

July 9, 2015

Mr. George Parker  
Director of Facilities Maintenance & Operations  
Davis Joint Unified School District  
1919 5th Street  
Davis, CA 95616



RE: Proposal/Agreement for Architectural and Civil Engineering Services  
**Montgomery Elementary School - New Shade Structure**

Dear George:

HMC is pleased to submit the following Proposal / Agreement for Architectural and Engineering Services for the above referenced project, as defined by the following outlined scope of work.

**A. Scope of Work:**

The New Fabric Shade Structures at Montgomery Elementary School shall include the following:

1. To provide Construction Documents for DSA approval and installation of three (3) New 14' x 14' Sail Fabric Shade Structures (no DSA PC) and one (1) New 20' x 40' Hip Fabric Shade Structure (with DSA PC).
2. HMC shall visit the site one (1) time during Construction Documents phase to coordinate survey work and document existing field conditions and confirm desired location of proposed shade structure(s).
3. Civil will survey the area surrounding proposed shade structure and beyond to confirm Path of Travel (POT) as required by DSA PR 15-01 and IR 11B-10 (see attached).
4. Addition of new ADA compliant sidewalk from closest existing walkway to shade structure, and new concrete slab(s).
5. Patch and repair of existing adjacent finishes at proposed shade structure locations.
6. Construction Administration Site Visits shall be limited to a maximum of two (2) site visits during construction.

**B. Assumptions:**

1. HMC will be provided with a full set of the PC approved shade structure drawings for the 20 x 40 Hip Fabric Shade Structure and a full set of engineering drawings, calculations, and for complete DSA submittal from the Shade Structure Manufacturer.
2. The existing site is accessible (including existing parking lot(s) and nearest restrooms) and meets current code requirements and the existing walkways are ADA compliant to satisfy the requirements of the DSA for site accessibility.
3. The areas where the shade structure(s) are proposed to be installed are open and able to accommodate proposed shade structures.
4. It's assumed the shade structures can be placed a reasonable distance away from other existing site walls or structures such that Fire Sprinklers and other associated improvements shall not be required by DSA- Fire Life Safety as part of the project scope of work.
5. The project will be fully reviewed by DSA, with the Shade Structure manufacturer responsible for addressing all DSA required back-check comments.
6. Bidding and Construction Administration (CA) will be administered by the Davis Joint Unified School District.

**C. Exclusions and Clarifications:**

1. Electrical, Mechanical/Plumbing, Structural, Fire Protection Engineering Services, Cost Estimating or other Engineering Consultants not noted above in Scope of Work.
2. Any ADA/POT site upgrades outside of the specific area where the fabric shade structures are proposed to be placed.
3. Any site modifications outside of adding fabric shade structures or extending immediate sidewalks or walkways to shade structure- including building or parking lot signage, parking lot improvements, restroom upgrades, etc.
4. Topographic survey of large portions of site, other than the specific area where shade structure is proposed to be installed.
5. Geotechnical Reports

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6. Storm Water Pollution Prevention Plan, Water Quality Management Plan, and Notice of Intent Submittals.
7. Design of Special Foundations due to poor soils conditions.

**D. Deliverables:**

HMC will deliver the above referenced scope of work on 30" x 42" drawings that will include a title sheet with a campus site plan and an enlarged site plan showing the location of the shade structures, and the manufacturer's PC approved set of documents for the shade structure(s).

**E. Compensation:**

HMC will provide the services outlined in the above Scope of Work for a minimum fixed fee of Ten Thousand Five Hundred Dollars (\$10,500), as follows:

Construction Documents (70%):	\$ 7,350
Bidding/Negotiation/DSA (10%):	\$ 1,050
Construction Administration/ Closeout (20%):	<u>\$ 2,100</u>
<b>Total Fee:</b>	<b>\$ 10,500</b>

This proposed fee is based on a 15% of the Construction project calculated with a \$70,000 construction budget. In the event that the Budget or Project Work Scope or Deliverables increases in size, quality, complexity, schedule, method of bidding, contracting, or phasing of construction; HMC Architects reserves the right to request the District for additional compensation accordingly.

**F. Additional Services:**

If Additional Services are required beyond the original Scope of Work, such as services described in Attachment "A", HMC will bill on an hourly basis per Attachment "B", HMC Hourly Rate Schedule.

**G. Reimbursable Expenses:**

Reimbursable expenses including costs related to printing, plotting (including 3D plotting) and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at one and one tenth (1.10) times the expense incurred by the Architect and Architect's Consultants.

**H. Other Terms and Conditions of This Proposal / Agreement:**

Reference Attachment "C" of this Proposal / Agreement.

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**I. Authorization / Agreement to Proceed:**

HMC Group is hereby requested and authorized by the Davis Joint Unified School District to provide Architectural / Engineering Services as described above. All the foregoing is agreed to and authorized by:

 _____	_____	_____	_____
Arturo Levenfeld, AIA Managing Principal License #C-29647	Date	Bruce Colby Assistant Supt. Business Services	Date

Please review this Agreement and if it meets with your approval, please sign and return one (1) original to my attention.

Sincerely,

**HMC Group**

  
Brian Meyers  
Associate Principal

Encls. Attachment "A" - Additional Service List  
Attachment "B" - HMC Hourly Rate Schedule

cc: L. Eloff, P. Nemeth, File-CN-AOA  
C:\Users\bmeyers\Desktop\L-GParker\_Letter Agreement Montgomery Shade Structure\_150624.docx

## 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)

<b>Description</b>	<b>Rates</b>
Principal in Charge	\$ 195
Project Director	\$ 190
Project Leader/Technical Leader	\$ 135
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 185
Project Manager/Project Architect/Technical Manager	\$ 160
Project Coordinator	\$ 115
Intermediate Drafter	\$ 105
Sr Construction Administrator	\$ 190
Construction Administrator	\$ 140
Construction Administration Support	\$ 80
Design Director	\$ 195
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	\$ 135
Cost Estimating	\$ 185
Specifications	\$ 165
Agency Compliance	\$ 90
Education Facilities Planner	\$ 160
Senior Education Facilities Planner II	\$ 175
Senior Education Facilities Planner I	\$ 195

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