

# HMC Group

**Amendment No.** 002  
**Date:** January 25, 2022  
**Project Name:** William S. Hart Union High School District  
Sierra Vista Junior High School MPR and Kitchen Modernization  
HMC #3439-005-100

## AMENDMENT NO. 002 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated April 19, 2021, by and between William S. Hart Union High School District (Owner) and HMC GROUP (Architect), with respect to providing Architectural and Engineering Services is hereby amended, modified, and revised as follows:

### Scope of Work:

**ADD** mandatory full-code upgrade of the existing Multipurpose Room Building instead of the currently designed voluntary seismic improvements as discussed during our DSA Intake meeting and Owner/Architect meeting on January 28, 2022. (Refer to Attachment "A" - IMEG's Additional Service Fee Proposal #1, dated 01/24/2022)

### Assumptions:

1. Once the structural engineer determines the mandatory full-code seismic scope of work and how it affects the current documents developed by other disciplines, a separate additional service fee proposal may be submitted if revisions are required of those documents.

### Architect's Compensation:

HMC will provide the above scope of services as a Fixed Fee of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (**\$37,500.00**) as follows:

IMEG (Structural):	\$37,500.00
<b>Total Add Service Fee</b>	<b>\$37,500.00</b>

Phasing and payment of this Additional Service Request #002 are for the 100% Construction Document Phase.


### Reimbursable Expenses:

In accordance with the terms and conditions of the Architect Owner Agreement for Architectural Services.

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

**HMC GROUP**  
**633 W 5<sup>th</sup> Street, Third Floor**  
**Los Angeles, CA 90071**

**William S. Hart Union High School District**  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

By   
Virginia E. Marquardt, AIA 01/25/2022  
Principal In Charge

By \_\_\_\_\_ (Date)

CC:  
Amendment to Owner Architect Letter Agreement-1

S. Jimenez, File-CN-AOA

Encl(s): Attachment "A" – IMEG's Additional Service Fee Proposal #1, dated 01/24/2022

# ATTACHMENT A



~~January 19, 2022~~

**Revised January 24, 2022**

Virginia Marquardt  
HMC Architects  
633 W. 5th Street, Third Floor  
Los Angeles, California 90071

RE: **Revised** Proposal for Engineering Services  
William S. Hart Union School District (WSHUSD), Sierra Vista Junior High School (JHS)  
Mandatory Full-Code Seismic Upgrade of the MPR Building  
19425 Stillmore Street, Santa Clarita, CA 91351  
Project #: 21002727.01

Dear Virginia:

Thank you for the opportunity to provide this fee proposal for the subject project.

## **SCOPE OF PROJECT**

As discussed during and after the meeting with DSA on January 18, 2022, it is our understanding that WSHUSD would like to proceed with mandatory full-code upgrade of the MPR building in lieu of the currently designed Voluntary Seismic Improvements (VSI). Mandatory full-code upgrade shall be accomplished in accordance with applicable provisions of Chapter 3 of 2019 edition of the California Existing Building Code (CEBC'2019).

## **OUR SERVICES WILL INCLUDE**

Our services for this scope would include the following. References to code sections in the following are to CEBC'2019 unless noted otherwise.

1. Develop Existing Materials Testing Program (EMTP) at "usual" level per item #2 in §319.2. Based on post-DSA discussion with the District, it is our understanding that DSA would not review and approve the EMTP prior to its implementation in the field.
2. Update computer models developed for voluntary upgrade to seismically evaluate the building in its existing configuration per Method A (§320) for dual-level criteria corresponding to Risk Category III in Table 317.5. Specifically, S-3 (Life-Safety) for BSE-1E and S-5 (Collapse Prevention) for BSE-

- 2N. If BSE-1E & BSE-2N ground motions are not available in the project Geotech and geo-hazards report, we would use USGS ground motions. In order to expedite DSA submittal, initial evaluation and upgrade designs shall be based on material strengths indicated on the existing structural drawings and adjusted in accordance with factors given in the code. If the "tested" material strengths turn out to be significantly different than the assumed values, we would update the retrofit designs based on "tested" strengths.
3. Evaluate compliance, or lack thereof, of elements of the seismic-force-resisting-system (SFRS).
  4. If we conclude that new structural elements must be added to supplement the existing SFRS, advise you and the District representatives of the same for information and coordination purposes.
  5. Perform detailed designs of (a) new elements required, if any, for the SFRS, (b) connection of new SFRS elements to the existing structure, and (c) upgrade, as and if needed, for the existing SFRS elements.
  6. Coordinate seismic upgrade construction documents with other disciplines.
  7. Compile structural calculations and drawings for DSA submittal.
  8. Respond to DSA plan review comments. We have allocated maximum 50 hours for this task. Additional time, if needed, to respond to plan review comments would be considered add-service.
  9. Obtain DSA approval of seismic upgrade construction documents.

### **ASSUMPTIONS**

1. Architect and MEP team would work around the seismic upgrade approved by DSA.
2. Value engineering revisions after DSA approval shall be considered as added services.
3. This fee proposal is valid for approval by HMC Architects for a period of 90 days from the date of this proposal.
4. Original as-approved or as-built and legible drawings shall be provided by the District.
5. Analysis and design for seismic evaluation and upgrade shall be based on information from as-approved and as-built drawings provided by the District.
6. IMEG would conduct maximum two site visits to observe bracing and anchorages of existing MEP equipment and distribution systems. Hard ceilings, if any, would not be removed. Concealed elements would not be observed.

### **EXCLUSIONS**

1. Development of Existing Materials Testing Program (EMTP) at "comprehensive" level per item #3 in §319.2.
2. Use of Method B (§321) for seismic evaluation and retrofit design.
3. Peer review and/or other third-party review beyond normal plan review.
4. Nonlinear analyses, if requested by DSA for any reason.
5. Design and calculations for temporary and/or permanent shoring.
6. Cost estimating.
7. Redesign of seismic upgrade should the contractor prefer to do things differently.



8. DSA back check meeting(s) outside of Los Angeles area.
9. Development of as-built drawings for structural and/or MEP anchorage/bracing.
10. Structural anchorage designs for any new MEP equipment, MEP utility distribution systems, interior designs, etc. in the MPR building.
11. Multiple bid packages.
12. Phasing or sequencing of drawings.
13. Multiple phases of construction.
14. Fees for Geotech engineer, MEP engineers, inspection team, testing lab, DSA permits, etc.
15. Hazardous material assessment and related impact design.
16. Preparation of alternate bid packages.
17. Design for base isolation and/or damping systems.
18. Non-conventional foundation system (such as post-tensioned slab, stone columns, etc.).
19. Sound/noise barrier wall.
20. Redesign due to unforeseen conditions.
21. Construction administration effort beyond 14 months (as was indicated in our original proposal).

### **SCHEDULE**

1. We anticipate completing the Existing Materials Testing Program (EMTP) within two weeks of receipt of the written authorization to proceed.
2. We anticipate completing the construction documents for DSA submittal within six weeks of the receipt of written authorization to proceed. This is based on the assumption that the testing lab would provide "tested" material strengths at least two weeks before scheduled DSA submittal.

### **SUSPENSION OF WORK**

1. Upon delivery of a written notice to client to suspend services, IMEG Corp. will immediately suspend performance of the services in the manner and for the duration directed by client in said notice. IMEG Corp. shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, IMEG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, IMEG shall be entitled to an equitable adjustment to the schedule and the fee.

### **COMPENSATION:**

We propose to provide the services described above for a Fixed Fee of **\$37,500** (Thirty Seven Thousand & Five Hundred Dollars). Should there be a change in scope once authorized will be invoiced as added services per the enclosed Standard Hourly Rates.




**GENERAL**

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

   
Digitally signed by Balram  
Gupta, Ph.D., S.E.  
Date: 2022.01.24  
16:13:20-08'00'

Balram Gupta, Ph.D., S.E.  
Senior Principal | Client Executive  
[balram.gupta@imegcorp.com](mailto:balram.gupta@imegcorp.com)

BG/ap

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