

**BEVERLY HILLS UNIFIED SCHOOL
DISTRICT AMENDMENT NO. 22 TO
AGREEMENT FOR ARCHITECTURAL SERVICES**

Amendment No. 22 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 WLC Architects, (hereinafter referred to as "ARCHITECT").

RECITALS

WHEREAS, on or about April 18, 2011, the DISTRICT and ARCHITECT entered into an Agreement for Architectural Services (the "Agreement"), for design and engineering services for the Horace Mann School Modernization project (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 increase the scope of work for the PROJECT as set forth below; 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:

1. Scope of Work

ARCHITECT will prepare contract documents showing the removal and replacement of all of Building A's clay tile and built up roofing systems, and replacement of any damaged or deteriorated building felts, plywood, flashings, gutters, and downspouts.

Since the re-roofing was included in the original DSA-approved Modernization Package (A 03-115072), ARCHITECT assumes that the above described design scope will not require a new DSA submission. However, all new drawings, specifications, details and/or calculations will need to be submitted and approved through DSA's post-approval CCD procedures.

ARCHITECT assumes that the work will not require any engineering consultants (structural, mechanical, electrical, plumbing).

2. Project Schedule

ARCHITECT understands that DISTRICT would like to design, publicly bid, and award the project so that construction can take place over summer break 2019.

2. Compensation

- a. A not-to-exceed fee in the amount of **FORTY-ONE THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$41,600.00)**.

Construction Documents	\$32,000 – Fixed Fee
Bidding	\$3,200 – Fixed Fee
Construction Administration	\$6,400 – (Hourly not to exceed)
Total	\$41,600.00

- b. Reimbursable Expenses: Reimbursable expenses are in addition to compensation for the services. ARCHITECT shall not be reimbursed for an additional expenses unless authorized in writing by DISTRICT. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by ARCHITECT in the interest of the PROJECT. ARCHITECT shall be reimbursed in an amount not-to-exceed ZERO DOLLARS (\$0.00) for the following:
- i. reprographics, plotting and delivery, and other expenses related to Milestone Deliverables and shall be equal to or less than the DISTRICT's approved reprographic service provider;
 - ii. renderings, models, express mailing and delivery charges, and
 - iii. other costs, fees and expenses in excess of the above amount are subject to DISTRICT approval.

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 April 18, 2011, including Amendments Nos 1 through 21, as written, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized representatives, executed Amendment No 22, as of the day and year first above written.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

WLC ARCHITECTS

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

By: _____
Jim DiCamillo
President

By: _____
La Tanya Kirk-Carter
Asst Superintendent - Business Services