

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
AMENDMENT NO. 26  
TO  
AGREEMENT FOR ARCHITECTURAL SERVICES**

Amendment No. 26 is made and entered into this 16th of January, 2019, by and between the BEVERLY HILLS UNIFIED SCHOOL DISTRICT, (hereinafter referred to as the "DISTRICT"), and DLR GROUP (hereinafter referred to as "ARCHITECT"), pursuant to the Board of Education's approval of additional fees based on GMAX for B1 B2, which include as delineated on the attached Exhibits A through J and summarized below.

**WHEREAS**, on or about December 18, 2013, the DISTRICT and ARCHITECT entered into an Agreement for Architectural Services (the "Agreement"), for design and engineering services for the PROJECT; and

**WHEREAS**, the Agreement permits the DISTRICT and ARCHITECT to amend the Agreement, upon the mutual written agreement of the parties; and

**WHEREAS**, the DISTRICT and ARCHITECT now desire to amend the Agreement to reconcile the base fee amount with an increase in the scope of work for the PROJECT as set forth in attachments A through J; and

**NOW, THEREFORE**, for good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

a. Drivers/Context and Scope of Services –

D/C and Scope of Services for additional work scope items (which are included herein) and elaborated in:

- Exhibit A - ESP 003-WAPs, CCTV, PA, Access Control, Reception Perimeter, Electrified Hardware
- Exhibit B - ESP 004-FFE Design Refresh
- Exhibit C - ESP 006-(N) Flat Roof, Sloped Roof, Gutters & Down Spouts, Repaired Storm Drain Lines.
- Exhibit D - ESP 007-Elevator Vendor change and associated Structural Engineering
- Exhibit E - ESP 009-B1, Part A, Reframe Floor Joists and Deck
- Exhibit F - ESP 010-B1, Part A, Step Footing and Underpinning under Stair/Lift
- Exhibit G - ESP 011-3rd Floor, East Façade Window Reconfiguration
- Exhibit H - ESP 012-B2 Eastside Main Entry Stairs Replacement
- Exhibit I - ESP 013-Micro pile #1 Work Around

b. Compensation –

Professional Fee:

As established by the Campus Wide "One Project" OPSC Scale approach (exhibit J) and applicable to the Basic Service Design Team per the Master Agreement.

Service's totaling **One Million Three Hundred Forty-Three Thousand Three Hundred and Forty Dollars (\$1,343,340)** plus Reimbursables Expenses of Zero Dollars (\$00.00).

The OPSC reconciliation fee herein shall not be drawn out beyond a 32 month construction schedule, spanning from 11/2018 through 6/2021.

This amendment shall be effective only upon execution by both the DISTRICT and ARCHITECT.

This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

This Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement, dated December 18, 2013, including Amendments No. 1 through No. 25, as written, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have, by their duly authorized representatives, executed Amendment No. 26, as of the day and year first above written.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

DLR GROUP

By: \_\_\_\_\_  
Michael Bregy, Ed.D.  
Superintendent

By: \_\_\_\_\_

By: \_\_\_\_\_  
La Tanya Kirk Carter  
Assistant Superintendent  
Business Services

Attachments: Exhibits A through J



## Exhibit A

### ESP 003-WAPs, CCTV, PA, Access Control, Reception Perimeter, Electrified Hardware

#### Drivers and Context:

Security concerns around school facilities is of paramount importance to the board and such concerns have been in the new headlines lately. The Board has decided to initiate and address these concerns at this time.

Wireless Access Points and Public Address Systems are being rolled into this larger security effort partly because of the economy of doing so, since they are also a low voltage system.

Electrified door hardware has been re-coordinated as a compatibility effort with the security requirements.

#### Scope of Services:

1. Design Team Manager
  - Coordinate the design team efforts
  - All affected trades shall participate in coordination meeting(s) with security specialist and GC as part of QA/QC review and scoping.
  - All trades required to prepare drawings for DSA submittal shall coordinate for DSA submittal(s) and approval(s).
2. Electrical Work Scope
  - Update CD set to illustrate and supply power for additional technology and equipment associated to exterior Wireless Access Points, Exterior Security Cameras, Public Address system, and Access Control Doorways.
3. Architectural Work Scope
  - Update CD set to illustrate and adjust areas impacted by new equipment locations.
  - Update CD set to illustrate and adjust locations impacted by security addition or revisions to doorways. Furniture layout and ADA access shall be under review as part of this work and the main reception area in B2 shall be fit with security glass in order to create a secure perimeter.
  - Scrub electrified door hardware to create compatible hardware groups with the enhanced security components. Door hardware specs to be re-coordinated as well to reflect the same compatibility changes.



## Exhibit B

### ESP 004-Refresh/Alignment of FFE package with Facility Standards & IT Systems

#### Drivers and Context:

The current in place FFE package was developed as a placeholder in order to capture construction related pricing associated to the GC. Since its development new facility standards have been advanced, new FFE products with changed configurations have been advanced, some FFE products have been discontinued, and IT coordination has been refined/alterd. All of which creates a need to revisit the effort and capture/coordinate changed content.

#### Scope of Services:

##### 1. Scope Validation

- Present furniture items proposed to the Principal or established end user group.
- Establish direction for finish selection strategy.
- Update package based on feedback received for approval of items selected.

##### 2. Finish Selection

- Provide an initial presentation of finish selections with images of items selected for end user feedback.
- Update package based on feedback received for approval of items selected.
- Provide two (2) final binder with full specifications and finish samples for record and use in procurement with the selected furniture vendor. DLR Group will provide furniture dealer coordination for RFI's/clarifications during the order placement process. Please note that it is anticipated that the furniture dealership will provided project management and installation services. Construction administration and move management are excluded from this proposal.



## Exhibit C

### ESP 006-New Flat Roof, Sloped Roof, Gutters & Down Spouts, Repaired Storm Drain Lines

#### Drivers and Context:

Currently there are several areas of the flat roof that do leak, since some mechanical connections were being proposed thru these flat roof areas it was deemed prudent to reroof the flat roofs in order to attain a proper seal and remediate existing leak issues.

In the sloped (tiled) roof areas there are no recorded leaks however there is extensive new work occurring below, inside the building, which may have an inadvertent and adverse effect on retaining the existing roof intact/unaffected. In addition, it is understood that the existing roof warranty period has expired and providing extensive remodel work underneath an un-warranted roof is a risky proposition for the district. Finally, there are some areas of the base project where new roof surfaces and edges are being provided, as such tying into the existing adjacent roof tiles poses a challenges like; dissimilar tile materials, non-compatible waterproofing systems, tampering with (and therefore be responsible for) non DSA approved roofing tile installations, access to work areas over existing to remain intact roof surfaces, etc.

Gutters and downspouts are currently failing on the existing building and not transporting rain water to the downspouts. Some support brackets have also failed and are at risk of falling. Downspouts are missing and in other locations crushed or deformed. Underground lines from the downspouts are clogged and likely root filled or otherwise unusable.

#### Scope of Services:

1. Replace the existing flat roof areas with the B1B2 work scope.
2. Replace the existing tile roof areas with a new (lighter) and DSA approved roof tile system. This new system will include an additional sheathing layer set above the existing roof deck.
3. Replace the existing gutters and downspouts.
4. Restore and/or replace the existing underground storm drain lines as required to properly evacuate rain water from the project site.
5. Replace flashing at;
  - valleys
  - roof to wall conditions
  - gutter drip edges
  - expansion joints
  - roof penetrations including dormers/vents
  - flat to sloped roof transitions
6. Replacement of "built in" gutter and downspouts systems (built into precast stone conditions and the like) are not included in this work scope.



## Exhibit D

### ESP 007-Elevator Vendor Change Directive

#### Drivers and Context:

The BHHS campus (and the district at large) is not satisfied with the performance of the current district standard elevator and elevator vendor. Direction has been given to the design team to change vendor and to also change the general elevator type from a machine room less type to a machine room type with the machine room located in the basement of building B2A.

#### Scope of Services:

1. Design Team Manager
  - Coordinate the design team efforts.
  - Attain district concurrence on the newly proposed elevator vendor and model.
  - Coordinate value engineering efforts with district PM and GC as required.
  - All trades required to prepare drawings for DSA submittal shall coordinate content for DSA submittal(s) and approval(s).
2. Architectural Work Scope
  - Investigate elevator vendors and associated model for use within the existing conditions of the project.
  - Update architectural drawings to coordinate with the altered elevator model and machine room.
  - Submit updated content for DSA submittal(s) and approval(s).
3. Mechanical Work Scope
  - Update mechanical drawings to coordinate with the altered elevator model and machine room as required.
  - Submit updated content for DSA submittal(s) and approval(s).
4. Electrical Work Scope
  - Update electrical drawings to coordinate with the altered elevator model and machine room.
  - Submit updated content for DSA submittal(s) and approval(s).
5. Architectural Work Scope
  - Investigate elevator vendors and associated model for use within the existing conditions of the project.
  - Update architectural drawings to coordinate with the altered elevator model and machine room.
  - Submit updated content for DSA submittal(s) and approval(s).



## Exhibit E

### ESP 009-B1, Part A, Reframe Floor Joists & Deck

#### Drivers and Context:

The GC on the project accidentally removed the existing wood framed floor in this area of B1. Floor cannot be replaced as previously installed and requires current day engineering, detailing, and methods.

#### Scope of Services:

1. Architectural Work Scope
  - Coordinate the design team efforts and manage contracts/fees associated.
  - Coordinate the capture of a depressed deck detail in the “wet areas” of the new floor system.
  - Prepare submittal for DSA review and approval.
  - Respond to and traffic RFIs and Submittals for this new area of framing.
2. Structural Work Scope
  - Revise Structural drawing set to include reframing for the former existing floor area. This work includes new support details (posts and ledgers) within the crawl space.
  - Revise the structural calculations to reflect the new floor diaphragm and demonstrate performance to DSA.
  - Alter the floor framing for this new area to capture a depressed deck conditions for the “wet areas” of the floor.
  - Respond to project RFIs and Submittals for this new area of framing.



## Exhibit F

### ESP 010-B1, Part A, Step Footing and Underpinning under Stair/Lift

#### Drivers and Context:

During demolition of the stair it was discovered that the footing for the adjacent existing wall occurred at an elevation which interfered with the newly proposed work. Upon further exploration a loose brick wall was discovered underpinning the footing. Both the interfering footing and the loose brick wall were removed in the areas of work with plans to underpin the existing wall remaining above the footing.

#### Scope of Services:

1. Architectural Work Scope
  - Coordinate the design team efforts and manage contracts/fees associated.
  - Coordinate/direct the exploration of existing conditions in the field.
  - Prepare submittal for DSA review and approval.
  - Respond to and traffic RFIs and Submittals for this new underpinning work.
2. Structural Work Scope
  - Revise the structural drawing set to include new demolition work and new concrete underpinning work.
  - Revise the structural calculations to reflect the new condition and demonstrate performance to DSA.
  - Respond to project RFIs and Submittals for this new area of framing.





## Exhibit G

### ESP 011- B2 Part C, 2<sup>nd</sup> & 3<sup>rd</sup> Flr West Elevation Window Changes

#### Drivers and Context:

During demolition of the furring wall in the area, previously unknown structural elements were exposed which inhibited the proposed use of two windows in the design. In order to maintain the symmetry on this elevation it was decided to switch from a two window scheme to a three window scheme and make the associated structural accommodations.

#### Scope of Services:

##### 1. Architectural Work Scope

- Coordinate the design team efforts and manage contracts/fees associated.
- Coordinate/direct the exploration of existing conditions in the field.
- QA/QC efforts with the SEOR to address adjacent connections in area.
- Prepare submittal for DSA review and approval.
- Respond to and traffic RFIs and Submittals for this new underpinning work.

##### 2. Structural Work Scope

- Revise the structural drawing set to include trading of demolition work areas.
- Revise the structural drawings to reflect three newly opened window locations versus the two previous and different locations and corresponding new details to coordinate with found field conditions.
- Revise the structural calculations to reflect the new design and demonstrate performance to DSA.
- Respond to project RFIs and Submittals for this new area of framing.



## Exhibit H

### ESP 012-B2 Eastside Main Entry Stairs Replacement

#### Drivers and Context:

The District has decided that it would be most expedient for the construction work in building B2 to allow simple & direct construction access through these two stairs. Attempts to protect them in place is considered futile with the anticipated construction traffic volume and also due to the access of heavy machinery. Attempts to avoid using these points as CA access is also considered too cumbersome and will impact work efficiencies. Thus, the District decided it was far easier to simply allow unrestricted access and just replace the stairs afterwards.

#### Scope of Services:

1. Architectural Work Scope
  - Coordinate the design team efforts and manage contracts/fees associated.
  - Design compliant handrails for the new installation.
  - QA/QC efforts with the Civil engineer to compliment the new stairs
  - Prepare a CCD submittal for DSA review and approval.
  - Respond to and traffic RFIs and Submittals for this new work.
2. Civil Engineering Work Scope
  - Revise/alter drawings as needed to reflect the two new stairs.
  - Provide details as required for a complete design.
  - Assist the AOR as needed to submit CCD and attain a DSA approval
  - Respond to project RFIs and Submittals for this new area of work.



# DLR Group

Architecture Engineering Planning Interiors

700 South Flower St., 22<sup>nd</sup> Floor  
Los Angeles, CA 90017

## Exhibit I

### ESP 013-Micropile 01 Replacement

#### Drivers and Context:

The installation in the field by the subcontractor for Micropile #1 was deemed a failure. In order to mitigate this failure, it was determined that the GC would install, at no extra cost, a sister micropile in close proximity. In order to enable this newly proposed micropile installation with DSA some design criteria, calculation, and drawings would be needed for submittal and approval.

#### Scope of Services:

1. Structural Engineer
  - Respond to letters from the sub regarding failure and outline recommended steps.
  - Access available options for a remediation, develop criteria.
  - Update drawings and calculations for remediation effort
2. Architect
  - Traffic correspondence between SEOR and GC/sub and client regarding directions.
  - Coordinate drawing details and field conditions with the SEOR.
  - Package CCD-A remediation for DSA submittal.

|  |    |  |    |                   |    |                   |
|--|----|--|----|-------------------|----|-------------------|
| January 2019                                   |    |  |    |                   |    |                   |
| BHHS Campus - DLR Group Projects               |    |  |    |                   |    |                   |
| <b>Estimated/Cumulative Construction Costs</b> |    |  |    |                   |    |                   |
|  |    |  |    |                   |    |                   |
|  |    | New Construction                       |    | Modernization     |    |                   |
| B1-B2  |    |  |    | \$ 60,768,216     | *3 |                   |
| B3-B4  |    |  |    | \$ 46,000,000     | *1 |                   |
| Interim Housing                                |    | \$ 749,394                             | *2 |                   |    |                   |
| Bldg C & Pool                                  |    | \$ 60,480,000                          | *1 |                   |    |                   |
| Site   |    | \$ 52,000,000                          | *1 |                   |    |                   |
| Parking  |    | \$ 77,760,000                          | *1 |                   |    |                   |
| New M&O Facility                               |    | \$ 3,500,000                           | *1 |                   |    |                   |
|  |    |  |    |                   |    |                   |
| Total(s)                                       |    | \$ 194,489,394                         |    | \$ 106,768,216.00 |    | \$ 301,257,610.00 |
|  |    |  |    |                   |    | Grand Total       |
|  |    |  |    |                   |    |                   |
|  |    |  |    |                   |    |                   |
|  | *1 | Projected GMP estimate                 |    |                   |    |                   |
|  | *2 | Previously estimated construction cost |    |                   |    |                   |
|  | *3 | Nov 2018 GMP cost                      |    |                   |    |                   |

Office of Public School Construction  
**Sliding Fee Scale Calculation Worksheet**

(based upon Cumulative/Estimated Construction Cost Totals of All Campus Projects as of Jan 2019)

Beverly Hills High School - All Campus Projects

*Change Sample Costs as necessary. All calculations are automatic.*

**OPSC A/E Fee**

|                    | New Construction (\$) | Modernization (\$) |
|--------------------|-----------------------|--------------------|
| Construction Cost: | \$ 194,489,394        | \$ 106,768,216     |
| Architects Fee:    | \$9,911,970           | \$ 8,728,957       |
| Fee Percentage:    | 5.10%                 | 8.18%              |

**OPSC Fee Schedule/Calculations**

| New Construction                           |              | Remainder (\$) | Corresponding Fee (\$) |    |                |
|--|--------------|----------------|------------------------|----|----------------|
| 9.0% of first                              | \$500,000    | \$ 193,989,394 | \$ 45,000              | \$ | 90.00 /\$1,000 |
| 8.5% of next                               | \$500,000    | \$ 193,489,394 | \$ 42,500              | \$ | 85.00 /\$1,000 |
| 8.0% of next                               | \$1,000,000  | \$ 192,489,394 | \$ 80,000              | \$ | 80.00 /\$1,000 |
| 7.0% of next                               | \$4,000,000  | \$ 188,489,394 | \$ 280,000             | \$ | 70.00 /\$1,000 |
| 6.0% of next                               | \$4,000,000  | \$ 184,489,394 | \$ 240,000             | \$ | 60.00 /\$1,000 |
| 5.0% exceeding                             | \$10,000,000 | \$ 184,489,394 | \$ 9,224,470           | \$ | 50.00 /\$1,000 |
| <b>Total A/E Fee for New Construction:</b> |              |                | <b>\$ 9,911,970</b>    |    |                |

| Modernization                           |              | Remainder (\$) | Corresponding Fee (\$) |    |                 |
|---|--------------|----------------|------------------------|----|-----------------|
| 12.0% of first                          | \$500,000    | \$ 106,268,216 | \$ 60,000              | \$ | 120.00 /\$1,000 |
| 11.5% of next                           | \$500,000    | \$ 105,768,216 | \$ 57,500              | \$ | 115.00 /\$1,000 |
| 11.0% of next                           | \$1,000,000  | \$ 104,768,216 | \$ 110,000             | \$ | 110.00 /\$1,000 |
| 10.0% of next                           | \$4,000,000  | \$ 100,768,216 | \$ 400,000             | \$ | 100.00 /\$1,000 |
| 9.0% of next                            | \$4,000,000  | \$ 96,768,216  | \$ 360,000             | \$ | 90.00 /\$1,000  |
| 8.0% exceeding                          | \$10,000,000 | \$ 96,768,216  | \$ 7,741,457           | \$ | 80.00 /\$1,000  |
| <b>Total A/E Fee for Modernization:</b> |              |                | <b>\$ 8,728,957</b>    |    |                 |

**Grand Total Basic Services A/E Fee:** **\$ 18,640,927**

**Budget - Reimburables Basic Services A/E Fee (5.0%)** **\$ 932,046**