

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND SVA ARCHITECTS**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 5th day of December 2018, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and **SVA ARCHITECTS** ("Architect") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 Architect. Architect is a professional Architect, experienced and properly certified/licensed to provide the architectural services described herein, and is familiar with the plans of District.

2.2 Project. District desires to engage Architect to render its design services at the **Beverly Vista School** campus (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Architect promises and agrees to provide a re-design of Beverly Vista School's ADA ramp. This will include a survey of the existing sidewalk, ramp and handicap drop off area as well as the submittal of right of way design drawings to the City of Beverly Hills for approval. The specifics of this work, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first written above and shall continue until District's acceptance of all work and final payment to Architect, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 Responsibilities of Architect.

(a) Control and Payment of Architects and its Subordinates. District retains Architect on an independent contractor basis and Architect is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Architect shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Architect shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Architect with a copy of the prevailing rates of per diem wages. Architect shall be responsible for all reports and obligations respecting such employees, including, but not

limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Architect is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(c) Reports. Architect shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(d) Standard of Care. Architect shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of Architect's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Architect further represents that it, its employees and subcontractors or sub-Architects have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Architect's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Architect's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

(e) Laws and Regulations. Architect shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Architect shall be liable for all violations of such laws and regulations in connection with Services.

(f) Insurance. Architect shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Architect shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its agents, representatives, employees or subcontractors. Architect shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Architect's profession, or that of its Architects or subcontractors.

(2) Minimum Limits of Insurance. Architect shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Architect, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way. If Architect works directly with or near children, the General Liability Policy shall include or be endorsed to include abuse and molestation coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

d. Professional Liability. Architect and its sub-Architects and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches

of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) Safety. Architect shall execute and maintain its work to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(h) Project Staffing. Architect shall provide adequate staff and resources to facilitate all architect's activity. Should Architect fail to adequately staff a project, the District may, at its sole discretion, retain third-party inspection services and back charge Architect for all third-party fees.

3.4 Fees and Payments.

(a) Compensation. Architect shall receive compensation, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference for a not-to-exceed price of **SIX THOUSAND TWO HUNDRED Dollars (\$6,000)**.

(b) Reimbursement of Expenses. Architect shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Architect shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Architect. District shall pay Architect within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, District may request that Architect to perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Architect shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Architect or the acts or omissions of Architect, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Architect as a direct result of the suspension and resumption of Services under this Agreement. Architect may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Architect, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Architect of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Architect shall be compensated only for those services which have been adequately rendered to District, and Architect shall be entitled to no further compensation. Architect may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Architect to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Architect in connection with the performance of Services under this Agreement. Architect shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Architect pursuant to this Agreement, shall be the sole property of the District, except that Architect shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Architect shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such

materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(d) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(e) Indemnification. To the fullest extent permitted by law, Architect shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, Architects or agents in connection with the performance of the Architect's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Architect shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Architect's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect. Architect agrees to waive all rights of subrogation against the District.

(f) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(g) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Riverside, State of California.

(h) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(i) District's Right to Employ Other Architects. District reserves right to employ other Architects in connection with this Project. However, Architect shall be the exclusive Architect for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(j) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Architect without the prior written consent of District.

(k) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and Architect. In order to take effect, amendments shall be approved or ratified by the District Board of Education. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

(l) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable,

the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(m) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(n) Conflict of Interest. Architect shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Architect may be involved with on behalf of the District, or (2) any activity that Architect may be involved with on behalf of any other firm or agency. In addition, Architect shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Architect shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(o) Equal Opportunity Employment. Architect represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Architect must make a good faith effort to contact and utilize DVBE subcontractors or subArchitects and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subArchitects and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Architect hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its Architects on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Architect must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Architect's employees, or those of any other Architects, coming into contact with the District's pupils. Architect further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) Confidentiality. Architect hereby acknowledges that certain records and information maintained by the District, or by Architect on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Architect by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Architect. Architect agrees that information acquired by Architect during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

(t) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

(u) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(v) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(w) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

**BEVERLY HILLS UNIFIED SCHOOL
DISTRICT**

By: _____
Michael Bregy, Ed.D.
Superintendent of Schools

SVA ARCHITECTS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES

All services to be provided in accordance with attached proposal dated August 12, 2018 from SVA ARCHITECTS.

Exhibit A



ADDITIONAL WORK PROPOSAL

Architect:	SVA Architects, Inc. ("Architect") 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707	Client:	Beverly Hills Unified School District ("Client") 255 S. Lasky Drive Beverly Hills, CA 90212
Architect Contact:	Nathan Herrero	Client Contact:	Steve Kessler
Agreement Date:	August 12, 2015 ("Agreement")	Amendment Date:	November 26, 2018 ("Amendment")
Project Name:	Beverly Vista School - Moisture Intrusion Assessment and Resolution ("Project")	Description:	Civil Services
Job No:	2015-40150.804	Client Ref:	n/a

A. Scope of Services

SVA and its Civil Engineer ("MTH2") shall provide the following services in accordance with the terms and conditions of the Agreement:

1. Survey the existing curb ramp at the school drop-off area and provide improvement drawings for the right-of-way for submittal and approval with the City of Beverly Hills.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement for a fee not to exceed the amount of **Six Thousand Dollars** (\$6,000.00).

Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

Architect: SVA Architects, Inc.
Signature:
Printed Name: Robert Simons, AIA
Lie. No. C18301
Title: President & Partner
Date:

Approved and Accepted:

Client: Beverly Hills Unified School District
Signature:
Printed Name:
Title:
Date:

RS:js

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