

December 4, 2019

Alpine County Office of Education  
Alpine County Unified School District  
43 Hawkside Drive  
Markleeville, CA 96120

Attn: Klaus Leitenbauer, CPA  
Business Manager

RE: Proposal for Design Development Services  
Diamond Valley Elementary School – HVAC/Fire Alarm Modernization

Dear Klaus:

Thank you for the opportunity to present the attached proposal for the above project. The following proposal will confirm the conditions to establish an agreement for architectural services for this project.

A. SCOPE OF WORK:

HMR Architects, Inc. will provide architectural and engineering services to create the necessary construction documents to complete the HVAC modernization and fire alarm upgrade at the above referenced location. The work will include the removal and replacement of the existing HVAC system with a newer and more energy efficient system. The work will also include upgrades to the existing fire alarm system and replacement of the kitchen exhaust hood as well as accessibility upgrades to the existing restrooms including new fixtures and finishes, door hardware, signage and site parking and path of travel. In addition, the scope of work will also include miscellaneous improvements i.e. finishes, wall mats, dining tables, etc.

HMR and its consulting engineers will prepare the plans for submittal to DSA and any required local Authorities Having Jurisdiction and obtain approvals from these entities. HMR will provide a cost estimate at the 50% construction document phase. HMR will assist the District in bidding the project to qualified bidders and provide contract administration during the construction phase as well as final DSA Closeout and Certification of the project. Included in the scope of work are a total of 6 site visits that includes at least 1 site visit during the Construction Document Phase and 5 visits during the Bidding and Construction Phases.

B. TECHNICAL CONSULTATION:

1. Technical consultation of the work is subject to the following:
  - a. We will coordinate information with District personnel as required for them to accomplish coordination with our work.

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Sacramento, CA 95818  
T 916 736 2724  
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[www.hmrarchitects.com](http://www.hmrarchitects.com)

2. The base services to be provided by HMR under this contract shall be limited to architectural, structural, mechanical and electrical services only.

C. FEE AGREEMENT:

1. The following fee agreement is the basis for payment for the work described in Part A - Scope of Work will be predicated on the following OPSC sliding percentage scale. The preliminary estimated cost for construction is **\$3,240,000.00**. This construction cost will establish the base design fee amount noted below.
  - a. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost
  - b. Eleven and one-half percent (11.5%) of the next Five Hundred Thousand Dollars (\$500,000) of computed costs.
  - c. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - d. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - e. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - f. Eight percent (8%) of computed cost in excess of Ten Million Dollars (\$10,000,000)
2. Monies are due within 30 days of monthly billing date. Twenty Five (25%) percent of total fees are due upon completion of the 50% construction documents plans. Eighty five (85%) percent of fees are due at completion of the construction drawings and submittal to DSA, A/E fees to be advanced to Ninety (90%) percent of total fee amount upon DSA approval.

Upon bidding and contract administration phases the remaining ten percent (10%) of A/E fees would be billed in equal amounts on a monthly basis during the bidding, construction period and closeout period.

D. HOURLY RATES:

If the scope of work is changed, the Architect shall prepare a cost to complete the revised work or the District may direct the Architect to proceed on an hourly basis. HMR's hourly rates are as follows:

Principal-In-Charge	180.00
Senior Project Architect	155.00
Project Architect	142.00
Senior Project Manager	135.00
Project Manager	125.00
Job Captain	110.00
Senior CAD Drafter	100.00
Drafting	90.00
Clerical / Administrative Support	82.00

E. PARTIES OF AGREEMENT:

The agreement is between HMR Architects, Inc. and Alpine County Unified School District (hereafter referred to as the Owner) represented by Mr Klaus Leitenbauer, Business Manager, and no other party.

F. WORK ABANDONMENT:

If work is abandoned or suspended, in whole or in part, for any reason by the Owner, the service rendered on account of it to date of abandonment is to be paid for in proportion to the percentage of project completion or at the published HMR hourly rates above. Upon notice to terminate work, HMR will provide construction documents to support the percentage of completion being billed.

G. DISCLAIMERS:

It is understood that HMR Architects makes no warranty, expressed or implied under this service agreement. The drawings and specifications prepared by HMR Architects and furnished as a result of this agreement will be prepared in accordance with the generally accepted standards of the profession.

H. REIMBURSABLE COSTS & CLARIFICATIONS:

1. Special mailings, overnight deliveries, printing costs, travel shall be reimbursed by the Owner at cost +10% mark up.
2. Extra architectural services authorized by District and/or ongoing District driven changes to the scope of work required once the construction documents have exceeded 25% of their completion will be additional services to the contract.

I. EXCLUDED WORK:

1. Hazardous Material investigation and mitigation, MSDS Reports and related work are excluded and are not covered by our insurance carrier
2. Other engineering services including mechanical, civil, landscape, structural, fire sprinkler
3. Additional Cost Estimates beyond that noted in the scope of work
4. Additional services required of the Architect caused by delinquency, insolvency or failure of the contractor to complete work on the project completion date as adjusted by the contract time extensions through no fault of the Architect. Reimbursement to be deducted by the district, from the contractor's final retention, at the architects/engineers hourly rate in effect at the time of this contract signing. This would include all extensions of time beyond the allowable schedule, enforcement of liquidated damages, liens and claims filed by the contractors, etc.
6. Creating "Record Set Drawings" from the contractor's field notes at the completion of the project.

7. Plan check or review fees
8. Renderings, Color Boards, Models, etc....

J. DISTRICT RESPONSIBILITY:

1. Assign a representative authorized to represent the Owner on its behalf
2. Provide Testing and Inspection lab services as necessary along with District Inspector.
3. DSA, State and Local Fire Marshal Fees if required
4. A Hazardous Materials report for the school campus and/or area of work. Any additional costs associated with Hazardous Materials investigation, identification and abatement.
5. Provide DSA Certified Project Inspector.

K. BIDDING:

HMR shall provide 1 set of drawings and specifications to the District for the purpose of printing and distribution of District Plan Review set and Project Bidding Packages to General Contractors. Architect shall clarify construction questions during bidding and issue addenda to the District Project Representative for distribution to the contractors, building exchanges, etc. Bid Forms and District Front End Documents to be provided by District.

L. CONTRACT ADMINISTRATION:

HMR will provide contract administration in the form of answering daily field questions which arise, providing clarifications to drawings, reviewing submittals, resolving job conflicts or issuing letters as requested by the contractor, the building official or the Owner. Architect will provide up to 5 site observations upon request during the bidding and construction of the project including one final punchlist site visit. If special visits are required HMR would make itself available for periodic special observations that would be completed on an Hourly bases per the attached Hourly Rates in Section 'D' above.

M. ERRORS AND OMISSIONS:

HMR Architects shall do everything within its powers to protect the Owner from change orders during the course of construction. However, due to the nature of remodel and modernization type construction projects, some items such as buried conditions, deviation from original plans, dryrot, termite damage, mold, hazardous materials, etc., can remain unforeseen until construction begins. Hidden site conditions can and will occasionally arise and are impossible for the Architect to foresee.

Change orders created through inaccurate District supplied "As Built" or documents prepared by other district consultants shall be solely the responsibility of the specific consultant and non-binding to HMR. HMR only guarantees that it will endeavor to observe and to identify as many potential problems as possible, during the field investigations. Change orders generated through bidding prior to DSA plan checks are impossible for the architect to control.

N. RISK ALLOCATION:

The District and the Architect have considered their risks, rewards, and benefits of the project and both have agreed via this signed document, on the architect's fee basis for services on this project. The risks have been allocated such that the District agrees that the Architects full liability shall not exceed the Architects total fee on the project.

P. DRAWINGS, SPECIFICATIONS:

The drawings, specifications, electronic media and other documents prepared by the Architect for this project are instruments of the Architects Service for use solely with respect to this project and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright.

The owner may retain copies including electronic media and reproducible copies of the Architect's drawings, specification, electronic media and other documents for information and reference in connection with the Owners use, maintenance and occupancy of the project. The Architects drawings, specifications, electronic files shall not be used by the owner or others on any other project except by agreement in writing and with appropriate compensation to the Architect. The Owner agrees to waive any claim against the Architect and defend, indemnify and hold the Architect harmless from any claim or liability for injury or losses allegedly arising from unauthorized reuse of the Architect's instruments of services. The owner agrees to compensate the Architect for any time spent or expenses incurred by the Architect in defense of any such claim.

If this agrees with your understanding of the requirements for this project, please sign and return to our office. Under the Business and Professions Code # 5536.22 by the State of California, no work may commence on this project without the Alpine County Unified School District's written authorization.

Sincerely,  
HMR Architects, Inc.



Scott Pullen, AIA LEED AP  
Principal

Approved by:  
Alpine County Unified School District

\_\_\_\_\_  
Klaus Leitenbauer, CPA  
Business Manager

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Date