic substances.
4. The client shall provide BergerABAM with a current geotechnical report, which indicates recommendations for site grading, retaining walls, pavement sections, and other geotechnical recommendations pertinent to site development. The client shall provide BergerABAM with any other information needed to properly perform the scope of work.
5. Location and existence of utilities and services shall be based on record drawings and visible field evidence. No liability shall be assumed by BergerABAM for location of existing utilities and services. The above scope of services does not include underground utility locating services.
6. Our services do not include design of dry utilities or mechanical utilities (gas, electric, telecommunications, fiber optic, chilled water, high temperature, hot water, etc.)
7. We understand that fire sprinkler systems or additional on-site fire hydrants are not included within the scope of this project.
8. Our services do not include capacity studies of existing on-site utility systems.
9. All deposits, fees, and charges required by any reviewing agency shall be the responsibility of the client.

Reimbursables

All printing, plotting, and deliveries required for submittals, mileage, meals during site visits, and other printing, plotting, and deliveries performed at client's request shall be reimbursable. Printing of reference drawings required for design purposes shall be reimbursable. We anticipate reimbursable expenses will not exceed \$200, and will be charged at cost plus 15 percent.

Financial Responsibility

We will bill monthly, in proportion to percentage of work completed. Any unpaid balance over 30 days after the date of original billing is subject to a monthly late payment charge, which will be 1-1/2 percent per month, applied at the sole discretion of our firm. Client agrees to limit the liability of BergerABAM, its principals and employees, to Client and all contractors and subcontractors on the project, for any claim or any action arising in tort or contract to BergerABAM's fee.

Mr. White
12 August 2016
Page 4

Payments

All payments are to be mailed to the following address.

BergerABAM
33301 Ninth Avenue South, Suite 300
Federal Way, Washington 98003-2600

This proposal is valid for a period of four months from the date issued. If services proceed after four months, our fees are subject to adjustment.

CLOSING

If this proposal is acceptable, please return a signed copy to our office. If we do not receive a signed copy of this proposal prior to notice to proceed, we will consider all terms and conditions of this proposal accepted and agreed to.

We appreciate this opportunity to propose on Magnolia Science Academy Portables. Should you have any questions, please call.

Sincerely,



William R. Lund, PE, QSD
Vice President

WRL:tg

ACCEPTED BY



T U R P I N & R A T T A N
ENGINEERING, INC.

CONSULTING ENGINEERS

4719 PALM AVENUE
LA MESA, CA 91941-5221

619 / 466 / 6224
FAX / 466 / 6233

- August 17, 2016
August 18, 2016 (Revised)

Westberg + White, Inc.
1775 Hancock Street
Suite 120
San Diego, California 92110

Attention: Frisco White

Subject: SDUSD Magnolia Science Academy at De Anza
18 Classroom, 1 Multi-Purpose, 1 Admin & 1 Restroom Portable Buildings
Electrical and Plumbing Engineering Fee Proposal
TREI P16330.S00

Dear Mr. White:

Turpin & Rattan Engineering, Inc. is pleased to present our fee proposal to provide professional electrical and plumbing engineering and design services for the above-mentioned project. In accordance with the requirements set forth in your email dated August 05, 2016 we have developed the following project description and scope of work per phase to determine the level of effort necessary to complete this project.

Project Description:

The project will consist of 18 (eighteen) new modular classroom buildings, one (1) new modular multi-purpose building, one (1) new modular administration building and one (1) new modular restroom building. The new modular building shall be located on the Magnolia Science Academy at the De Anza school site.

The electrical scope of work will include new electrical services, new MDF, site power and low voltage distribution to the new buildings. The scope of work also includes interior design for telephone, data, cable television (CATV), intrusion, intercom/public address (PA), clock, classroom audio-visual and fire alarm systems.

The plumbing scope of work will include the design and integration of building drain, waste and vent (DWV), storm/roof drain, domestic cold water and domestic hot water systems. This proposal assumes plumbing services will be for two (2) of the portable classrooms, the restrooms, and the kitchen located in the Multi-purpose building only.

PROVIDING CLIENT SATISFACTION THROUGH INNOVATIVE ENGINEERING SOLUTIONS
COUPLED WITH TEAMWORK, INTEGRITY, QUALITY AND VISION



The scope also includes franchise utility coordination, opinions of probable costs, specifications, bidding phase assistance, construction administration and record drawings.

This proposal assumes all interior lighting and power will be designed and permitted by the building manufacturer and is excluded from this proposal.

This proposal assumes the Architect will coordinate and perform the Plan Check submittal process.

[Basic Services Engineering]

Scope of Services – Schematic Design Phase:

The scope of services for the Schematic Design Phase will consist of the following tasks as itemized below.

Scope of Electrical Services

- a. Attendance at a project kickoff meeting with the client and the entire A/E team to determine the specific scope requirements, client design/drafting standards, project schedule and client expectations. Inter-discipline project milestones are critical to the project's success and will be developed at this meeting.
- b. Code search will be performed.
- c. Field investigation will be performed to confirm information shown on Client provided as-built drawings and to determine visible as-built conditions as they relate to the project area.
- d. Preliminary calculations for new electrical service sizing will be completed. District shall request a 12 month billing history from the electric utility or provide copies of the previous 12 utility invoices to allow us to determine service kW demand loading history, as required by the Electrical Code.
- e. Preliminary contact with the electric, telephone and cable television utilities will be accomplished to determine point of service, service requirements, location of transformer pad, and if any off-site improvements are required to bring service to the site.
- f. A conceptual power distribution system single line diagram will be developed.
- g. Signal sub-system riser diagrams will be prepared for the electrical system and various sub-systems.
- h. Coordination with Architect to determine space requirements for the electrical power, technology and signal systems equipment.
- i. Location and size of Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) room(s) will be established.
- j. Conceptual telecommunications network design prepared for the client's review.



Scope of Plumbing Services

- a. Preliminary domestic cold, domestic hot water, and DWV calculations will be performed to determine demands and requirements.
- b. Preliminary coordination will be performed with the civil engineer to determine locations for utility connections within 5 feet of the building.

Scope of Services - Design Development Phase:

The scope of services for the Design Development Phase will consist of the following tasks, engineering, design and drawings suitable for the client's review of the electrical and plumbing systems being proposed for this project. The design development submittal will include the following tasks and electrical and plumbing systems as itemized below.

Scope of Electrical Services

- a. Contract Documents will be updated at the start of each phase to reflect the Architect's and Client's review comments.
- b. Equipment lists and associated catalog cut sheets will be provided by the Owner for any Owner furnished equipment requiring electrical connections.
- c. Coordination among the A/E team members will continue throughout the design phases.
- d. Preliminary site electrical distribution system designs, to include routing of site electrical power and signal systems distribution. Location of the new transformer pad will be shown if design information is available from the electric utility.
- e. Location of all applicable switchboards, panelboards, fire and intrusion alarm panels, telecommunications signal backboards, MDF/IDF's and HVAC equipment will be indicated.
- f. Preliminary power distribution system single line diagram will be further developed.
- g. Verification of space requirements for power distribution and signal systems equipment will be completed.
- h. Wiring devices, fire alarm heat/smoke detectors, speakers/horns and strobes, and intrusion sensors will be shown on floor plans, without circuiting.
- i. Development of riser diagrams for all electrical sub-systems will continue, i.e., telephone, data, cable television (CATV), intrusion, card access, closed circuit television (CCTV), intercom, clock, classroom audio-visual and fire alarm systems.
- j. Location of all telephone/data outlets will be indicated. Preliminary designs of horizontal distribution to workstations with Client specified cable will be completed.



- k. Panelboard schedules and other load calculations will be started and updated throughout the design process.
- l. Telecommunication system design shall comply with ANSI/TIA/EIA standards and bulletins unless directed otherwise by the client.
- m. Preliminary layout of MDF and IDF rooms with space allocated for protectors, cross connections, punch-down blocks, racks and equipment.
- n. Preliminary grounding system design will be completed.
- o. Preliminary design of backbone cabling with either copper or fiber cable will be completed. Preliminary block diagram of telephone/data cabling systems will be completed.
- p. Coordination with the Architect and Building Manufacturer for routing of cable trays with respect to piping, ductwork and other building systems.
- q. Coordination and input to the Professional Cost Estimator for electrical work will be established and updated at the conclusion of each phase, to be used for budgeting purposes only.

Scope of Plumbing Services

- a. Domestic cold water, domestic hot water, and DWV piping systems design will be developed; location of water heaters and hot water circulation pumps will be determined.
- b. Preliminary DWV piping diagrams will be developed.
- c. Final verification and coordination of space requirements for plumbing equipment will be completed.

Scope of Services - Construction Document Phase:

The scope of services for the Construction Document Phase of work will consist of plans and specifications suitable for bidding purposes, which will include the following tasks and/or electrical and plumbing system designs. The contract documents will conform to the standard of care for a project of this type, size, and complexity. The design and engineering for this phase of the work will comply with accepted electrical and plumbing engineering practices.

Scope of Electrical Services

- a. Final coordination for the site electrical service with San Diego Gas & Electric will be completed. Design will include all sub-structures, duct banks, grounding, metering and transformer pads that will comply with the utility's requirements.
- b. Final coordination with the local telephone and cable television providers for the respective services. Designs will include all sub-structures and duct banks which will comply with the utility's requirements.



- c. Exterior lighting design will be completed, as required, to meet ADA path of travel requirements. Lighting design will include footcandle calculations, lighting controls, and light fixture selection for review by the client. In absence of client's specific footcandle requirements, the standards set forth by Illuminating Engineering Society (IES) will be followed. All signage (if any) will be specified by the Architect.
- d. The exterior lighting design will comply with the California Title 24 Energy Code (2013) and any outdoor lighting ordinances adopted by the local municipality.
- e. Title 24 Energy Code exterior lighting compliance forms will be completed and shown on the drawings.
- f. Floor plans and riser diagrams of the electrical sub-systems will be completed. The sub-systems shall include:
 - 1. Fire alarm
 - 2. Security System, including:
 - a. Intrusion Alarm
 - 3. Intercom/Public Address
 - 4. Cable television (CATV)
 - 5. Clock
 - 6. Classroom Audio-Visual
- g. Power distribution system single line diagram will be finalized.
- h. Panelboard schedules will be completed all panelboards.
- i. The final telecommunication system design shall comply with ANSI/TIA/EIA standards and bulletins unless directed otherwise by the client.
- j. Final layout of MDF and IDF rooms with space allocated for protectors, cross connections, punch-down blocks, racks and equipment.
- k. Final site design for the telecommunications distribution system and connection to the existing system.
- l. Grounding system design will comply with TIA/EIA 607.
- m. All telephone/data outlet locations will be finalized with the client. Final design of the horizontal distribution system to workstations with Client specified cable will be completed.
- n. Final design of backbone cabling with either copper or fiber cable and the block diagram of telephone/data cabling systems will be completed.
- o. Cable tray and/or conduit system will be completed. Coordination with the Building Manufacturer on routing of cable tray with respect to ductwork.



- p. Fire alarm DSA approval packages will be prepared consisting of catalog cut sheets, State Fire Marshal CSFM listing numbers, voltage drop calculations, battery calculations and other information required by the State Fire Marshal.
- q. Specifications will be completed for all electrical components of the project. Specifications will utilize the 2004 CSI format.
- r. Agency review and plan check corrections will be completed. Submittal to the DSA will be performed by the Architect.

Scope of Plumbing Services

- a. New work plans will be completed.
- b. Plumbing riser diagrams will be completed.
- c. Plumbing installation details will be completed.

Scope of Electrical and Plumbing Services - Bidding and Award Phase:

The scope of services during this phase of work will include the following tasks and services:

- a. Issue construction document clarifications and addenda.
- b. Respond to the bidders questions via the addendum method. The District and/or the Architect will handle all communication with the contractors.
- c. Review with the District and the Architect the contractor's bids and review any pre-construction substitutions proposed by the contractors.

Scope of Electrical and Plumbing Services - Construction Administration Phase:

The scope of services for the Construction Administration Phase will include the following tasks and services:

- a. Review of the electrical and plumbing sub-contractor's submittals for conformance with the general design concept. Submittals will be reviewed for general compliance with the Construction Documents. Reviews of each system or product will be limited to two (2) submittals. If additional reviews for the same system, not necessarily the same manufacturer, are required then the provisions of Additional Services of this proposal will apply.
- b. Attend up to two (2) construction meetings during the construction interval.



- c. Visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow us, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, keep the client informed about the progress of the work. These site visits will be concurrent with the construction meetings listed in item b.
- d. Respond to the electrical and plumbing sub-contractor's questions and inquiries regarding interpretation of the plans and specifications.
- e. Issue addenda and construction change directives (DSA CCDs).
- f. Review the contractor's testing results for compliance with specified parameters.
- g. Attend a scheduled site visit near completion of the project, to review the installation and construction, in general, and compare their conformance with the Contract Documents (plans and specifications). A second site visit will be made to recheck the items that were noted as incomplete or deficient. If additional site visits are required, the provisions of Additional Services herein will apply.

Scope of Electrical and Plumbing Services - Project Closeout Phase:

The scope of services for the Project Closeout Phase will include the following tasks and services:

- a. Preparation of record drawings using addenda (DSA CCDs) and RFI's generated during construction and from drawings prepared by the electrical and plumbing sub-contractors. The "record drawings" revisions will be computer drafted and incorporated into the record electrical and plumbing drawings. We will not be responsible for "tracking" the changes, creating markups for the contractor or visiting the site to verify the accuracy of the contractor's markups.

Services Not Included:

The following professional engineering services are not included in this proposal:

- a. Investigation of existing conditions of any "live" or energized electrical equipment that will require the removal of panel or enclosure covers. This equipment includes, but is not limited to interior wiring or bussing of panelboards, switchboards, transformers and manholes. If the building owner does not have the necessary "record drawings" of the existing systems necessary to determine the existing conditions, the client shall hire a third party, an electrical contractor, to perform this function.



- b. Investigation of existing conditions that are hidden or concealed including below grade utilities. Any existing condition that will require destructive testing to determine the existing conditions is not included. Therefore, Turpin & Rattan Engineering, Inc. cannot assume any responsibility for these “concealed” conditions or below grade conditions.
- c. Production of AutoCAD “backgrounds” or Revit models of site plans, floor plans, roof plans etc. Turpin & Rattan Engineering will be furnished with the required AutoCAD/Revit generated site and floor plans. Turpin & Rattan Engineering will be responsible for only designing and drafting the MEP systems as outlined herein in this scope of work. In the event that AutoCAD drawings of the existing floor plans are not available, Turpin & Rattan Engineering can offer services of generating AutoCAD drawings from existing scaled “hard copy” architectural drawings. Provisions of the Additional Services will apply.
- d. Mechanical design.
- e. Creation of initial as-built drawings.
- f. Engineering of corrections for unforeseen conditions.
- g. Demolition design and plans.
- h. The completion of Title 24 Energy Code Acceptance forms. These are completed by the installing contractor.
- i. Registration of project with the California Energy Commission in Sacramento (2013 Title 24 requirement in 2015) (not applicable at this time).
- j. Engagement of a third-party firm to review Construction Documents and certify Title 24 design compliance (2013 T24 requirement) (not applicable to this alteration project).
- k. Documentation that the design has solar-ready roof areas (2013 T24 requirement) (not applicable to this alteration project).
- l. 2013 Title 24 compliance including meetings, design tasks and documentation forms.
- m. APCD process documentation, site wide emissions, or pollutant burden analysis.
- n. Revit BIM modeling.
- o. Theatrical lighting design.
- p. Site lighting design other than lighting to meet ADA path of travel requirements.
- q. Design of Water Features.
- r. Specialty audio-visual and television broadcast equipment design.



- s. Interim housing design.
- t. CalOSHA/NFPA 70E Arc Flash Studies.
- u. Completion of Commissioning Plan, Commissioning Final Report, Preparation of Systems Manual and Commissioning Compliance Forms.
- v. Attendance at Commissioning Functional Performance Testing.
- w. Services as Commissioning Agent.
- x. Testing of existing generator or other emergency power sources. Existing equipment is assumed to be of adequate capacity, code compliant and in good working order.
- y. Building interior power distribution, grounding, lighting, card access, and closed circuit television (CCTV) systems.
- z. Photovoltaic (PV) system design or provisions for future PV systems.
- aa. Emergency or standby power system design beyond that required by Code.
- bb. Temporary power for construction trailers, tools, and equipment.
- cc. Off-site utility improvements.
- dd. Traffic Signal control designs.
- ee. Design of telephone switch and “active” audio-visual / security / data / and telecommunications networking, equipment (Switches, Routers, Hubs, Wireless Access Points, Security Cameras, Projectors, Audio and Display equipment etc.).
- ff. Testing of existing telephone/data cable infrastructure to determine performance and cable length.
- gg. Creation of as-built panelboard schedules. It is assumed that accurate schedules of the existing panelboard(s) showing present circuit descriptions and loading are available. In the absence of this information, the DSA may require a 30 day recording of the load on existing panelboards associated with this project to determine their suitability for use. The work must be performed by a licensed electrician, at the owner’s expense. Provisions of the Additional Services will apply.
- hh. Assessment of MEP equipment is limited to visual observation. No testing will be performed.
- ii. Electrical equipment modifications. Existing equipment to be reused is assumed to be of adequate capacity, code compliant and in good working order.
- jj. Fire sprinkler system performance specifications, design, and calculations.



- kk. Piping systems, points of connection or equipment (interceptors, pumps, ejectors etc.) more than 5 feet outside of the building line
- ll. Natural gas system design.
- mm. Grease waste system design including piping, fixtures and equipment to serve kitchen.
- nn. Science lab fixtures, equipment and systems for acid or chemical waste and disposal including sinks, drains, piping, dilution traps and neutralization tanks.
- oo. Plumbing fixture selection.
- pp. Foundation and site drainage systems and/or ground water pumping systems.
- qq. Compressed air systems.
- rr. Submittal of Food Service plans to Health Department and San Diego Food Establishment Wastewater Discharge.
- ss. Campus-wide low voltage, communications, and alarm systems and equipment upgrades.
- tt. Redesigns associated with Value Engineering.
- uu. Design to meet LEED certification requirements.
- vv. Electric utility "Savings by Design" Program or design and calculations work to evaluate and apply for energy efficiency rebates or incentives from local utility provider.
- ww. Opinions of probable construction costs. This proposal assume input will be given to the Professional Cost Estimator.
- xx. Phasing and multiple construction document packages.
- yy. Plan Check submittal and permit processing.
- zz. Any other services not specifically outlined in the Scope of Services sections above.
- aaa. The cost of all utility engineering fees, agency-filing fees, plan check fees, or permit fees imposed by any municipality in conjunction with this project.

Additional Services:

Should additional services not included in this proposal be requested, compensation shall be hourly based on the attached rate schedule for all work performed in conjunction with the additional service or a negotiated lump sum fee.

Work shall only proceed after authorization has been received from the client.



Schedule of Submittals:

Turpin & Rattan Engineering, Inc. is prepared to work with the Architect to meet any reasonable submittal dates. Progress submittals will occur at 100% SD, 100% DD, 50% CD and 100% CD milestones.

Computer & Electronic Media Standards:

All proposed fees stated in this proposal are based on using Turpin & Rattan Engineering, Inc. in-house Computer & Electronic Media standards. Client requests for other specific standards, which vary significantly from these standards, may require additional services.

The following lists Turpin & Rattan Engineering's Computer & Electronic Media standards and formats:

1. AutoCAD 2017 for CADD drawings
2. Revit MEP 2017 for Building Information Modeling
3. Microsoft Word for Specifications and Correspondence
4. Microsoft Excel for Cost Estimating and other Spreadsheets
5. SKM Powertools for Short Circuit Analysis & Coordination Study
6. EnergySoft EnergyPro for Building Energy Analysis

Ownership of Electronic Media:

Both parties hereby acknowledge mutually non-exclusive ownership of the electronic files and each party may use, alter, modify, or delete the files without consequence to the other party. Due to the potential that the information set forth on the computer disks can be modified by the client, unintentionally or otherwise, the consultant reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.

Summary of Proposed Engineering Fees:

The summary of the proposed electrical and plumbing engineering fees are lump sum amounts as indicated below:

Basic Electrical Services:

Schematic Design Phase	\$ 4,600.00
Design Development Phase	11,500.00
Construction Document Phase	18,400.00
Bidding Phase	2,300.00
Construction Administration Phase	6,900.00
Project Closeout	2,300.00
Proposed Basic Services Fee	\$ 46,000.00
New Electrical Service	\$ 5,000.00
Grand Total Proposed Electrical Fee	\$ 51,000.00



Basic Plumbing Services:

Schematic Design Phase	\$ 450.00
Design Development Phase	1,125.00
Construction Document Phase	1,800.00
Bidding Phase	225.00
Construction Administration Phase	675.00
Project Closeout	225.00
Proposed Basic Services Fee	\$ 4,500.00
Grand Total Proposed Fee	\$ 55,500.00

The fees quoted in this proposal are valid for a period of 60 days from the date of the proposal.

We appreciate the opportunity to submit our electrical and plumbing engineering fee proposal for this project. Should you or the client have any questions on the development of this proposal or the elements contained herein, we are available to meet and discuss the proposal at your convenience.

Sincerely,
TURPIN & RATTAN ENGINEERING, INC.

Vickie Fortie
Vice President

Attachments:

- Standard Rate Schedule

J:\16\16330.S00 - SDUSD Magnolia Science Academy at De Anza Portables\Proposals - Scope Mod\16330.S00 Proposal Revised 08-18-16.doc



**ENGINEERING
FEE SCHEDULE 2016**

A. Engineering and Design

- Principal \$185.00 per hour
- Professional Engineer 165.00 per hour
- Project Manager 135.00 per hour
- Senior Designer 125.00 per hour
- Designer 115.00 per hour

B. Computer Aided Drafting

- Senior CADD Technician 90.00 per hour
- CADD Technician 80.00 per hour

C. Report/Specification/Letter Typing

- Administrative 80.00 per hour

Federal Tax I.D. No.: 95-3900518

14 REG



1202 MARKET STREET
SAN DIEGO, CA 92101
TEL: (619) 239-8156
FAX: (619) 239-2686

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INNOVATIVE FOOD SERVICE DESIGN

August 12, 2016

Westberg + White, Inc.

1775 Hancock Street; STE 120

San Diego, CA 92110

Attn: Frisco White

Phone: 619-542-1188

Email: white@wwarch.com

Project Name: Magnolia Science Academy

Project Location: 6525 Estrella Avenue, San Diego, CA 92120

Dear Mr. White,

Food Service Design Group is pleased to submit this agreement outlining our services to provide food service design for the above project. Our area of responsibility would consist of a food service design for the kitchen at Magnolia Science Academy.

Food Service Design Group understands the scope of work to be:

- The new kitchen will be approximately 400sf.
- The kitchen will be located in a portable multipurpose building.
- Exhaust hood will be required if any cooking is done on-site.
- Grease interceptor will be required.
- Fire suppression drawings will not be included in our scope of work.
- Drawings will be submitted to architectural team in PDF and DWG formats.
- Submission fees will be in addition to this contract and paid for by the Client.

I SCHEMATIC DESIGN

1. Develop floor plans for the cooking equipment based on the approved program and the architect's preliminary plans.
2. Upon approval of floor plan design, prepare 1/4"-1'-0" scale itemized preliminary equipment floor plans and coordinate plans with the Architect, the design team, and the interior designer.

II DESIGN DEVELOPMENT

1. Prepare a list of all food service equipment in accordance with above plans.
2. Prepare catalog cut-sheets showing all standard manufactured equipment.
3. Prepare itemized budget estimates for food service equipment.
4. Revise the plans, cut-sheets and budgets as required.
5. Prepare itemized schedule of preliminary utility requirements for each item of food service equipment. The engineers will utilize this information and the catalog cut-books during the preparation of their design development documents.

III CONSTRUCTION DOCUMENTS

1. Upon approval of above work prepare the following drawings in 1/4"-1'-0".
 - a. Final itemized food service equipment plans
 - b. Plumbing rough-in plans showing all compressed air, steam, water, waste, and gas requirements for the equipment for use by the engineers.
 - c. Electrical rough-in plans showing all electrical requirements for equipment for use by the engineers.

Client's Initials: _____



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- d. Ventilation plans showing product cooking equipment exhaust requirements and equipment ventilation requirements for use by the engineers.
- 2. Construction Documents Submittal
 - a. Prepare written specifications, elevations, and details as required.
 - i. Standard Equipment - food service items selected from available manufactures.
 - ii. Custom Equipment – food service items specially developed fir this project
 - iii. Specifications will be provided in a format that suits the Architect and Owner
 - b. Submittal to FEWD and San Diego County Department of Environmental Health (DEH)
 - c. Review FEWD and DEH comments and revise plans if required.
 - d. Obtain FEWD and DEH approval.
 - e. Review DSA comments and revise plans if required.

IV BID AND AWARD

- 1. Review of specifications submitted by kitchen equipment contractors.

V CONSTRUCTION ADMINISTRATION

- 1. Review shop drawings of contractors, correct if necessary and process through agreed upon channels.
- 2. Review and response to any RFIs regarding the food service area

VI PROJECT CLOSE OUT

- 1. Review complete work and prepare punch lists noting differences from plans, details and specifications and corrections required.
- 2. Create As-built Plans
- 3. Two trips to Magnolia Science Academy upon construction completion.
 - a. First trip to create food service punch list and documentation for as-builts.
 - b. Second trip to verification completion of items listed on the punch list

Our fee for the above services will be.....\$10,000.00 (dollars)

**The design fee includes three (3) sets of drawings to be submitted to the Health Department. This fee does not include Health Department plan check fees. Any additional printing will be charged at \$6.00 per sheet.*

Payable as follows:

- 25% Upon completion of Schematic Design
- 25% Upon completion of Design Development Phase
- 35% Upon completion of Construction Documents
- 5% Upon completion of Bid and Award Phase
- 5% Upon completion of Construction Administration Phase
- 5% Upon completion of Project Close-out (As-Builts)
- 100% TOTAL**

If additional design services are requested, the client will be billed at a rate of:

Project Design Manager: \$ 170.00 per hour
Foodservice Designer: \$ 130.00 per hour

Client's Initial: _____



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If you desire Food Service Design Group to render services not specified in this contract, a written agreement shall be made. **Services of a licensed architect or engineer are not included.** Should these be required it will be the client's responsibility to obtain and pay for such services. Further, this proposal is for Foodservice Design only as it relates to the requirements of the San Diego County Health Department (D.E.H.) and FEWD. All other municipalities or agency's requirements are excluded.

Preliminary floor plan must be approved and signed by customer before construction documents can be produced. If the customer desires any design changes after approval of preliminary floor plan, there will be an additional charge. The scope of this agreement shall include a maximum of (3) three preliminary floor plans and (1) one final design.

Termination: This agreement may be terminated by the client with three (3) days written notice if and only if client loses or does not consummate occupancy of premises for which these plans are intended. Client shall compensate Food Service Design Group for services through the period of notice, and thereafter. There will be no refund of deposits in the event that the deposit amount exceeds the amount of services performed upon termination of this design agreement. All services shall be provided within one year of agreement. Projects not completed within this period due to client default or abandonment shall be void and full balance due immediately.

Thank you for giving us this opportunity to submit this proposal to you.

Wen Ko
Senior Food Service Designer

Accepted by _____

Food Service Design Group

Printed Name _____

For (Firm) _____

Tod Firoto

Date _____ 20 _____

President

ACCEPTANCE OF THIS PROPOSAL IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
THIS PROPOSAL IS FOR ACCEPTANCE WITHIN 10 DAYS AND IS SUBJECT TO CONFIRMING PURCHASE ORDER AND/OR CONTRACT.
THIS PROPOSAL IS MADE SUBJECT TO THE ARRANGEMENT OF TERMS OF PAYMENT. THERE ARE NO PROMISES, AGREEMENTS OR UNDERSTANDING NOT EXPRESSED