



July 13, 2023

Mr. Dustin Christensen, PE
Principal Engineer
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: Additional Services Request – Unforeseen Existing Conditions/Added Construction Administration
Beaumont City Hall Renovations
SGH Architects Project No: 21-60100-00

Dear Dustin,

SGH Architects is pleased to submit the following Proposal to provide Additional Architectural and Engineering Design Services for the above-referenced Project.

1.0 PROJECT DESCRIPTION

- 1.1 Provide additional Construction Administration Services relative to addressing unforeseen structural and mechanical conditions. These unforeseen conditions create additional work/re-design of mechanical systems, plumbing systems, structural systems, and architectural design of the spaces.
- 1.2 Provide field topographic survey and design for new publicly accessible and ADA-compliant ramp and stair connecting the accessible parking and public way (east sidewalk) to the accessible north entrance of the City Hall Building, Reconstruction of the existing landing area, the existing north access ramp and existing east access ramp will be required.

2.0 SCOPE OF SERVICES

- 2.1 Additional Construction Administration Scope: Provide additional support and supplemental design (Architectural/MEP/Structural) to address unforeseen conditions to ensure that the intent of the original design is retained to the extent possible.
 - 2.1.1 Issue supplemental instruction through Instruction Bulletins to the Contracting Team for design change pricing and implementation. Scope includes submittal to Building Official for approval as required.
- 2.2 North and East Site Accessibility Improvements Scope: The existing exterior access paths from the accessible north parking area and east public way to the back corridor entrance are non-accessible. This path of travel was a requirement as noted on the Commercial Plan Corrections list as prepared by the City Plan Check consultant and was noted to be deferred. Completing this portion of the work provides the code-required accessible paths.
 - 2.2.1 Prepare topographic survey of the northern and eastern City Hall (adjacent to building, location of existing non-compliant path) site area for the development of a grading plan in the area.
 - 2.2.2 Prepare precise grading plan and horizontal control plan for the required improvements for accessible path of travel/ramp(s) and new stairs.

- 2.2.3 Prepare all required architectural ramp, curb, railing, surface treatment and signage design/details.
- 2.3 Up to two (2) additional meetings are included in this added scope.
- 2.4 Includes Project Close-Out Services as required.
- 2.5 The remaining terms, exclusions and assumptions remain unchanged according to the SGH Architects Professional Services Agreement dated August 3, 2021.

3.0 PROFESSIONAL FEE AND SCHEDULE

3.1 SGH Architects proposes to provide the additional services in accordance with the Scope of Services outlined within Section 2.0 above for an additional fixed fee of **Forty-Eight Thousand Eight Hundred Seventy-Five Dollars (\$48,875)**.

3.1.1	Fee by Project Component	
	▪ Additional Construction Administration Effort	\$22,500
	▪ Site Ramp/Stair Accessibility Improvements	\$26,375

3.2 It is anticipated that this additional scope will be completed with Construction Documents within sixty (60) calendar days following the issuance of the Notice to Proceed with this added scope.

We look forward to working with you, and the City of Beaumont Team on this project. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
SGH Architects, Inc.



Michael J. Stephens, AIA, NCARB
Managing Partner

cc: T. Huckins, Accounting, File

EXHIBIT "A"

**Executed Original Professional Services Agreement with
SGH Architects**

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 3rd day of August, 2021, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and SGH Architects whose address is 707 Brookside Ave, Redlands, CA 92373 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Architectural Design for the City Hall Renovations located at 550 E. 6th Street; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Architectural Design for the City Hall Renovations located at 550 E. 6th Street per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Michael Stephens as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Ninety One Thousand Dollars (\$191,000).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and

agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees, Consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes CONTRACTOR'S liability as to the negligence or willful misconduct of any of the Indemnified Parties. In no event shall the cost to indemnify, hold harmless, and defend charged to CONTRACTOR exceed CONTRACTOR'S proportionate percentage of fault.

8.02 CONTRACTOR'S duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the City may have under the law or under this Agreement.

8.03 At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the City and CONTRACTOR shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a

third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.) or (2) if no determination was made, based on a good faith determination of the City and the CONTRACTOR. At that time, the Parties shall determine the cost to defend that is chargeable to the CONTRACTOR and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to

the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this

Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____



Mike Lara, Mayor

CONTRACTOR:

SGH Architects, Inc.

By: _____



Print Name: Michael J. Stephens, AIA, NCARB

Title: Principal | Partner

EXHIBIT "A"

PROPOSAL

(insert behind this page)

July 19, 2021

Ms. Kristine Day, Assistant City Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: Proposal for Architectural Design for the City Hall Renovation

Dear Ms. Day:

We are pleased to present to you the following proposal for architectural and engineering services for the City of Beaumont City Hall Renovation.

1.0 PROJECT DESCRIPTION

1.1 The Project is the partial renovation of the Beaumont City Hall. The program includes replacement of windows in Building B, reroofing entire roof area, upgrade fire systems to accommodate new office space, upgrade HVAC System to accommodate new office space, upgrade existing public restrooms, create Mother's Room, two (2) single stall restrooms, customer service and finance office areas, and upgraded fire protection systems throughout.

1.2 It is our understanding the following services/phases will be provided:

- Architectural Design, Structural, Civil, Mechanical, and Electrical and Plumbing.
 - Schematic Design Phase (SD)
 - Design Development Phase (DD)
 - Construction Documents Phase (CD)
 - Specifications
- City of Beaumont Plan Check/Review
- Bidding Assistance
- Construction Administration
- Close-out Assistance

1.3 We understand that the project will be reviewed and approved by the City of Beaumont.

1.4 Proposed Consultants for the Project are as follows, subject to approval by the City of Beaumont:

- Structural Engineering KNA Structural
- Mechanical, Electrical, Plumbing & Fire Alarm DCGA
- Cost Estimating and Budgeting HL Construction Management

1.5 The Project Budget is understood to be \$1,768,387, with an approximate Construction Budget of \$1,414,710.

2.0 SCOPE OF SERVICES

2.1 Pre-Design and Schematic Design (SD)

With the intention of properly siting the building, our services during this phase include the following:

- 2.1.1 Meet with key stakeholders to review and validate the conceptual program and spaces prior to initializing work within this phase. Develop a space needs assessment, Building Program and Basis of Design criteria document.
 - 2.1.2 Prepare necessary design documents of the building, inclusive of floor plans, interior elevations, building sections, 3-dimensional views/renderings as required to convey design to the stakeholders and the city.
 - 2.1.3 Prepare and submit SD Phase cost estimate at 30% completion for city review and approval.
 - 2.1.4 Submit SD documents at 30% completion to city for review and approval.
 - 2.1.5 Present SD to Planning Commission and City Council.
 - 2.1.6 Up to two (2) city in-person meetings are included in this phase. Virtual weekly meetings, as required, are included.
- 2.2 Design Development (DD)
With the intention of further refining the Schematic Design to incorporate the building systems, details and design requirements as required by the city, our services during this phase will include the following:
- 2.2.1 Coordinate with architect and consultant team to establish the final design, including a basis of design narrative, for the following systems:
 - 2.2.1.1 Further develop the interior architectural design/planning of the building.
 - 2.2.1.2 Develop the design for electrical systems, including fire alarm and emergency communication systems.
 - 2.2.1.3 Develop the design for mechanical systems.
 - 2.2.1.4 Develop the design for structural support systems.
 - 2.2.2 Upon city approval, review the DD Phase drawings with the various agencies having jurisdiction and make modifications as required.
 - 2.2.3 Develop outline specifications for city and consultant team review, editing and approval.
 - 2.2.4 Update and submit DD Phase documents and cost estimate at 100% completion submittal for city review and approval.
 - 2.2.5 Up to five (5) city meetings are included in this phase. Virtual weekly meetings, as required, are included.
- 2.3 Construction Documents (CD)
With the intention of developing documents for the bidding and construction of the project, our services will include the following:
- 2.3.1 Prepare final architectural and interior design drawings, specifications, and bidding documents. We will coordinate with City Purchasing Department as required to incorporate applicable drawings into contract documents.

- 2.3.2 Coordinate final CD comments from city with drawings, specifications, and bidding documents.
 - 2.3.3 Prepare final Specifications for city review and approval.
 - 2.3.4 Submit CD documents at 60% and 95% completion to city for review and approval. Submit 100% PS&E as part of final bid package.
 - 2.3.5 Update and submit CD Phase cost estimate at 95% submittal for city review and approval.
 - 2.3.6 Up to three (3) city meetings are included in this phase. Virtual weekly meetings, as required, are included.
- 2.4 City Plan Review/Approval
With the intention of obtaining jurisdictional agency approvals, our services during this phase will include the following:
- 2.4.1 Submit and provide technical assistance in obtaining approvals from the City of Beaumont and attend any necessary meetings for subject project with the city.
 - 2.4.2 Respond to city comments and correct documents for city back-check approval.
 - 2.4.3 Update CD Phase Project estimate as the result of revisions caused by the city review.
- 2.5 Bidding Assistance
With the intention of assisting the city in the bidding process, our services will include:
- 2.5.1 Coordinate with designated plan room for electronic plan distribution.
 - 2.5.2 Review and comment on the city's proposed bidding procedures (Divisions 0) and develop the Division 1 of the Bid Documents.
 - 2.5.3 Assist in the development of bid alternates (if required).
 - 2.5.4 Prepare Addendums and provide responses to RFI's.
 - 2.5.5 Assist city with evaluation of bids.
 - 2.5.6 Attend one (1) pre-bid job walk with prospective bidders.
- 2.6 Construction Administration (CA)
With the intention of administering the construction process, our services during this phase will include the following:
- 2.6.1 Attend one (1) pre-construction meeting to assist contractor in establishing the methods for administering the construction process with the Project Team, Project Inspector, and city.
 - 2.6.2 Visit the site bimonthly to become generally familiar with the construction progress and quality of the work completed, as well as conformance with the construction documents. Up to ten (10) site visits are included in this proposal. Additional site visits, if needed, will be billed on an hourly basis.

- 2.6.3 Based on Architect's periodic observations, review of the construction schedule, payment schedule and evaluations of the Contractor's application for payment, Architect shall review and comment on the amounts due the Contractor.
- 2.6.4 Review and accept, reject, or take other appropriate action upon Contractor's submittal schedule and submittals of shop drawings, product samples, and samples for the purpose of checking for conformance with the approved construction documents.
- 2.6.5 Prepare and submit Architect's Supplemental Instructions, Bulletins, Change Orders, and other documents necessary to implement minor changes to the work, as approved or authorized by the city.
- 2.6.6 Prepare final punch list for Project and make recommendations for Notice of Completion.
- 2.6.7 Assist with close-out of the Project with the city.
- 2.6.8 Review, prepare and submit Record Drawings based on as-built documents furnished by the contractor.
- 2.6.9 The estimated time of construction for this Project is approximately four (4) months.

3.0 ASSUMPTIONS

- 3.1 Legal Information and Plats, where required for dedication of off-site road right of way or other easement, if needed, will be provided by city.
- 3.2 Site survey, geotechnical reports, low voltage (information technology head-in systems, audio/video systems), art installation/professional services and all construction testing & inspection services as required will be provided by city.
- 3.3 SGH Architects will provide design/coordination for analog and digital signage for the Project, as well as design criteria for the fire suppression design (deferred approval) and design for public address system, fire alarm system and infrastructure design only for the security system.
- 3.4 All assessment and documentation as required under the California Environmental Quality Act (CEQA) and local, state, and federal guidelines will be provided by city.
- 3.5 Division 0 of the specifications will be provided by city. SGH Architects will review and make recommendations for modifications. Division 1 of the Specifications will be provided by SGH Architects. The city will prepare the following:
 - Notice Inviting Bid /Instructions to Bidders
 - Contractor's Proposal /Agreement Form
 - Payment and Performance Bonds
 - Contractor's Certificate Regarding Worker's Compensation
 - General Conditions
 - Geotechnical/Geohazard Reports
- 3.6 The city will be responsible for the bid advertising and opening. SGH Architects will assist the city in the bidding, answer bid questions and be available for the bid opening.
- 3.7 Flow test reports at the nearest fire hydrant will be provided by city for use in completing the fire flow calculations for fire protection design as required.
- 3.8 The project delivery method is assumed to be traditional design / bid / build.

4.0 EXCLUSIONS

- 4.1 All survey and/or geotechnical services.
- 4.2 Identification of any hazardous material and/or remediation design.
- 4.3 Upgrades to existing service utilities, utility coordination or any emergency power/solar system design.
- 4.4 All bonds, utility charges, public agency fees, city fees and title company fees.
- 4.5 Title 24 acceptance testing services.
- 4.6 Close-Out or Certification of any previous unapproved projects.
- 4.7 On-site and off-site fire hydrant design.
- 4.8 Testing and Inspection.
- 4.9 Detailed quantity surveys/inventories of material or equipment.
- 4.10 Costs for bidding, shipping, mailing, printing, reproductions, and photography of design documents (except as noted in Exhibit "A", item 1.2).
- 4.11 Value engineering, life cycle cost analysis, construction phasing and interim housing design services.
- 4.12 Data, communication, and emergency head-in systems. Backbone design included.
- 4.13 Seismic upgrade of existing building.
- 4.14 Civil and Landscape design.
- 4.15 Detailed as-built services, laser scanning.

5.0 PROPOSED FEE

- 5.1 SGH Architects proposes to provide services in accordance with the Scope of Services outlined within **Section 2.0** above for a fixed fee of **One Hundred Eighty-One Thousand Dollars (\$181,000)**.
 - 5.1.1 The Fee includes the following:
 - Architectural Building Design.
 - Structural (related to new construction), Mechanical, and Electrical Engineering Design
 - Low voltage systems design includes Fire Alarm, Security, Door Access Control and Public Address
 - Cost Estimates
 - Specifications
 - Construction Administration Services
 - Project Approval/Close-Out Services
 - Reimbursable Costs
- 5.2 Should there be changes to the scope of the project that affect the fee, we will not proceed without a written and signed authorization from city for Additional Services. Our hourly rates are defined in Exhibit "B".

Ms. Kristine Day, Assistant City Manager
City of Beaumont – Architectural Design for the City Hall Renovations
July 19, 2021

5.3 Reimbursable expenses are in addition to the base fee or hourly fee and are defined in Exhibit "A" and are expected to be **Ten Thousand Dollars (\$10,000)** and are included in the total proposed fee.

6.0 SCHEDULE

6.1 The preliminary schedule is prepared and submitted separately within this RFQ response.

We look forward to working with you and City of Beaumont Team on this Project. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

SGH Architects



Michael J. Stephens, AIA, NCARB
Principal | Partner

Cc: File

Attach: Exhibit A Reimbursable Expenses
Exhibit B 2021 Hourly Billing Rates
Exhibit C Fee Breakdown by Phase

EXHIBIT “A”

1.0 REIMBURSABLE EXPENSES

- 1.1 Expenses which may be incurred in conjunction with the project and will be paid directly by city are listed below. We will send an electronic copy of pre-design, design, bid and/or construction documents to the Reprographics Company designated by the city for the following:
- Reproduction of plans, specifications, and other related materials for review by city and submittals to public agencies.
 - Reproduction of the bid documents for general bidding purposes.
 - Reproduction of the construction document sets for the implementation of the construction.
- 1.2 Expenses which may be incurred in conjunction with the project and have been included within our fee are as follows:
- Reproduction of plans, specifications, and other materials for internal review by A/E team.
 - Telephone calls, facsimile transmissions.
 - One (1) set of Construction Documents (plans, reports, WQMP, etc.) upon city approval at 100% CD Phase.
- 1.3 Reimbursable Expenses, which are not included within our fee and may include the following:
- Permit filing fees.
 - Unique presentation of printed material specifically requested by city or another public agency.
 - Printing by outside reprographics company authorized by city.
 - Travel expenses outside of Riverside or San Bernardino County.
 - Postage and delivery charges for printed documents and express/overnight mailings.

EXHIBIT “B”

1.0 2021 HOURLY BILLING RATES

For any additional services that may be authorized by the city, our 2021 Billing Rates will apply. These hourly rates are updated on an annual basis.

<u>Architectural Staff</u>	<u>Hourly Rate</u>
▪ Senior Project Manager/Principal	\$245.00
▪ Senior Professional	\$190.00
▪ Professional	\$150.00
▪ Construction Administration Support	\$140.00
▪ Professional Support/Senior Technical	\$130.00
▪ Technical	\$ 95.00
▪ Administrative/Clerical	\$ 80.00

EXHIBIT “C”

1.0 FEE BREAKDOWN BY PHASE

15%	Pre-Design and Schematic Design	\$ 27,150
25%	Design Development	\$ 45,250
30%	Construction Documents	\$ 54,300
5%	Bid Award	\$ 9,050
24%	Construction Administration	\$ 43,440
1%	Project Close-Out	\$ 1,810
	Subtotal	\$ 181,000
	Reimbursable Costs	<u>\$ 10,000</u>
	Total	\$ 191,000

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

