



May 12, 2020

Mike Otavka, Director of Facilities, Planning and Construction  
William S. Hart Union High School District  
21380 Centre Pointe Pkwy.  
Santa Clarita, CA 91350

Re: WSHUHSD Valencia High School - SimRig Anchorage  
Proposal for Structural Engineering Services  
KPFF Project # 10012000296

Dear Mike:

We are pleased to submit this proposal for structural engineering services required for the above-referenced project. This proposal is based on correspondence with you and general information provided on the SimRig product.

#### **PROJECT DESCRIPTION**

We understand that the proposed project consists of the installation of a SimRig device at Valencia High School located at 27801 Dickason Drive in Valencia, CA. The SimRig is an ambulance simulation unit that allows the school to simulate the entire emergency call process within the classroom.

#### **SCOPE OF WORK**

Our scope of work will consist of the following:

1. Coordinate with the district and manufacturer as required.
2. Review the structural as-built drawings of the building.
3. Design and detail the anchors required to secure the new SimRig unit to the existing slab on grade for code-prescribed seismic forces on the unit.

The following assumptions have been made in developing this proposal:

1. We have assumed that the anchorage will consist of concrete post-installed anchors in mounting locations as prescribed by the manufacturer.

#### **FEE**

We propose to accomplish the scope of work noted above for the lump sum amount of **\$1,500**. We propose to bill our services monthly on a percentage completion basis.

Additional site visit(s)/structural observations beyond what is noted in our scope of work above will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

Mike Otavka, William S. Hart Union High School District  
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**REIMBURSABLE EXPENSES**

Anticipated expenses for messenger and delivery services, reproduction, printing, plotting, rideshare and taxi service, and local travel are included in our fee. All other services, which are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

**AGREEMENT FOR PROFESSIONAL SERVICES**

All general Terms and Conditions shall be per Master Services Agreement effective June 28, 2019 and fully executed on July 1, 2019.

**SUMMARY**

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Gary Duncan, SE  
Associate

Attachments

cc: Aldrin Orue, KPFF

Accepted By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**Attachment A**

**HOURLY RATE SCHEDULE**

**2020**

PRINCIPAL-IN-CHARGE .....	\$250.00
SENIOR PROJECT MANAGER .....	\$205.00
PROJECT MANAGER .....	\$185.00
PROJECT ENGINEER.....	\$155.00
DESIGN ENGINEER.....	\$140.00
LEAD MODELER.....	\$165.00
MODELER .....	\$140.00
ADMINISTRATIVE/SECRETARY .....	\$95.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

## **Attachment B**

### **TERMS AND CONDITIONS**

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

#### **1. Additional Services**

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

#### **2. Limitation of Liability**

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

#### **3. Mediation**

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

#### **4. Dispute Handling**

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### **5. Suspension of Services**

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

#### **6. Termination**

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

#### **7. Ownership of Documents**

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

#### **8. Contract Administration**

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

#### **9. No Third Party Beneficiary**

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

#### **10. No Assignments**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **11. Payments**

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by Client, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.