



REVISED	
Board Agenda Item #:	III-B. Action Items
Date:	December 13, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “MPS Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Work Order #4 for the MSA-1 Rehab Investigation Project

I. Proposed Committee Recommendation(s)

Staff moves that the MPS Board approve Work Order #4 (a draft of which is attached as Exhibit A) in order for Oltmans Construction Company (“Oltmans”) to complete certain exploratory work at the existing MSA-1 building at 18238 Sherman Way for an amount not to exceed \$4,500.00 to be billed on a time and material basis.

The work contemplated by Work Order #4 has not been started.

II. Background

A. Description of MSA-1 Projects

There are two projects currently underway at MSA-1: (i) a new construction project at 18220 W Sherman Way (“**18220**”) that will eventually house MSA-1’s high school population (the “**New Construction Project**”) and (ii) a rehabilitation investigation project of the existing building at 18238 W Sherman Way (“**18238**”) that will eventually house MSA-1’s middle school population once the New Construction Project is completed (the “**Rehab Investigation Project**”). The contract for the New Construction Project was awarded to Oltmans.

B. Prior Approvals

At the October 11, 2018 MPS Board meeting the MPS Board approved (1) the Standard Form of Master Agreement between Owner and Contractor (AIA Document A121™-2014) (the “**Master Agreement**”) for discrete scopes of work to be performed at 18238; and (2) Work Orders #1 and #2 for, respectively, (a) masonry infill at 18238 along the wall adjacent to the New Construction Project and (b) removal and replacement of drywall for seismic engineering



investigation of 18238 connections per drawings and direction of Structural Engineer Brandow & Johnston.

At the December 5, 2018 Facilities Committee meeting, the Facilities Committee approved the motion to recommend approval to the MPS Board of Work Order #3 for investigatory work on the roof of the existing building.

C. The Rehab Investigation Project

The purpose of the Rehab Investigation Project at 18238 is to define a scope of work for a rehabilitation project that can then be bid out (the “**Rehab Project**”). The goal of the rehabilitation is to bring 18238 up to seismic code, upgrade the failing HVAC system, and upgrade the outdated electrical system. MPS secured the services of various independent contractors to perform the Rehab Investigation Project. MPS has contracts with the following entities: (a) Brandow & Johnston for structural engineering services, (b) Pacific Engineers Group, Consulting Electrical Engineers for electrical services, and (c) Maroko & Shwe, Inc., for mechanical services (i.e., HVAC redesign). Contracts with these entities were approved at the June 14, 2018 MPS Board Meeting and are attached hereto, respectively, as Exhibits B-1, B-2, and B-3.

D. Proposed Work Order #4

In order to complete the Rehab Investigation Project, certain additional investigatory work needs to be completed. The design team has almost completed its feasibility study and design package. In order for them to complete it, they require that some exploratory demolition be undertaken to find out what structural system is in place in a few areas. Since no drawings exist for the school, they need this field information to be able to prepare sections and elevation at Sherman Way side of the building.

Specifically, the design team needs to find out what is supporting the Sherman Way upper building area, what is supporting the window opening and roof framing at the wall parallel to the sidewalk, whether the roof framing is above the window or below the roof, and what is the depth of the structural support. See attached Exhibit C. **None of the work contemplated under Work Order #4 has been started or will be started until the MPS Board provides approval.**

III. Budget Impacts

The MSA-1 Rehab Investigation Project will be paid for with proceeds from the 2014 bond issuance and proceeds from repurposed CSFIG monies. As of October 3, 2018, the balance in the 2014 bond account is approximately \$680,000. In addition, MPS Staff believes that it will be able to repurpose a portion of the Charter School Facility Incentive Grant (“**CSFIG**”) awarded to MSA-1 from the New Construction Project to the Rehab Investigation Project and Rehab Project. It expects that it will repurpose up to \$500,000 of the CSFIG award.



Exhibits

Exhibit A – Work Order #4 (draft)

Exhibit B-1 – Brandow & Johnston Contract

Exhibit B-2 – Pacific Engineers Group, Consulting Electrical Engineers Contract

Exhibit B-3 – Maroko & Shwe, Inc. Contract

Exhibit C – Floor Plan Showing Where Additional Investigatory Work is Required



Exhibit A

Work Order #4 Draft

Exhibit A

DRAFT AIA® Document A221™ - 2018

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 4 made as of the « » day of December in the year 2018
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Magnolia Educational & Research Foundation dba Magnolia Public Schools
250 East 1st Street, Suite 1500
Los Angeles, CA 90012
Attention: Director of Facilities

and the Contractor:
(Name, legal status, address, and other information)

Oltmans Construction Company
10005 Mission Mill Road
Whittier, CA 90601

for the following PROJECT:
(Name, location, and detailed description)

Magnolia Science Academy 1
18238 Sherman Way
Reseda, CA 91335
Investigation of existing classroom building to uncover structural and other deficiencies

The Architect for the Project:
(Name, legal status, address, and other information)

Stern Architects,
2961 W. MacArthur Blvd.
Suite 120
« »

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the 20th day of September in the year 2018
(In words, indicate day, month, and year.)

form the Contract.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™-2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

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TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE AND BONDS
- 6 PARTY REPRESENTATIVES
- 7 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Work Order.

A date set forth in a notice to proceed issued by the Owner.

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Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Work Order.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than twenty (20) calendar days from the date of commencement of the Work.

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By the following date: « »

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§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

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(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ 3.2.3 Unit prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:

(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

« »

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

« »

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

« »

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

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§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed Four Thousand Five Hundred and no/100 Dollars (\$ 4,500.00), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

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§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

n/a

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§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Work shall be performed in accordance with the instructions from the architect. The scope of work consists of the uncovering of certain areas of the building for investigation by the architect and engineer.

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§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

(Insert a description of how the Contract Sum will be determined.)

« »

§ 3.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

n/a

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ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

n/a

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§ 4.2 Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

n/a

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ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance shall be in accordance with Article 15 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

n/a

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§ 5.2 In addition to insurance requirements in the Master Agreement, the Contractor shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Contractor, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

§ 5.3 Pursuant to section 15.1.7 of the Master Agreement, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 5.4 Pursuant to section 15.1.8 of the Master Agreement, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 5.5 Pursuant to section 15.1.9 of the Master Agreement, the Contractor shall procure a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 5.6 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	n/a
Performance Bond	n/a

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Work Order.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Patrick Ontiveros, General Counsel and Director of Facilities
Magnolia Public Schools,
250 East 1st Street, Suite 1500
Los Angeles, CA 90012
Mobile: 323.490.0701
pontiveros@magnoliapublicschools.org

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§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

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ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in Section 6.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 7.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

n/a

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Section	Title	Date	Pages

§ 7.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

n/a

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Number	Title	Date

§ 7.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

~~The Work under this Work Order shall be performed in accordance with the Architect's instructions for investigation as provided to Contractor under separate cover.~~

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This Work Order entered into as of the day and year first written above.

OWNER (Signature)

~~Alfredo Rubalcava, CEO and Superintendent~~
(Printed name and title)

CONTRACTOR (Signature)

~~James Woodside, Vice President~~
(Printed name and title)

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Exhibit B-1

Brandow & Johnston Contract



Proposal for Structural Engineering Services

PROJECT: Magnolia Science Academy: Feasibility Study and Seismic Evaluation
DATE: 3/9/2018

PROJECT ADDRESS: 18238 Sherman Way
Reseda, CA 91355

REQUESTED BY: Timothy Buresh
tim.buresh@primesourcecpm.com

DESCRIPTION OF STRUCTURAL ENGINEERING SERVICES:

This proposal is for a Feasibility Study and Seismic Evaluation of the existing 2-story school building.

SCOPE OF WORK SUMMARY:

- Task 1: Develop limited schematic as-built drawings to facilitate Tasks 2 & 3.
- Task 2: Structural Feasibility Study for the infill of open portions of the Second Floor Level to add classroom space.
- Task 3: A Tier 1 Seismic Screening based on ASCE 41-13.

The **Project** will involve completing three Tasks. The first is a limited set of schematic as-built drawings for use in performing the Feasibility and Seismic Studies. The as-builts will require the client open hard finishes at the direction of B&J. Up to three site visits may be required to document the existing conditions. This will include a first visit to identify locations to open, second visit after the locations are open, and a possible third follow-up visit. Documentation of foundation elements is not included in the schematic as-builts.

The Feasibility Study (Task 2) portion of the Project will be to produce conceptual framing plans and a narrative description of work required to infill portions of the second-floor level to add classroom space. The infill will require new gravity framing and possibly seismic strengthening. The conceptual information will be sufficient for a cost estimator to price. A cost estimate is not included in this proposal.

The ASCE 41 Tier 1 Seismic Screening (Task 3) is a standard first step in completing a full seismic evaluation of a building. The Screening will identify possible deficiencies that may require retrofit or strengthening. If deficiencies are identified, the next step will be to complete a Tier 2 Deficiency Based Evaluation and Retrofit for a preliminary design of retrofit measures for pricing. A Tier 2 Evaluation is not included in this proposal.

CLIENT'S RESPONSIBILITIES: Client shall provide full information regarding requirements for the Project and shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the Project. The Client or Client's authorized representative shall review documents submitted by B&J and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of B&J's services. The Client shall furnish required information as expeditiously as necessary for the orderly progress of B&J's services and B&J shall be entitled to rely upon the accuracy and completeness thereof.

Client also agrees to provide B&J with all reports regarding the findings and recommendations provided by appropriately licensed or qualified persons from surveys of the Project site and facilities.

COMPENSATION: B&J shall be paid for these services on the basis of a lump sum fixed fee which includes compensation for professional services performed by B&J and its consultants as described in this Agreement. In addition to the lump sum fixed fee, B&J shall be paid for Reimbursable Expenses and cost of professional services performed by others not specifically included in the description of services for this Agreement as described in SECTION II – Reimbursable Expenses; approved additional services as mutually agreed between B&J and Client; and Premium Payments for Overtime Work approved in advance by the Client.

ENGINEERING FEE:

Task 1: Schematic As-builts.....	\$	3,500
Task 2: Infill Feasibility Study	\$	4,000
Task 3: ASCE 41 Tier 1 Seismic Screening	\$	4,500
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Total Fee (Lump Sum)	\$	12,000

The proposed B&J engineering fees are valid for a period of 6 months from the date of proposal unless this proposal is withdrawn or otherwise revised by B&J.

ADDITIONAL SERVICES: Scope and fee for additional services, if any, will be as mutually agreed in writing by B&J and Client. Refer to ATTACHMENT A for the B&J hourly rate schedule, which is updated yearly.

GENERAL TERMS OF AGREEMENT

SECTION I. Definitions

The following are definitions of certain terms as used in this Agreement:

- A. "**Direct Personnel Expense**". Direct salaries earned by productive personnel while performing services directly related to each work assignment and by their supervisors plus the cost for mandatory and customary benefits provided by B&J to such individuals. Direct salaries are computed by using total hours employed on each work assignment multiplied by the regular hourly rate of pay.
- B. "**Overtime Work**". Hours worked by each employee in excess of the normal daily schedule or 40 hours each week, whichever is greater.
- C. "**Premium Payments for Overtime Work**". Direct salaries earned by each employee as computed using hours of overtime work multiplied by one-half the regular hourly rate of pay.
- D. "**Certify**", "**Certification**". These or derivative words when used in this Agreement or in any document developed or arising out of this Agreement or services provided by B&J hereunder, mean the provision by B&J of its professional opinion of Project conditions which result from knowledge of B&J, its employees, or consultants that is gained from visual observations that have been performed. Certification by B&J, its employees and consultants shall not relieve any other party of any contractual or customary responsibility or obligation.
- E. "**Purchase Order**". This term or such document, if used, by the Client in connection with this Project shall be considered an accounting convenience for the Client in terms of defining a basis for tracking project accounting for the Client only. All terms and conditions, if any, appearing on or attached to or referenced by a Purchase Order (other than reference to this Agreement) are void and are superseded by the terms and conditions of this Agreement.
- F. "**Cost Estimate**". This term or derivative terms mean a professional opinion provided by B&J or its consultants of the probable construction cost of the Project. In providing opinions of probable construction cost, the Client understands that B&J has no control over costs or the price of labor, equipment or materials, or over the construction contractor's method of pricing, and that the opinions of probable construction costs provided are made on the basis of B&J's qualifications and experience. B&J makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to actual bids or actual costs.

SECTION II. Reimbursable Expenses

B&J may incur expenses such as the following while performing the required services. None of these expenses are included in the Compensation for services. When requested by the Client, B&J may incur such expenses which shall be reimbursed by the Client as follows:

- A. On the basis of cost plus 15%, unless prepaid by Client, for items such as the following:
 - 1. Fees paid for securing approvals of documents prepared by B&J and its consultants by authorities having jurisdiction over the Project.
 - 2. Transportation, lodging and subsistence costs for travel to points outside Los Angeles and Orange Counties.
 - 3. Communication costs including delivery charges, express mail and postage.
 - 4. Fees and expenses for special consultants and for other services and data furnished on behalf of the Client.
 - 5. All charges relating to photographs, photostats and other special reproductions required for the Project.
 - 6. Expenses for reproduction, binding, and delivery of technical reports; of all construction documents issued to Client, contractors, B&J and others; and of all leasing data required by Client or its consultants.
- B. Travel utilizing personal vehicles shall be reimbursed at \$0.585 per mile plus tolls and parking expenses
- C. Travel utilizing shared ride services (such as Uber, Lyft, etc.) or car sharing services (such as ZipCar, etc.) shall be reimbursed on the basis of cost plus 15%.
- D. On the basis of cost for Premium Payments for Overtime Work required for the Project.

SECTION III. Payments Due

All Compensation for professional services earned and Reimbursable Expenses incurred shall be due and payable monthly upon presentation of invoices therefore, with payment of 75% of the Engineering Fee to be received prior to issuance of any construction documents for review by governmental agencies having jurisdiction. Client concurs that time is of the essence with respect to payment of these invoices, and that timely payment is a material part of the consideration of this Agreement. If payment in full is not received by B&J within 30 days after such presentation, B&J shall:

- A. Be paid a monthly service charge (not an interest charge) of 1-1/2% per month on the unpaid balance from the date of the invoice, but the payment of such charge shall not excuse the default in payment; and
- B. Have the right to:
 - 1. Suspend all work until payment is received and at no liability to B&J if Client is damaged by the suspension; and/or,
 - 2. Terminate the unperformed portion of this Agreement at no liability to B&J if Client is damaged by the termination.

Any payment received by B&J more than 30 days after presentation of invoice to Client shall first be applied to accrued service charge and then to the principal unpaid amount. Payment of invoices is in no case subject to reduction, discounting, or set-off by Client. In addition to all other amounts to be paid to B&J, Client shall reimburse B&J for all costs and expenses incurred, including consultants' and attorneys' fees and Direct Personnel Expense plus 100% for personnel of B&J, should B&J institute collection procedures, commence arbitration, or file suit to collect amounts due to B&J under this Agreement.

SECTION IV. Services

During the performance of professional services under this Agreement, instruments of service such as design studies, engineering calculations, drawings, specifications and other documents will be prepared as required to communicate the intent and detailed requirements for the Project. These documents may represent imperfect data and may contain conflicts, errors, omissions and code violations which will be corrected when identified. B&J, its employees and consultants use that standard of care, skill and diligence customarily followed by architects and engineers in this and similar communities. Construction is the sole responsibility of the Contractor(s) and B&J does not guarantee the work of any Contractor(s).

SECTION V. Ownership of Documents and Indemnity for Unauthorized Use

Reports, drawings, calculations, specifications, and other Instruments of Service, whether in hard copy or machine readable form, are and shall remain the property of B&J. Client shall be permitted to retain copies, including reproducible copies, of the reports, drawings and specifications and, following completion of the Project, the original drawings and specifications for information and reference in connection with the use and occupancy of the Project by Client. Submission or distribution of these documents to meet official regulatory requirements or for similar purposes in connection with the Project is not publication which is prohibited hereby. Client hereby releases B&J and agrees to defend, indemnify, and hold B&J, its partners, employees, and consultants harmless of, from and against any claims, loss, cost damage or expense of any nature, including attorneys' fee, arising out of, based upon, or relating to any use of these documents under any circumstances in which B&J is not then performing services on the project for which the documents are being used.

SECTION VI. Limitation of Liability and Remedy

Client agrees that, notwithstanding any law or any provision of this Agreement to the contrary, any liability related to this Agreement and the services hereunder, which is the result of the negligent acts, errors or omissions of B&J, its partners, employees, agents and consultants and any remedy therefore to Client and to all construction Contractors, Subcontractors and suppliers related to this Agreement or to the services provided hereunder, shall be limited solely to insurance proceeds in the amounts of General Liability of \$1 million single occurrence and \$2 million in the aggregate and Professional Liability to \$2 million single occurrence and \$2 million in the aggregate. ~~In no event shall any such liability or remedy for any such liability exceed an amount equal to the total Engineering Fee recorded on this Authorization which has been paid to B&J for this Project.~~ Neither the assets nor any other property of any partner, employee or agent of B&J shall be subject to any liability, claim, remedy, execution or obligation of any nature arising out of or related to this Agreement or to the services provided hereunder. Further, in no event shall either party be liable to the other for consequential damages, incidental damages, or any economic loss damages relating to this Agreement or the Project.

SECTION VII. Suspension

If B&J's work on the project is suspended for more than 120 days at the direction of the Client or Owner, the Client shall compensate B&J for all services performed by B&J prior to the suspension. When the project is resumed B&J's fees for the remaining services shall be equitably adjusted, including expenses incurred due to interruption and resumption of B&J's services and any changes in project requirements.

SECTION VIII. Termination

This Agreement may be terminated upon written notice of 7 days by Client should the Project be permanently abandoned or by B&J prior to written approval by Client of the schematic design or other initial phase documents. In the event of termination, the Compensation earned by B&J for all services performed through the period of notice shall be increased by 5%. Upon termination, all invoices presented by B&J for services and for Reimbursable Expenses shall become immediately due and payable.

SECTION IX. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be initially submitted to mediation conducted in Los Angeles, California. In the event mediation does not successfully resolve the dispute, either party may pursue resolution in a court of competent jurisdiction located in Los Angeles County, California.

SECTION X. Indemnification of B&J

Client releases and shall defend, indemnify and hold B&J, its partners, employees, and consultants harmless of, from and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses of any kind whatsoever arising out of (a) the presence of hazardous materials on the job site, (b) the dispersal, discharge, escape, release, saturation or other presence of any kind of contaminant or pollutant in connection with the Project, (c) requirements of the Americans with Disabilities Act, Public Law 101-336, which have not been incorporated into the building codes applicable to the Project, and (d) erroneous information or direction given to either Client or B&J by government officials. This SECTION X shall remain in effect and survive the suspension, abandonment, termination, or completion of this Agreement.

SECTION XI. Governing Law

This Agreement shall be governed by the laws of the State of California. Applicable governmental regulations, building codes and ordinances in effect at the date of this Agreement shall govern the professional services performed under this Agreement.

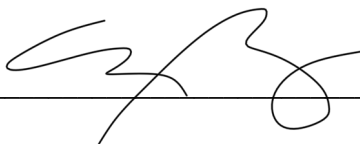
SIGNATURES


IN WITNESS WHEREOF, on the day and year first written above, the parties hereto have executed this Agreement in multiple counterparts, each of which counterpart shall be deemed an original.

BRANDOW & JOHNSTON (B&J HBK, Inc.)

CLIENT: Magnolia Public Schools
250 East 1st Street
Los Angeles, CA 90012

By: 
James Pearson, SE 4335
President

By: 


Date

CLIENT, PLEASE RETURN A SIGNED COPY AS AUTHORIZATION TO PROCEED

O:\PROPOSALS\2018\Magnolia Science Academy\2018-03-08_Magnolia Science Academy_B&J Structural Proposal.docx

ATTACHMENT A

STRUCTURAL ENGINEERING SERVICES

HOURLY BILLING RATES

(Effective January 2018)

Principal	\$220.00
Associate Principal	185.00
Project Manager	160.00
Project Engineer	135.00
Design Engineer	110.00
REVIT/CAD Manager	150.00
REVIT/CAD Lead Technician	135.00
REVIT/CAD Technician	110.00

- Note:
- Rates change annually.
 - Reimbursables billed at cost plus 15%.
 - Overtime rates are 1½ times the above.



Authorization Request for Supplemental Structural Engineering Services

PROJECT: Magnolia Science Academy
Renovation and Voluntary Seismic Retrofit

B&J NO.: S18-0103
ADD. SERVICE NO.: 1

DESCRIPTION: This proposal is for the engineering design through plancheck approval for renovations and voluntary seismic retrofit of the existing 2-story Magnolia Science Academy. Construction administration is NOT included in this proposal.

REQUESTED BY: Timothy Buresh of behalf of:
Magnolia Public Schools

DATE: 6/1/2018

AGREEMENT REFERENCE DATA – *Magnolia Science Academy: Feasibility and Seismic Evaluation* dated 3/9/18

DESCRIPTION OF ADDITIONAL ENGINEERING SERVICES:

Brandow & Johnston requests authorization to proceed with additional structural engineering services, revised scope of service and/or reimbursable expenses as follows:

1. Additional Existing Conditions Documentation
2. Construction Documents
3. Plancheck Approval

Refer to **ATTACHMENT A** for a detailed description of the structural work and scope of services included in this proposal.


Refer to **ATTACHMENT B** for a list of additional services and scope exclusions.

ENGINEERING FEE: For the scope of services described above, our engineering fee is:

Additional Existing Conditions Documentation.....	\$	5,200
Construction Documents (CD)	\$	39,600
Plancheck Approval (PC)	\$	7,800
Total Fee (Lump Sum)	\$	52,600

BRANDOW & JOHNSTON (B&J HBK, Inc.)
A California Corporation

Client: Approved and accepted in accordance with the general terms of agreement
Magnolia Public Schools
250 East 1st Street
Los Angeles, CA 90012

By: 
James Pearson, SE 4335
President

By: 

07-30-2018
Date

CLIENT, PLEASE RETURN ONE SIGNED COPY OF AGREEMENT AS AUTHORIZATION TO PROCEED.

ATTACHMENT A

STRUCTURAL ENGINEERING DETAILED SCOPE OF SERVICES

The following summarizes our understanding of structural work included in this project:

1. The project will include renovations and voluntary seismic retrofit of deficiencies identified in our ASCE 41 Tier 1 Report dated May 2, 2018. These items are as follows:
 - a. Renovations:
 - i. Extend the second floor to the front of the building
 - ii. Infill the lowered ground floor slab-on-grade area at the middle of the building.
 - iii. Modify the elevator door at the ground floor to accommodate the new finish floor elevation per item ii.
 - b. Seismic deficiencies:
 - i. Wall anchors from exterior brick masonry walls to wood-framed floor and roof.
 - ii. Cross-diaphragm ties from one exterior side to the other.
 - iii. Shear strength of back (south) wall.
 - iv. Diaphragm connection at second floor to front (north) side of building (Item a.i. above)
 - v. Add shear walls at front (north) side of building.
2. A more detailed existing conditions survey is required. B&J will produce a plan to expose additional structural elements covered by finishes. We will make observations and document the conditions for development of the construction documents.
3. Assumptions and Exclusions:
 - a. Our fee is for Construction Documents (CD) and Plancheck Approval only.
 - b. Our schedule assumes the plancheck submittal will be no earlier than July 18th.
 - c. Additional renovations due to architectural work other than described above are not included.
 - d. Structural work for MEP work related to the renovations is not included. *any needed?*
 - e. A structural testing plan, for destructive or non-destructive testing to be done by others, is not included but may be necessary.

Our scope and deliverables for each phase is as follows:

Additional Existing Conditions Documentation

- Provide a plan to expose additional structural elements covered by finishes for others to remove.
- Site visit to observe and document the hidden conditions.
- Follow-up site visit if additional areas need to be exposed following initial visit.

Construction Documents Phase (CD)

- Structural design, detailing, engineering calculations
- Supporting calculations and seismic analysis.
- Structural plan review submittal including construction documents and calculations for Architect or others to submit to the Building Department.

Plancheck Phase (PC)

- Response to plan review comments. We assume no more than 2 meetings with the plan checker will be required for approval.

ATTACHMENT B

STRUCTURAL ENGINEERING ADDITIONAL SERVICES AND EXCLUSIONS

Additional services beyond the present scope of work include, but not limited to engineering services relating to the following:

1. Addition or revision to the project after B&J receives authorization to proceed with design, engineering and/or drafting. Extra services apply to revisions for that portion of the project that have been engineered and/or drafted.
2. Engineering associated with evaluation of alternate systems to reduce construction costs after design of system is underway or completed.
3. Any engineering services, design and detailing, for portions of the project outside our normal scope of services, unless specifically identified in the "Scope of Services.", including:
 - a. Landscape structures such as trellises, canopy structures, fountains, fences, planters, etc.
 - b. Civil structures such as roads, parking, walkways, site retaining walls, trash enclosures, etc.
 - c. Light pole foundations.
 - d. Interior/tenant improvements.
 - e. Anchorage design for signage, graphics, mechanical, attachments to structures, etc.
 - f. Steps, ramps and or other site elements that have not been included in our scope of services.
 - g. Design-build components such as elevators, stairs (interior and exterior), window washing systems, exterior walls systems and their connections (including embedded items), light gage framing and their connections, interior and exterior.
 - h. Design of typical interior architectural elements and non-structural elements such as walls, ceilings and soffits, exterior cladding/storefront systems, including mullions and glass, and their connections.
 - i. Seismic restraint for piping, conduits, ducts etc.
4. Submittal or completion of LEED documentation to USGBC.
5. Preparation of demolition drawings.
6. Preparation of book-type technical specifications.
7. Special computer investigations, such as a dynamic analysis, non-linear static, non-linear dynamic and performance based analyses.
8. Special site investigations, preparation of a testing program and other engineering effort associated with the lack of reference drawings and information related to existing construction.
9. Construction Cost estimates.
10. Project meetings, construction observation or other requirements to be at the project site in addition to those meetings addressed in the Construction Administration Phase of the Scope of Services.
11. Engineering services related to construction means and methods including construction shoring of earth banks, demolition of existing structures, shoring of new and existing structures, and temporary supports for construction loads.
12. Response to contractor RFI's to correct, document or obtain building department approval for deviations from the construction documents.
13. Review of contractor submittals not required by the construction documents.
14. Contractor's proposed substitution of materials and products, including review of substitutions not finally adopted.
15. Review of reinforcing steel fabrication and erection drawings.
16. Review of shop drawings and submittals beyond the first resubmittal. The initial and first resubmittal review of submittals are included in the scope of this proposal.
17. Added or revised penetrations through structural members requested during construction.
18. Evaluation of, and assistance with, remediation of Construction Errors.
19. Revisions to the design documents for the convenience of the contractor, including alternate schemes, used or not.
20. Redesign of equipment anchorage and supports during construction to accommodate units that differ in size weight or method of attachment from the design basis.
21. Engineering associated with unforeseen existing conditions.

- 22. Revisions associated with unknown soil or site conditions.
- 23. Production of Record or as-built structural drawings.

When additional services are anticipated, we will estimate our fee based upon our hourly billing rates and obtain approval before proceeding.



Exhibit B-2

Pacific Engineers Group, Consulting Electrical Engineers Contract



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 **PROFESSIONAL CONSULTANT SERVICES AGREEMENT – ELECTRICAL ENGINEERING**
2 **CONSULTING SERVICES**

3 **THIS AGREEMENT** is made and entered into this 19th day of June, 2018, by and between
4 Magnolia Educational & Research Foundation hereinafter referred to as “**Client**”, and Pacific
5 Engineers Group hereinafter referred to as “**Consultant.**”

6 **WHEREAS**, Client is planning the general renovation of its existing classroom building on
7 its MSA-1 Reseda campus; and

8 **WHEREAS**, Client is planning the seismic renovation of its existing classroom building on
9 its MSA-1 Reseda campus which will increase the occupied space and create new rooms; and

10 **WHEREAS**, Client is planning the use of Prop 39 funds for an HVAC equipment
11 replacement to improve energy efficiency of the existing classroom building; and

12 **WHEREAS**, Client is desirous of obtaining a professional electrical engineering firm to
13 provide electrical engineering consulting services to improve existing electrical service, serve
14 the newly created space, support the general renovation, and to assist in obtaining Prop 39
15 expenditure approvals; and

16 **WHEREAS**, Consultant is a licensed electrical engineering firm which represents itself as
17 capable and qualified to provide desired services; and

18 **NOW, THEREFORE**, in consideration of the premises, the parties hereto agree as
19 follows:

20 **ARTICLE I – DUTIES OF CONSULTANT**

21 Consultant agrees to provide professional services in accordance with the attached
22 Scope of Work which is described in **Exhibit A – Scope of Services** of this Agreement. This
23 Agreement is based in part on the Consultant’s proposal for services which is incorporated into
24 **Exhibit A**. The Consultant’s proposal for these services included a listing of key personnel which
25 shall not be changed except with written permission of Client. The Consultant’s proposal does
26 not anticipate the use of subconsultants. The addition of subconsultants to provide services
27 under this Agreement shall require the prior authorization of the Client. Any subconsultants



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 added to the Consultant’s team shall be required to comply with all of the terms of this
2 Agreement.

3 **ARTICLE II – DUTIES OF CLIENT**

4 Client agrees to provide Consultant with such information as is possessed by the Client
5 and is normally supplied to consultants performing such services. Specifically, the Client will
6 provide access to as-built record drawings of the existing school and support facilities, copies of
7 schematic plans for the existing building renovation, copies of final plans for the existing
8 building renovation, copies of Prop 39 funding approvals, and access to Client staff. Client will
9 appoint a designated representative with authority to act on behalf of the Client in all matters
10 related to this Agreement. The Client’s designated representative for this Agreement is: **Tim**
11 **Buresh** of PrimeSource PM, LLC. The Client may change its designated representative at any
12 time by written notice to Consultant.

13 **ARTICLE III – COMPENSATION**

14 District agrees to pay Consultant for services rendered under this Agreement as
15 described in **Exhibit B - Compensation** of this Agreement. Specified compensation shall be
16 inclusive of all fees, costs and reimbursables attributed to the services to be provided as
17 specified in **Exhibits A and B**. Consultant shall obtain Client written approval prior to exceeding
18 the not to exceed limit specified in **Exhibit B** and shall obtain written approval for any increase
19 in such limit. Consultant shall be paid for the services to be provided on a monthly basis within
20 thirty (30) days after receipt of approved invoices by the Client. Consultant shall maintain
21 accounting records related to this Agreement available for inspection by Client for a period of
22 not less than two years after the termination of this Agreement.

23 **ARTICLE IV – INSURANCE REQUIREMENTS**

24 Consultant shall maintain insurance coverage for services provided under this
25 Agreement in accordance with the requirements specified in **Exhibit C - Insurance**.

26 **ARTICLE V – NO AGENCY RELATIONSHIP**

27 No agency relationship between Client and Consultant is intended or created by this
28 Agreement. Consultant is not authorized and shall not at any time or in any manner represent



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 that it is an agent, servant or employee of the Client, it being expressly understood that
2 Consultant is and at all times shall remain a wholly independent contractor.

3 **ARTICLE VI – TERM**

4 Services shall be performed in accordance with the schedule requirements contained in
5 **Exhibit A** of this Agreement. Any change in overall duration beyond the time specified in
6 **Exhibit A** requires prior written authorization from the Client. Consultant shall commence
7 services required to be performed herein within five working days after receipt of Client's
8 Notice to Proceed.

9 **ARTICLE VII – FINDINGS CONFIDENTIAL**

10 All of the reports, findings and conclusions prepared or assembled by Consultant under
11 this Agreement are confidential, and Consultant agrees that they shall not be made available to
12 any individual or organization without prior written approval of the Client. All reports and
13 findings and computer files shall become the property of the Client, but only for the purposes
14 intended by this Agreement; however, no conclusions, opinions or studies provided by
15 Consultant shall be made available to any other party except in connection with the original
16 purpose of the assignment, without prior written approval of the Client.

17 **ARTICLE VIII - TERMINATION**

18 This Agreement shall terminate upon completion of all services required herein, or at
19 any time by mutual agreement. The Agreement may be terminated by either party upon not
20 less than seven (7) days written notice should the other party breach or otherwise default
21 under this Agreement and such breach or default remain uncured beyond any reasonable cure
22 period. Client, however, may terminate this Agreement at any time by Notice of Termination in
23 writing to Consultant. In the event of such termination, Consultant shall deliver to the Client all
24 documents, files and records or copies thereof pertaining to any work which may be in progress
25 and Client shall pay to Consultant an amount which equitably reflects the proportion of work
26 completed by Consultant on each assignment, provided that in no event shall the compensation
27 paid pursuant to this paragraph exceed the amount which would have been payable pursuant
28 to Article III of this Agreement.



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 **ARTICLE IX - NOTICES**

2 Any notice given pursuant to this Agreement shall be deemed received and effective
3 when properly addressed, posted and deposited in the United States mail addressed to the
4 respective parties as follows:

5 **DESIGNATED REPRESENTATIVE**

6 PrimeSource PM, LLC
7 Attn: Tim Buresh
8 655 Deep Valley Drive, Suite 355
9 Rolling Hills Estates, CA 90274
10 424/903-0981
11 tim.buresh@primesourcepm.com

12 **CLIENT**

13 Magnolia Educational & Research Foundation
14 Attn: Patrick Ontiveros
15 250 East 1st Street, Suite 1500
16 Los Angeles, CA 90012
17 ~~213/628-7419~~ (213) 628-3634
18 pontiveros@magnoliapublicschools.org

19 **CONSULTANT**

20 Pacific Engineers Group
21 Attn: Jimmy Fong
22 2740 West Magnolia Boulevard, Suite 205
23 818/748-1758-230
24 Burbank, CA 91506
25 jimmyfong@pacificeng.net



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 **ARTICLE X – NON-ASSIGNABILITY**

2 Consultant shall not assign any interest in this Agreement and shall not transfer any
3 interest in the same whether by assignment or novation without prior written approval of
4 Client.

5 **ARTICLE XI – EQUAL EMPLOYMENT**

6 Consultant agrees that during the performance of this Agreement, they will not
7 discriminate against any employee or applicant for employment because of race, creed, color,
8 sex, age or national origin.

9 **ARTICLE XII – CHANGES, AMENDMENTS AND MODIFICATIONS**

10 No change, amendment or modification to this Agreement shall be effective unless in
11 writing and signed by the Client.

12 **ARTICLE XIII – ENTIRE AGREEMENT**

13 This Agreement and any prior agreement, document or instrument attached hereto or
14 referred to herein, integrate all the terms and conditions mentioned herein or incidental
15 hereto, and supersede all oral negotiations and prior writings with respect to the subject matter
16 hereof. In the event of any conflict between the terms, conditions and provisions of this
17 Agreement in any such prior agreement, document or instrument, the terms, condition and
18 provisions of this Agreement shall prevail.

19 **ARTICLE XIV – APPLICABLE LAW**

20 This Agreement shall be governed by, and construed under the laws of the State of California.
21 This Agreement may be executed in as many counterparts as may be deemed convenient, each
22 of which, when so executed, shall be deemed an original.

23 **ARTICLE XV – STANDARD OF CARE**

24 Consultant shall perform all services under this Agreement in a skillful, competent, timely
25 manner consistent with the standards generally recognized as being employed by professionals
26 performing similar work in the State of California. Consultant shall maintain throughout the
27 term of the Agreement all professional licenses legally required to perform such services.

28 **ARTICLE XVI – INDEMNIFICATION**



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 Consultant agrees to indemnify and hold harmless Client from any and all losses including
2 attorney’s fees from third party claims that arise from the Consultant’s alleged willful or
3 negligent acts, errors or omissions or willful misconduct in the performance of services under
4 this Agreement.

5 **ARTICLE XVII – CHILD SAFETY**


6 Consultant is required to comply with Education Code Section 45125.1 with respect to the
7 fingerprinting and background checks of employees who may come into contacts with Client’s
8 pupils. Consultant is required to provide evidence of testing and clearance to work with minors
9 for tuberculosis of employees who may come into contacts with Client’s pupils.

10 **EXECUTION**

11 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date
12 and year first above written.


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Acceptance by Consultant:



Pacific Engineers Group
Jimmy Fong, P.E.
Principal
Date: June 26, 2018

Acceptance by Client:



Magnolia Educational & Research Foundation
~~Caprice Young, Ed. D.~~ Alfredo Rubalcava
Chief Executive Officer and Superintendent
Date: June 26, 2018



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 **Exhibits & Attachments**

2 The following documents are attached and included as herein:

3 **Exhibit A – Scope of Services**

4 **Exhibit B – Compensation**

5 **Exhibit C – Insurance**

6 **Attachment – Client Request for Proposals Dated May 2nd, 2018**

7 **Attachment – Consultant’s Proposal Dated May 8th, 2018**

8



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 **Exhibit A – Scope of Services**

2 Consultant shall provide electrical engineering consulting services as requested in Client's
3 Request for Proposals dated May 2nd, 2018 (attached and included herein by reference) and
4 Consultant's proposal dated May 9th, 2018 (attached and include herein by reference), as
5 modified by negotiation. The scope of work potentially includes multiple activities: (1) electrical
6 engineering support in the preparation of a design/build procurement package to provide for
7 the replacement of HVAC and hot water boiler replacement equipment including required Prop
8 39 documentation; (2) electrical engineering support for design modifications to the existing
9 HVAC system to incorporate new replacement equipment; (3) design of lighting and power
10 systems for the expansion of the 2nd floor and creation of new interior rooms sufficient to
11 obtain a City of Los Angeles building permit; (4) analysis and potential modification of the
12 existing switchgear to accept PV power from a Magnolia-owned facility on site; and (5) such
13 other tasks as may be required by the Owner. Actual tasks and level of effort will be as directed
14 by Client.

15
16 The contract duration will be one year from the date of this Agreement unless extended by
17 approved change order. Services will begin immediately upon approval of contract by the
18 Client's Board of Education. The immediate task shall be to support the preparation of the
19 HVAC equipment replacement package, which shall be completed within 6 weeks. The second
20 task shall be the renovation design which shall be completed sufficiently for permit submission
21 within 4 months. Follow-on phases of work will extend for one year. Time is of the essence in
22 the performance of this Agreement.

23
24 All written products will be supplied in appropriate electronic format on flash drive.

25
26



**Magnolia Science Academy-1
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Professional Services Agreement – Pacific Engineers Group**



1 **Exhibit B – Compensation**

2 Note that tasks described in Exhibit A – Scope of Services are very preliminary and that actual
3 work and level of effort may vary considerably. Compensation shall be on a time and materials
4 basis for all tasks with Consultant reimbursed for actual hours of service and reimbursable
5 expenses directly related to this Agreement. Total compensation under this agreement will not
6 exceed \$25,000 in total compensation unless modified by approved change order.

7
8 Hourly services will be reimbursed at the following rates:

- 9 Principal - \$190.00
- 10 Project Engineer - \$150.00
- 11 Engineering Assistants - \$135.00
- 12 CADD - \$85.00
- 13 Clerical - \$55.00

14 Rates are established as of the date of this agreement and shall be fixed for a period of one
15 year from the date of the Agreement, and may be subject to adjustment on an annual basis
16 thereafter.

17
18 Reimbursable expense will not include those expenses normally included in a home office
19 overhead account. Anticipated reimbursable expenses for this contract include: project related
20 travel, presentation material production and copying, and City permit fees. Reimbursable
21 expenses shall only be incurred with Client approval. Reimbursable expenses will be billed
22 based on a multiple of 1.10 times the expense incurred by consultants in the interest of the
23 project.

24 Payment will be made based on monthly approved invoices. Invoices will be submitted to
25 Client's designated representative for approval. Payment will be via wire transfer to the
26 Consultant's account. Consultant shall provide wire transfer information prior to submission of
27 its first invoice. Consultant wire transfer information may be changed by the Consultant at any
28 time by written notice to Client.



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Pacific Engineers Group**



1 **Exhibit C – Insurance**

2 Consultant shall maintain the following levels of single occurrence and aggregate insurance
3 coverage for the duration of this Agreement and any change orders:

4 Commercial general liability – \$1,000,000/\$2,000,000

5 Automobile liability - \$1,000,000/\$1,000,000

6 Workers compensation and employer liability – statutory

7 Professional liability - \$0/\$0

8 Insurance coverage shall list Magnolia Educational Research & Foundation as additional insured
9 and shall require a 30-day written termination notice provision. Proof of insurance shall be
10 provided prior to the start of work under this Agreement.

11



Exhibit B-3

Maroko & Shwe, Inc. Contract



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Maroko & Shwe**



**PROFESSIONAL CONSULTANT SERVICES AGREEMENT – MECHANICAL ENGINEERING
CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 18th day of June, 2018, by and between Magnolia Educational & Research Foundation hereinafter referred to as “**Client**”, and Maroko & Shwe, Inc. hereinafter referred to as “**Consultant**.”

WHEREAS, Client is planning the renovation of its existing classroom building on its MSA-1 Reseda campus; and

WHEREAS, Client is planning the use of Prop 39 funds for an HVAC equipment replacement to improve energy efficiency of the existing classroom building; and

WHEREAS, Client is desirous of obtaining a professional mechanical engineering firm to provide mechanical engineering services and to assist in obtaining Prop 39 expenditure approvals; and

WHEREAS, Consultant is a licensed mechanical engineering firm which represents itself as capable and qualified to provide desired services; and

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE I – DUTIES OF CONSULTANT

Consultant agrees to provide professional services in accordance with the attached Scope of Work which is described in **Exhibit A – Scope of Services** of this Agreement. This Agreement is based in part on the Consultant’s proposal for services which is incorporated into **Exhibit A**. The Consultant’s proposal for these services included a listing of key personnel which shall not be changed except with written permission of Client. The Consultant’s proposal does not anticipate the use of subconsultants. The addition of subconsultants to provide services under this Agreement shall require the prior authorization of the Client. Any subconsultants added to the Consultant’s team shall be required to comply with all of the terms of this Agreement.



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Maroko & Shwe**



ARTICLE II – DUTIES OF CLIENT

Client agrees to provide Consultant with such information as is possessed by the Client and is normally supplied to consultants performing such services. Specifically, the Client will provide access to as-built record drawings of the existing school and support facilities, copies of schematic plans for the existing building renovation, copies of final plans for the existing building renovation, copies of Prop 39 funding approvals, copies of energy bills and access to Client staff. Client will appoint a designated representative with authority to act on behalf of the Client in all matters related to this Agreement. The Client's designated representative for this Agreement is: **Tim Buresh** of PrimeSource PM, LLC. The Client may change its designated representative at any time by written notice to Consultant.

ARTICLE III – COMPENSATION

District agrees to pay Consultant for services rendered under this Agreement as described in **Exhibit B - Compensation** of this Agreement. Specified compensation shall be inclusive of all fees, costs and reimbursables attributed to the services to be provided as specified in **Exhibits A and B**. Consultant shall obtain Client written approval prior to exceeding the not to exceed limit specified in **Exhibit B** and shall obtain written approval for any increase in such limit. Consultant shall be paid for the services to be provided on a monthly basis within thirty (30) days after receipt of approved invoices by the Client. Consultant shall maintain accounting records related to this Agreement available for inspection by Client for a period of not less than two years after the termination of this Agreement.

ARTICLE IV – INSURANCE REQUIREMENTS

Consultant shall maintain insurance coverage for services provided under this Agreement in accordance with the requirements specified in **Exhibit C - Insurance**.

ARTICLE V – NO AGENCY RELATIONSHIP

No agency relationship between Client and Consultant is intended or created by this Agreement. Consultant is not authorized and shall not at any time or in any manner represent that it is an agent, servant or employee of the Client, it being expressly understood that Consultant is and at all times shall remain a wholly independent contractor.



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Maroko & Shwe**



ARTICLE VI – TERM

Services shall be performed in accordance with the schedule requirements contained in **Exhibit A** of this Agreement. Any change in overall duration beyond the time specified in **Exhibit A** requires prior written authorization from the Client. Consultant shall commence services required to be performed herein within five working days after receipt of Client's Notice to Proceed.

ARTICLE VII – FINDINGS CONFIDENTIAL

All of the reports, findings and conclusions prepared or assembled by Consultant under this Agreement are confidential, and Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Client. All reports and findings and computer files shall become the property of the Client, but only for the purposes intended by this Agreement; however, no conclusions, opinions or studies provided by Consultant shall be made available to any other party except in connection with the original purpose of the assignment, without prior written approval of the Client.

ARTICLE VIII - TERMINATION

This Agreement shall terminate upon completion of all services required herein, or at any time by mutual agreement. The Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party breach or otherwise default under this Agreement and such breach or default remain uncured beyond any reasonable cure period. Client, however, may terminate this Agreement at any time by Notice of Termination in writing to Consultant. In the event of such termination, Consultant shall deliver to the Client all documents, files and records or copies thereof pertaining to any work which may be in progress and Client shall pay to Consultant an amount which equitably reflects the proportion of work completed by Consultant on each assignment, provided that in no event shall the compensation paid pursuant to this paragraph exceed the amount which would have been payable pursuant to Article III of this Agreement.



**Magnolia Science Academy-1
New High School Project
Professional Services Agreement – Maroko & Shwe**



ARTICLE IX - NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States mail addressed to the respective parties as follows:

DESIGNATED REPRESENTATIVE

PrimeSource PM, LLC

Attn: Tim Buresh

655 Deep Valley Drive, Suite 355

Rolling Hills Estates, CA 90274

tim.buresh@primesourcepm.com

CLIENT

Magnolia Educational & Research Foundation

Attn: Patrick Ontiveros

250 East 1st Street, Suite 1500

Los Angeles, CA 90012

~~213/628-7419~~ (213) 628-3634

pontiveros@magnoliapublicschools.org

CONSULTANT

Maroko & Shwe, Inc.

Attn: James Shwe

1106-B West Magnolia Boulevard

Burbank, CA 91506

jshwe@marokoshwe.com

ARTICLE X – NON-ASSIGNABILITY

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation without prior written approval of Client.



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ARTICLE XI – EQUAL EMPLOYMENT

Consultant agrees that during the performance of this Agreement, they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

ARTICLE XII – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Client.

ARTICLE XIII – ENTIRE AGREEMENT

This Agreement and any prior agreement, document or instrument attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement in any such prior agreement, document or instrument, the terms, condition and provisions of this Agreement shall prevail.

ARTICLE XIV – APPLICABLE LAW

This Agreement shall be governed by, and construed under the laws of the State of California. This Agreement may be executed in as many counterparts as may be deemed convenient, each of which, when so executed, shall be deemed an original.

ARTICLE XV – STANDARD OF CARE

Consultant shall perform all services under this Agreement in a skillful, competent, timely manner consistent with the standards generally recognized as being employed by professionals performing similar work in the State of California. Consultant shall maintain throughout the term of the Agreement all professional licenses legally required to perform such services.

ARTICLE XVI – INDEMNIFICATION

Consultant agrees to indemnify and hold harmless Client from any and all losses including attorney's fees from third party claims that arise from the Consultant's alleged willful or negligent acts, errors or omissions in the performance of services under this Agreement.

ARTICLE XVII – CHILD SAFETY



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Consultant is required to comply with Education Code Section 45125.1 with respect to the fingerprinting and background checks of employees who may come into contacts with Client's pupils. Consultant is required to provide evidence of testing and clearance to work with minors for tuberculosis of employees who may come into contacts with Client's pupils.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Acceptance by Consultant:

James Shwe

Maroko & Shwe, Inc.

James Shwe, P.E.

President

Date: 7/10/2018

Acceptance by Client:

Alfredo Rubalcava

Magnolia Educational & Research Foundation

~~Caprice Young, Ed. D.~~ Alfredo Rubalcava

~~Chief Executive Officer~~ Chief Executive Officer and Superintendent

Date: 07-27-2018



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Exhibits & Attachments

The following documents are attached and included as herein:

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Insurance

Attachment – Client Request for Proposals Dated May 2nd, 2018

Attachment – Consultant's Proposal Dated May 8th, 2018



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Exhibit A – Scope of Services

Consultant shall provide mechanical engineering services as requested in Client's Request for Proposals dated May 2nd, 2018 (attached and included herein by reference) and Consultant's proposal dated May 8th, 2018 (attached and include herein by reference), as modified by negotiation. The scope of work includes two major activities: (1) the preparation of a design/build procurement package to provide for the replacement of HVAC and hot water boiler replacement equipment including required Prop 39 documentation; (2) the preparation of design modifications to the existing HVAC system to incorporate new replacement equipment, the expansion of the 2nd floor and creation of new interior rooms, and modifications to the existing ductwork to improve lines of sight in the atrium area and HVAC performance including plans sufficient for a City of Los Angeles building permit; and (3) such other tasks as may be required by the Owner.

Directors

The contract duration will be one year from the date of this Agreement unless extended by approved change order. Services will begin immediately upon approval of contract by the Client's Board of Education. The first task shall be the preparation of the HVAC equipment replacement package, which shall be completed within 6 weeks. The second task shall be the renovation design which shall be completed sufficient for permit submission within 4 months. Follow-on phases of work will extend for one year. Time is of the essence in the performance of this Agreement.

All written products will be supplied in appropriate electronic format on flash drive.



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Exhibit B – Compensation

Compensation shall be on a lump sum basis for the preparation of the HVAC equipment design/build replacement package, and on a time and materials basis for all other tasks with Consultant reimbursed for actual hours of service and reimbursable expenses directly related to this Agreement. Lump sum compensation shall be \$24,000 for task #1. Total compensation under this agreement will not exceed \$35,000 in total compensation unless modified by approved change order.

Hourly services will be reimbursed at the following rates:

Principal - \$168.25

Project Engineer - \$117.78

Engineering Assistants - \$90.68

Clerical - \$74.03

Rates are established as of the date of this agreement and shall be fixed for a period of one year from the date of the Agreement, and may be subject to adjustment on an annual basis thereafter.

Reimbursable expense will not include those expenses normally included in a home office overhead account. Anticipated reimbursable expenses for this contract include: project related travel, presentation material production and copying, and City permit fees. Reimbursable expenses shall only be incurred with Client approval. Reimbursable expenses will be billed based on a multiple of 1.10 times the expense incurred by consultants in the interest of the project.

Payment will be made based on monthly approved invoices. Invoices will be submitted to Client's designated representative for approval. Payment will be via wire transfer to the Consultant's account. Consultant shall provide wire transfer information prior to submission of its first invoice. Consultant wire transfer information may be changed by the Consultant at any time by written notice to Client.



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Exhibit C – Insurance

Consultant shall maintain the following levels of single occurrence and aggregate insurance coverage for the duration of this Agreement and any change orders:

Commercial general liability – \$1,000,000/\$2,000,000

Automobile liability - \$1,000,000/\$1,000,000

Workers compensation and employer liability – statutory

Professional liability - \$2,000,000/\$2,000,000

Insurance coverage shall list Magnolia Educational Research & Foundation as additional insured and shall require a 30-day written termination notice provision. Proof of insurance shall be provided prior to the start of work under this Agreement.



Exhibit C

Floor Plan Showing Where Additional Investigatory Work is Required

EXHIBIT C

SECOND FLOOR OCCUPANCY LOADS

CLASSROOMS 8,705 SQ. FT./20 = 436
 NEW 3,204 SQ. FT.
 EXISTING 5,501 SQ. FT.

OFFICES 438 SQ. FT./100 = 5

TOTAL OCCUPANCY 441

REQUIRES: 441 X .2 (STAIRWELL) = 88.2" OF
 EXIT WIDTH OR 7.35'
 THERE IS CURRENTLY 144" OF EXIT WIDTH
 OR 12'

At various locations
 high and low to find
 out what is supporting
 the window and the
 roof deck

We need to see what type
 of Roof beam this is.
 Masonry?
 Truss?

Where does the wall
 and the column
 intersect?
 Also, verify type
 of the walls
 (CMU or Brick)
 and thickness of
 the walls.

At various locations
 high and low to find
 out what is supporting
 the window and the
 roof deck. Also, to
 verify the parapet
 construction (CMU,
 wood framing or
 else).

What is the existing floor
 construction? Concrete
 topping or wood?

