

June 5, 2016
Revised June 10, 2016

Mr. Steve Kessler
Superintendent
Beverly Hills Unified School District
255 South Lasky Drive
Beverly Hills, CA 90212



Subject: Proposal for Additional Architectural/Engineering Services
El Rodeo School Make Ready Project
HMC Project #3216002-109 (Amendment No. 6)

Dear Steve:

HMC Group appreciates the opportunity to submit the following revised proposal for your review and approval. Based upon our prior discussions with the District's Program Manager (Totum Consulting), we understand the District has authorized the Make Ready project at the El Rodeo School to move forward into the Construction Administration Phase, with construction activities scheduled to begin this Summer 2016. Within the framework of our prior proposal for this project and the fully-executed Amendment No. 6, HMC Group's professional services extended from Schematic Design through the Bidding Phase. This Fee Proposal shall provide for the continuation of our Project Team's services through the Construction Phase of this project.

A. Scope of Work/Services:

HMC Group will assist the District during the Construction Phase of this project to furnish the following construction administrative services:

1. Attend a Pre-Construction conference with the District, General Contractor, District's selected Project Inspector and other contracted Consultants at the project site to review the administrative requirements associated with the work.
2. Attend weekly Construction observation visits with District, General Contractor, Project Inspector and other contacted Consultants to review the Progress of the Work.
3. Provide technical reviews of Product Submittals and Shop Drawings as identified in the Contract Documents, and maintain logs of such reviews.
4. Respond to General Contractor-generated Request for Information, and maintain logs of all responses.

5. Issue Clarification Drawings for Minor modifications that document changes to the Construction Documents that do not involve a change of contract amount or completion of time. In the event that a Change in Work is required, the Architect will prepare a Construction Change Directive (CCD) or DSA Construction Change Document 140-A or 140-B.
6. Review Contractor-generated correspondences as required by the contract for submittal, including Schedule of Values, Project Schedule, Pricing Proposals, Monthly Process Payments and Subcontractors List.
7. As required, review Substitution Requests and Change Order Requests as stipulated in the District's General and Supplementary Conditions, and Project Manual Section 01 60 00.
8. Review Project completion in the form of a Project Punch List field visit, and provide a written description of work scope items observed that are not in conformance with the Contract Documents.

B. Compensation

These additional services shall include the following design/engineering disciplines:

- Architectural
- Civil Engineering
- Structural Engineering
- Electrical Engineering

Our calculated compensation amounts are based upon the anticipated level of effort scopes that will be necessary to complete these identified work scopes within a 2-month construction period.

HMC proposes to furnish these basic services, referenced herein for a fixed fee of **Twenty-Six Thousand Two Hundred Dollars (26,200)**

- HMC Architects
 - Principal 6 hrs. x \$225 hr. = \$1,350.
 - Project Manager 80 hrs. x \$160 hr. = \$12,800.
 - Project Leader 14 hrs. x \$140 hr. = \$1,960.
 - DSA Coordinator 6 hrs. x \$90 hr. = \$ 540.
 - Construction Support 24 hrs. x 80 = \$1,920.
- Civil Engineering 8 hrs. x \$195 = \$1,560.
- Structural Engineering 10 hrs. x \$200 = \$2,000.

• Electrical Engineer 8 hrs. x \$200 hr. =	\$1,600.
• HMC Consultant Coord Mark-up (1.10 x Consultant Cost) \$	550.
• <u>District/Project Mtgs. (8 mtgs. x 1 HMC Rep x \$160 hr.)</u>	<u>\$1,920.</u>
Total	\$26,200.

C. Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting, delivery, and other expenses related to Milestone Deliverables, Agency Review, Bidding, Construction or other Owner-requested costs including Fees paid for securing approval of authorities having jurisdiction over the project. The Architect's compensation shall be computed based on one a fifteen one hundredths (1.15) times the amounts invoiced to the Architect.

Reimbursable expenses for these additional services are preliminarily estimated at **One Thousand Dollars (\$1,000.)**.

D. District Responsibilities and Exclusions

1. Beverly Hills Unified School District shall make available to the Architect and its consultants all campus background information and modular structure manufacturer's PC-approved construction drawings which may be requested in order to perform the services required of the Design Team under this Proposal, including site topographical, utilities, and geotechnical surveys, spatial standards, and functions and uses proposed for all intended occupancies of areas. The Architect may rely upon the accuracy and completeness of all information provided by the District including, not limited to surveys, tests, and reports. The Architect shall advise the District of any known errors, inconsistencies, or problems they may observe in such information from the lack of information being furnished.
2. The District shall pay all fees required by any City, County, Regional Board, State or Federal agency for filing and plan checking any of the work of the Architect or Architect's consultants. The District shall pay such fees as shall be necessary to secure building and related permits for the work from other governmental agencies having jurisdiction.
3. During such portion of the construction period, the District shall provide and compensate the necessary building inspectors, who shall provide code interpretation and compliance with the construction documents

through regularly scheduled inspections during the project's construction phase.

4. The District shall secure any specific specialty consultant services including material testing and abatement, exploratory/destructive testing, biological, traffic, storm drainage, hydrology, geotechnical, environmental or habitat analysis studies deemed necessary in conjunction with this project.
5. The District is responsible for the payment and preparation of any California Environment Quality Act (CEQA) Notices for Determination/categorical Exemptions (if applicable).
6. The District is responsible for requiring a separate entity to prepare a Storm Water Pollution Prevention Plan and Notice of Intent in conjunction with the Contractor's construction activities, including approval of such plans from the governing agencies (if applicable).
7. Design services for any additional or incidental work scope occurring outside of the proposed project work areas, or for unanticipated work which may be required by DSA or the City of Beverly Hills as a result of the plan review process.

E. Additional Services

The following services or related expenses and those shown in the enclosed Attachment "A" are not incorporated in this Proposal/Agreement, and if deemed necessary for this Project shall be furnished by the District or contracted separately with HMC with prior written approval from the District:

Additional Services shall be furnished as an Hourly-not-to-Exceed amount utilizing HMC's Hourly Rate Schedule (see attached Attachment "B"), or as mutually agreed-upon as a fixed fee.

F. Other Terms and Conditions of This Proposal/Agreement

Reference Attachment "C" of this Proposal/Agreement.

G. Authorization/Agreement to Proceed

HMC GROUP is hereby requested and authorized by the Beverly Hills Unified School District to provide Professional Services as described above. All the foregoing is agreed to and authorized by:

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Mr. Steve Kessler
Superintendent

Date

Thank you for your consideration of this Proposal/Agreement and the opportunity to continue our successful relationship. If it meets with your approval, please sign and return one (1) original to my attention. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

HMC Group



Daniel J. Benner, AIA
Principal

DB:ap

Enclosures: Attachment "A" – Additional Services
 Attachment "B" – HMC Hourly Rate Schedule
 Attachment "C" – Other Terms and Conditions

cc: L. Eloff,
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ATTACHMENT "A"

ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner;
 - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
3. **Change Orders:** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.
4. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
5. **Contractor's Submittals:** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
6. **Contractor's RFI:** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
7. **Claims:** Providing services in connection with claims submitted by Contractor or others.
8. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Contingent Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Detailed Estimates:** Providing detailed estimates of Construction Cost.
3. **Providing Other Consultants:** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.
4. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.
5. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
6. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.

ATTACHMENT "B"

HMC Rate Schedule
Standard Hourly Rate by Professional Category
 (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 225
Project Director	\$ 190
Project Leader/Technical Leader	\$ 140
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 195
Project Manager/Project Architect/Technical Manager	\$ 160
Project Coordinator	\$ 120
Intermediate Drafter	\$ 105
Sr Construction Administrator	\$ 200
Construction Administrator	\$ 140
Construction Administration Support	\$ 80
Design Director	\$ 225
Design Leader	\$ 120
Project Designer	\$ 150
Senior Project Designer	\$ 175
Designer II	\$ 110
Designer	\$ 85
Senior Interior Project Designer	\$ 165
Senior Interior Designer	\$ 170
Interior Design Coordinator	\$ 90
Interior Design Leader	\$ 115
Interior Designer	\$ 125
Sustainable Design	\$ 140
Cost Estimating	\$ 190
Specifications	\$ 170
Agency Compliance	\$ 90
Education Facilities Planner	\$ 160
Senior Education Facilities Planner II	\$ 175
Senior Education Facilities Planner I	\$ 225

These are the current hourly rates effective June 1, 2015 through June 30, 2016 and are subject to change one time annually effective June 1st

ATTACHMENT "C"

OTHER TERMS AND CONDITIONS

Retainer

An initial payment of zero (-0-) shall be made upon execution of this Agreement and credited to the fee earned at final payment.

Invoicing

The Architect shall invoice its time and reimbursable expenses monthly, and invoices are due and payable upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of eighteen percent (18%) per annum, pursuant to Civil Code §3320. Should the Owner fail to pay current invoices for more than sixty (60) days, the Architect may stop work on the Project until payment is received or terminate this Agreement with the Owner. The Architect shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this proposal.

The Owner agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the dispute.

Project Suspension/Resumption

If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. If the project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate the Agreement, by giving not less than seven (7) days written notice.

Termination

Either the Owner or Architect may, for any reason, terminate this Agreement upon not less than seven (7) days written notice to the other party. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Termination Expenses are in addition to compensation for Basic and Additional Services and shall be computed as five percent (5%) of the Basic Services and Additional Service Fees.

Owner's Responsibility

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, permits, inspection or other documentation of information or consultants reasonably requested by the Architect. All of foregoing shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

Architect of Record

Should the Project proceed beyond the phases of services in this Agreement, the Owner shall designate HMC as the Architect of Record for the Project and will enter into a mutually agreeable Owner/Architect Contract for the remaining phases of services to complete the Project.

Ownership of Documents

The Owner acknowledges that the Architect's Drawings, Specifications, Other Documents, Three Dimensional Computer Models and other design models are instruments of professional services. Nevertheless, the Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models prepared under this Agreement shall become the property of the Owner upon completion of this Project and upon payment of all amounts due the Architect. The Architect, however,

shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Should the Owner or any other person, firm or legal entity use, reuse or modify the Architects' Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models prepared under this Agreement, for other than the Owner's use and occupancy of the completed Project, the Owner agrees to indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, arising out of such use, reuse or modification of the Architect's Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

Electronic Files

When requested by Owner, the Architect may transfer documents in electronic file formats to the Owner. The creation of the computer files shall be considered an additional service and the Architect shall be compensated on an hourly basis. By accepting these files/disks and the above stipulations, the Owner agrees to indemnify the Architect, its agents and all consultants against all claims, resulting from the use of these files and the information they contain, by the Owner or their own Consultants, Contractor, Subcontractors, suppliers and all others who receive these files or data. In no event shall the Architect be liable for any loss or profit or any consequential damages as a result of the Clients use or reuse of the electronic files. Owner understands and agrees the Architect relies on various forms of data transmission by an uninterrupted delivery of electrical and telephone service as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms". While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third party internet service providers or users of the Internet or similar systems. Consequently, the Owner agrees to waive all claims against the Architect for the propagation of virus applications that may cause damage of any kind to the Owner unless the Architect was the creator of the virus.

Software and Data Exchange Protocols

The Owner and Architect shall, at the earliest practical moment, meet and delineate the types of software to be used on the Project and establish protocols, standards and tolerances as may be required for the proper execution of the Work. If applicable, the Owner and Architect shall work together to establish the permitted uses for all digital information, including the Model, to be exchanged on the Project. Such determination shall be set forth in the BIM Addendum, or other similar document, that shall be incorporated by reference into all agreements for services or construction of the Project.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her subconsultants to all those named shall not exceed the Architect's total fee paid for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. Further, no officer, director, shareholder, or employee of Architect shall bear any personal liability to Owner for any and all injuries, claims, demands, losses or damages of any nature.

Insurance

During the term of this Agreement, the Architect agrees to provide evidence of insurance coverage of five million dollars (\$5M) Professional Liability (Errors and Omissions). In addition, the Architect agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project if such coverage is reasonably available at commercially affordable premiums. The Architect further agrees that the applicable subconsultants will be required to maintain a minimum of one million

dollars (\$1,000,000) Professional Liability (Errors and Omissions) coverage. For the purposes of this Agreement "reasonably available" and commercially affordable" shall mean that more than half the Architect's practicing in this state in this discipline are able to obtain such coverage. Nothing contained in the Agreement or otherwise is intended to create a fiduciary relationship between the parties.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultant retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Architect shall make no claim against Owner without first providing Owner with a written notice of damages and providing Owner thirty (30) days to cure before an action is commenced. The Owner shall make no claim either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent architect currently practicing in California. 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 an architect performing architectural 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 Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

Assignment

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.

Hazardous Materials

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials or toxic mold at the jobsite, or should it become known in any way that such materials at the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the jobsite is in full compliance with the applicable laws and regulations.

Consequential Damages

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

Third Party Contracts

The Owner shall, upon request of the Architect, supply a copy of the executed Agreement with the Owner's Construction Manager or Project Management Firm, relating to services provided under this Agreement. The Owner shall require that the Contractor and Construction Manager or Project Management Firm (if

any) defend, indemnify and hold harmless the Architect for any claims or damages arising from their respective work on the project.