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April 20, 2020

Michael Otavka  
Director of Facilities, Planning & Construction  
Wm. S. Hart Union High School District  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

**Subject: Valencia High School Modernization  
Proposal for Multidisciplinary Feasibility Study**

Dear Mike:

Thank you for the opportunity to submit this proposal from HED for a multi-disciplinary Feasibility Study to define and confirm the scope of services for Valencia High School Modernization. We appreciate your confidence in our firm to serve your facilities' needs and look forward to executing this agreement and project with you.

We have carefully reviewed your requirements for the referenced project and toured the project site, and we have gained a specific understanding of the potential scope of your project and the services we are to provide in order to meet your goals. Our understanding is that the ultimate scope must fit within the established construction budget and that therefore desired improvements on the campus must be prioritized. We are confident that we have the qualified staff and experience necessary to carry out this investigation and support your project.

**Project Description**

The project to be evaluated and defined is a modernization of Valencia High School. The Scope of Work to be investigated as part of the feasibility is based on *Exhibit A – Project Scope and Preliminary Budget*, and includes

- Site accessibility (ADA) upgrades including campus entry points
- Administration Building modernization/reconfiguration (including parking and drop-off area)
- Special Education classroom modernization
- Theater remodel/modernization
- Upgrade classroom technology
- Replace/upgrade fire alarm system campus-wide
- Upgrade fire water system

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Our feasibility study will also include an evaluation of potential construction phasing and the potential need of interim housing during various phases of modernization. Total construction cost is estimated to be \$13,337,695. See Exhibit A for an overall summary of estimated costs).

#### **Scope of Basic Services**

Based upon our understanding of the scope of the project, Harley Ellis Devereaux (HED) proposes to provide the following professional Architectural and Engineering scope of services to meet your goals:

Our feasibility study services include **architectural** design, **structural** engineering, **civil** engineering, **mechanical**, **electrical**, and **plumbing** engineering, **low voltage** design, **theater** design consulting and preliminary construction **cost estimating**.

It is understood that we will present a proposal for comprehensive design services for Schematic Design through Project Closeout once the scope of work that matches the construction budget has been confirmed.

#### **Fee for Basic Services**

HED's fee for providing the above outlined services shall be a lump sum of **fifty-six thousand, six hundred and ninety dollars and zero cents (\$56,690.00)**, not including an allowance for reimbursable expenses as outlined below.

#### **Reimbursable Expenses**

The following out-of-pocket expenses shall be reimbursed at the rate of One and Ten Hundredths (1.1) times the actual cost to HED:

- Reproduction and delivery-related expenses for documents in excess of the District's requirements for "necessary complete sets" requested by the District for presentations and submissions to government agencies.
- Travel to Client and governing agency meetings and to the project site for parking and mileage.
- Preparation of professional, hyper-realistic presentation graphics, renderings and models requested by the Client.
- Payments advanced on behalf of the Project and the Client for permits / approvals / etc. requested by authorities having jurisdiction.

Reimbursable Expenses are not to exceed **five thousand dollars (\$5,000.00)** without prior approval.

#### **Additional Services**

HED will provide Additional Services if authorized and confirmed in writing by the Client. Such Additional Services may include surveys, environmental studies, water quality compliance, and any other services not otherwise included in this proposal under basic services or not furnished in accordance with generally accepted architectural, engineering or core consultant practice. HED's fee for additional services beyond the scope of basic services outlined above and which is in addition to



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the basic services fee amount shall be negotiated as a lump sum or hourly time and materials basis based upon the scope of services.

**Hourly Rates** (January 1, 2020 through December 31, 2020)

Level 6: Principal Architects / Engineers / Planner / Designers .....	\$293 to \$384
Level 5: Associate Principal Architects / Engineers / Planner / Designers.....	\$231 to \$303
Level 5: Associate Architects / Engineers / Planner / Designers	\$160 to \$275
Level 4: Salary Architects / Engineers / Planner / Designers	\$136 to \$226
Level 3: Hourly* Architects / Engineers / Planner / Designers	\$102 to \$136
Level 2: Hourly* Architects / Engineers / Planner / Designers	\$78 to \$113
Level 1: Hourly* Architects / Engineers / Planner / Designers	\$65 to \$84

Rates are subject to change annually and are effective through December 31, 2020.

\* Subject to Overtime premium of 1.5 times schedule rate.

**Exclusions**

The following services are beyond the scope of this project unless agreed to as additional services:

- Photovoltaics
- Specialty consultants not mentioned as part of this proposal for services;
- Inventory of existing tenant furniture and equipment;
- Services to refurbish or relocate existing tenant furniture and equipment;
- Design, engineering and documentation necessary to obtain a Leadership in Energy and Environmental Design (LEED) rating from the U.S. Green Building Council (USGBC) are excluded from the Architect's scope and fees;
- Life-Cycle Analysis;
- Measured drawings of existing conditions;
- Traffic / Parking Consultant;
- Tree Preservation Consultant;
- Waterproofing Consultant;

**General Conditions**

**Client Responsibilities**

The Client shall furnish all existing information about the site and facilities, including but not limited to existing drawings, geotechnical surveys, soils reports (as required), topographical site surveys, hazardous material report, and previous consultant reports. The Client shall provide to HED digital (Autocad or Revit) documentation from previous architects and engineers who have worked on the campus insofar as it is available.



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### **Payments**

HED will submit invoices for our services every month for the portion of services completed. Payment is expected within thirty (30) days of receipt of invoice.

### **Project Schedule**

HED shall begin work on the project within two weeks of your authorization to proceed and upon receipt of requested information as outlined under Client Responsibilities. The fee is developed based on the following assumptions:

- The feasibility study will be completed within five weeks of commencing the work.
- HED will receive authorization to proceed with the work within sixty (60) days of the issuance of the proposal.

### **Project Team**

HED is pleased to offer a team of personnel to meet the requirements of your program. We believe each team member has the creative talent, technical expertise and enthusiasm to make your project successful. The following key personnel have been selected for their abilities and experience:

#### **HED:**

John R. Dale, FAIA	Principal in Charge, Lead Designer
Granaz Movahed	Project Manager / Project Architect
Guillermo Castellanos	Technical Coordinator, Construction Administrator
Binh Wong	Senior Designer
Sean Bani	Senior Electrical Engineer
Megan Mahmoudi	Senior Mechanical Engineer
Michael Sexton	Low Voltage / Audio Visual Engineering

#### **CONSULTANTS:**

Structural engineering	Brandow & Johnston
Civil engineering	PSOMAS
Cost estimating	Capital Projects Group
Theater	Shalleck Collaborative

The proposed consultant team, as outlined above, will be reviewed and finalized in consultation with the Client.

### **Insurance**

HED carries both general business and architect's and engineer's professional liability insurance coverage for the protection of both our firm and our clients. We would be pleased to share the details of said coverage if you so request.

### **Termination, Suspension or Abandonment**

In the event this project is either terminated, suspended or abandoned by the Client, HED requires seven (7) days notice from the Client and payment for services performed and costs incurred up to



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the termination effective date.

#### **Hazardous Materials**

HED does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, HED cannot provide these services. It is our understanding that the Client will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.

#### **Construction Cost**

The Client acknowledges that neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. As such, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by HED.

#### **Dispute Resolution**

In the event that a dispute should arise pertaining to the contract performance of either or both parties, HED believes that the use of Alternate Dispute Resolution (ADR) methods works to the best interest of both parties. Our firm actively advocates the use of ADR methods including mandatory informal negotiations, mediation and binding arbitration. We will suggest various ADR methods and contract clauses in the final form of contract to be used, upon acceptance of this proposal by the Client.

This proposal will be considered valid for sixty (60) days from date of issue. Upon acceptance, this letter proposal will become an exhibit to the Client's Master Agreement with HED.

If you have any questions regarding this proposal for design services, or if you wish to discuss any aspect of the project, please contact me directly. We look forward to this opportunity to serve you.

Very truly yours,

HARLEY ELLIS DEVEREAUX

A handwritten signature in black ink, appearing to read 'John R. Dale'.

John R. Dale, FAIA  
Principal-in-charge

JD:jd