



Proposal for Structural Engineering Services

PROJECT: Beach Cities Health District
514 North Prospect Ave
Redondo Beach, CA
Peer Review of Prior ASCE 41 Evaluation and Retrofit Concepts

DATE: 6/13/2021

REQUESTED BY: Leslie Dickey
Executive Director of Real Estate
Beach Cities Health District
Ph: 310-374-3426, x274
Leslie.Dickey@bchd.org

DESCRIPTION OF STRUCTURAL ENGINEERING SERVICES:

This proposal is to perform a limited structural peer review of a prior seismic evaluation and retrofit concepts prepared by Nabih Youssef & Associates for the following buildings:

1. 1957 Original Tower and expansions
2. 1957 Central Plant
3. 1967 North Tower
4. 1967 South Tower

Structural drawings of the original construction are available for each building.

SCOPE OF ENGINEERING SUMMARY:

1. Conduct a site investigation to note conditions of deterioration, detect past structural alterations, and to improve our understanding of each building.
2. Review available structural drawings.
3. Review available structural documentation and analytic models prepared by NYA.
4. Perform simplified structural analyses to verify fundamental bases used by NYA to reach conclusions.
5. Verbally report our findings and recommendations.
6. Prepare a written report of our findings and recommendations.

Refer to ATTACHMENT B for a detailed description of the structural engineering scope of services included in this proposal. Refer to ATTACHMENT C for a list of additional services and scope exclusions.

ADDITIONAL SERVICES: Scope and fee for additional services, if any, will be as mutually agreed in writing by B&J and Client. Refer to ATTACHMENT A for the B&J hourly rate schedule, which is updated yearly.

CLIENT'S RESPONSIBILITIES: Client shall provide full information regarding requirements for the Project and shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the Project. The Client or Client's authorized representative shall review documents submitted by B&J and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of B&J's services. The Client shall furnish required information as expeditiously as necessary for the orderly progress of B&J's services and B&J shall be entitled to rely upon the accuracy and completeness thereof.

Client also agrees to provide B&J with all reports regarding the findings and recommendations provided by appropriately licensed or qualified persons from surveys of the Project site and facilities.

COMPENSATION: B&J shall be paid for these services on the basis of a lump sum fixed fee which includes compensation for professional services performed by B&J and its consultants as described in this Agreement. In addition to the lump sum fixed fee, B&J shall be paid for Reimbursable Expenses and cost of professional services performed by others not specifically included in the description of services for this Agreement as described in SECTION II – Reimbursable Expenses; approved additional services as mutually agreed between B&J and Client; and Premium Payments for Overtime Work approved in advance by the Client.

ENGINEERING FEE:

Structural Engineering Fee \$26,000, Lump Sum

The proposed B&J engineering fees are valid for a period of 6 months from the date of proposal unless this proposal is withdrawn or otherwise revised by B&J.

GENERAL TERMS OF AGREEMENT

SECTION I. Definitions

The following are definitions of certain terms as used in this Agreement:

- A. "Direct Personnel Expense". Direct salaries earned by productive personnel while performing services directly related to each work assignment and by their supervisors plus the cost for mandatory and customary benefits provided by B&J to such individuals. Direct salaries are computed by using total hours employed on each work assignment multiplied by the regular hourly rate of pay.
- B. "Overtime Work". Hours worked by each employee in excess of the normal daily schedule or 40 hours each week, whichever is greater.
- C. "Premium Payments for Overtime Work". Direct salaries earned by each employee as computed using hours of overtime work multiplied by one-half the regular hourly rate of pay.
- D. "Certify", "Certification". These or derivative words when used in this Agreement or in any document developed or arising out of this Agreement or services provided by B&J hereunder, mean the provision by B&J of its professional opinion of Project conditions which result from knowledge of B&J, its employees, or consultants that is gained from visual observations that have been performed. Certification by B&J, its employees and consultants shall not relieve any other party of any contractual or customary responsibility or obligation.
- E. "Purchase Order". This term or such document, if used, by the Client in connection with this Project shall be considered an accounting convenience for the Client in terms of defining a basis for tracking project accounting for the Client only. All terms and conditions, if any, appearing on or attached to or referenced by a Purchase Order (other than reference to this Agreement) are void and are superseded by the terms and conditions of this Agreement.
- F. "Cost Estimate". This term or derivative terms mean a professional opinion provided by B&J or its consultants of the probable construction cost of the Project. In providing opinions of probable construction cost, the Client understands that B&J has no control over costs or the price of labor, equipment or materials, or over the construction contractor's method of pricing, and that the opinions of probable construction costs provided are made on the basis of B&J's qualifications and experience. B&J makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to actual bids or actual costs.

SECTION II. Reimbursable Expenses

B&J may incur expenses such as the following while performing the required services. None of these expenses are included in the Compensation for services. When requested by the Client, B&J may incur such expenses which shall be reimbursed by the Client as follows:

- A. On the basis of cost plus 15%, unless prepaid by Client, for items such as the following:
 - 1. Fees paid for securing approvals of documents prepared by B&J and its consultants by authorities having jurisdiction over the Project.
 - 2. Transportation, lodging and subsistence costs for travel to points outside Los Angeles and Orange Counties.
 - 3. Communication costs including delivery charges, express mail and postage.
 - 4. Fees and expenses for special consultants and for other services and data furnished on behalf of the Client.
 - 5. All charges relating to photographs, photostats and other special reproductions required for the Project.
 - 6. Expenses for reproduction, binding, and delivery of technical reports; of all construction documents issued to Client, contractors, B&J and others; and of all leasing data required by Client or its consultants.
- B. Travel utilizing personal vehicles shall be reimbursed at \$0.585 per mile plus tolls and parking expenses
- C. Travel utilizing shared ride services (such as Uber, Lyft, etc.) or car sharing services (such as ZipCar, etc.) shall be reimbursed on the basis of cost plus 15%.
- D. On the basis of cost for Premium Payments for Overtime Work required for the Project.

SECTION III. Payments Due

All Compensation for professional services earned and Reimbursable Expenses incurred shall be due and payable monthly upon presentation of invoices therefore, with payment of 75% of the Engineering Fee to be received prior to issuance of any construction documents for review by governmental agencies having jurisdiction. Client concurs that time is of the essence with respect to payment of these invoices, and that timely payment is a material part of the consideration of this Agreement. If payment in full is not received by B&J within 30 days after such presentation, B&J shall:

- A. Be paid a monthly service charge (not an interest charge) of 1-1/2% per month on the unpaid balance from the date of the invoice, but the payment of such charge shall not excuse the default in payment; and

B. Have the right to:

1. Suspend all work until payment is received and at no liability to B&J if Client is damaged by the suspension; and/or,
2. Terminate the unperformed portion of this Agreement at no liability to B&J if Client is damaged by the termination.

Any payment received by B&J more than 30 days after presentation of invoice to Client shall first be applied to accrued service charge and then to the principal unpaid amount. Payment of invoices is in no case subject to reduction, discounting, or set-off by Client. In addition to all other amounts to be paid to B&J, Client shall reimburse B&J for all costs and expenses incurred, including consultants' and attorneys' fees and Direct Personnel Expense plus 100% for personnel of B&J, should B&J institute collection procedures, commence arbitration, or file suit to collect amounts due to B&J under this Agreement.

SECTION IV. Services

During the performance of professional services under this Agreement, instruments of service such as design studies, engineering calculations, drawings, specifications and other documents will be prepared as required to communicate the intent and detailed requirements for the Project. These documents may represent imperfect data and may contain conflicts, errors, omissions and code violations which will be corrected when identified. B&J, its employees and consultants use that standard of care, skill and diligence customarily followed by architects and engineers in this and similar communities. Construction is the sole responsibility of the Contractor(s) and B&J does not guarantee the work of any Contractor(s).

SECTION V. Ownership of Documents and Indemnity for Unauthorized Use

Reports, drawings, calculations, specifications, and other Instruments of Service, whether in hard copy or machine readable form, are and shall remain the property of B&J. Client shall be permitted to retain copies, including reproducible copies, of the reports, drawings and specifications and, following completion of the Project, the original drawings and specifications for information and reference in connection with the use and occupancy of the Project by Client. Submission or distribution of these documents to meet official regulatory requirements or for similar purposes in connection with the Project is not publication which is prohibited hereby. Client hereby releases B&J and agrees to defend, indemnify, and hold B&J, its partners, employees, and consultants harmless of, from and against any claims, loss, cost damage or expense of any nature, including attorneys' fee, arising out of, based upon, or relating to any use of these documents under any circumstances in which B&J is not then performing services on the project for which the documents are being used.

SECTION VI. Limitation of Liability and Remedy

Client agrees that, notwithstanding any law or any provision of this Agreement to the contrary, any liability related to this Agreement and the services hereunder, which is the result of the negligent acts, errors or omissions of B&J, its partners, employees, agents and consultants and any remedy therefore to Client and to all construction Contractors, Subcontractors and suppliers related to this Agreement or to the services provided hereunder, shall be limited solely to insurance proceeds in the amounts of General Liability of \$1 million single occurrence and \$2 million in the aggregate and Professional Liability to \$2 million single occurrence and \$2 million in the aggregate. In no event shall any such liability or remedy for any such liability exceed an amount equal to the total Engineering Fee recorded on this Authorization which has been paid to B&J for this Project. Neither the assets nor any other property of any partner, employee or agent of B&J shall be subject to any liability, claim, remedy, execution or obligation of any nature arising out of or related to this Agreement or to the services provided hereunder. Further, in no event shall either party be liable to the other for consequential damages, incidental damages, or any economic loss damages relating to this Agreement or the Project.

SECTION VII. Suspension

If B&J's work on the project is suspended for more than 120 days at the direction of the Client or Owner, the Client shall compensate B&J for all services performed by B&J prior to the suspension. When the project is resumed B&J's fees for the remaining services shall be equitably adjusted, including expenses incurred due to interruption and resumption of B&J's services and any changes in project requirements.

SECTION VIII. Termination

This Agreement may be terminated upon written notice of 7 days by Client should the Project be permanently abandoned or by B&J prior to written approval by Client of the schematic design or other initial phase documents. In the event of termination, the Compensation earned by B&J for all services performed through the period of notice shall be increased by 5%. Upon termination, all invoices presented by B&J for services and for Reimbursable Expenses shall become immediately due and payable.

SECTION IX. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be initially submitted to mediation conducted in Los Angeles, California. In the event mediation does not successfully resolve the dispute, either party may pursue resolution in a court of competent jurisdiction located in Los Angeles County, California.

SECTION X. Indemnification of B&J

Client releases and shall defend, indemnify and hold B&J, its partners, employees, and consultants harmless of, from and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses of any kind whatsoever arising out of (a) the presence of hazardous materials on the job site, (b) the dispersal, discharge, escape, release, saturation or other presence of any kind of contaminant or pollutant in connection with the Project, (c) requirements of the Americans with Disabilities Act, Public Law 101-336, which have not been incorporated into the building codes applicable to the Project, and (d) erroneous information or direction given to either Client or B&J by government officials. This SECTION X shall remain in effect and survive the suspension, abandonment, termination, or completion of this Agreement.

SECTION XI. Governing Law

This Agreement shall be governed by the laws of the State of California. Applicable governmental regulations, building codes and ordinances in effect at the date of this Agreement shall govern the professional services performed under this Agreement.

SIGNATURES

IN WITNESS WHEREOF, on the day and year first written above, the parties hereto have executed this Agreement in multiple counterparts, each of which counterpart shall be deemed an original.

BRANDOW & JOHNSTON (B&J HBK, Inc.)

CLIENT: Leslie Dickey
Executive Director of Real Estate
Beach Cities Health District
Ph: 310-374-3426, x274
Leslie.Dickey@bchd.org

By: _____
Robert T. Lyons, SE 2719
Principal

By: _____

James Pearson, SE 4335
President

Date

CLIENT, PLEASE RETURN A SIGNED COPY AS AUTHORIZATION TO PROCEED

ATTACHMENT A

STRUCTURAL ENGINEERING SERVICES

2021 HOURLY BILLING RATES

Principal	\$250.00
Associate Principal	220.00
Project Manager	200.00
Senior Project Engineer	185.00
Project Engineer	160.00
Design Engineer	130.00
REVIT/CAD Manager	175.00
REVIT/CAD Lead Technician	150.00
REVIT/CAD Technician	125.00
Accounting	100.00
Admin	90.00

- Note:
- Rates change annually.
 - Reimbursables billed at cost plus 15%.
 - Overtime rates are 1½ times the above.

ATTACHMENT B

STRUCTURAL ENGINEERING DETAILED SCOPE OF SERVICES

The following summarizes our understanding of structural engineering services included in this project:

1. The scope of this evaluation and peer review includes the following buildings:
 - a. 1957 Original Tower and expansions
 - b. 1957 Central Plant
 - c. 1967 North Tower
 - d. 1967 South Tower
2. Roughly 175,000 GSF, to be verified.
3. The intent of this project is to consider the findings by NYA and proposed retrofit concepts and determine if we concur with the findings and retrofit concepts are reasonable without being excessive.
 - a. If we disagree with the findings or retrofit concepts, we will inform you and propose alternate retrofit concepts and scopes.
4. We intend to reach our conclusions based on review of NYA documentation and analytic files furnished to us, supported by limited independent structural analyses.
 - a. NYA performed Tier 1 evaluations and Tier 2 analyses. These calculations are available for our review as spreadsheet files and analytic models.
 - b. Analyses related to the retrofit concepts were not performed. Instead we understand the Tier 2 analyses of Tier 1 deficiencies informed the retrofit schemes.
5. We will prepare a report summarizing our evaluation with comments, conclusions and recommendations. The report will include commentary on OSHPD retrofit requirements had the buildings remained under their jurisdiction.

As we understand the project, our structural engineering services will address the following:

1. Review available reference documents, including plans and reports, as available.
2. Conduct a visual examination of the buildings.
 - a. We will perform one, non-specific examination of the overall buildings.
 - b. We will note conditions of deterioration, distress, detect past structural alterations, and to improve our understanding of each building.
3. Prepare a basis of structural evaluation for each building, based on ASCE 41, 2013 edition.
 - a. The current version of ASCE 41 is the 2017 edition, but the older version should be sufficient for this review.
 - b. Determine design material strengths based on reference structural drawings and as allowed by ASCE 41 and compare to strengths used by NYA.
4. Perform fundamental analyses, such as seismic weight estimates, base shear, as needed.
5. Confirm Tier 1 deficiencies by review of NYA structural calculations, should they be available and review of reference structural drawings.
6. We will open spreadsheets used for the Tier 2 analyses and spot check input, cell calculations and output, compare to our independent checks if appropriate.
7. We will review analytic models prepared by NYA, including input and output.
8. Based on the foregoing engineering efforts, we will form an opinion on the analysis and outcome.
9. At the conclusion of our evaluation, we will provide a verbal and written report of our findings, which will include:
 - a. Executive summary.
 - b. Observations and conclusions with respect to the building structure.
 - c. A description of structural systems used to resist gravity load and lateral loads.
 - d. Descriptions of observed conditions of possible deterioration, distress or excessive deflection.

- e. List of probable deficiencies requiring mitigation.
- f. Our opinion on the validity of the retrofit concepts recommended by NYA.
- g. We will provide commentary on seismic evaluations, minimum seismic performance requirements and upgrades or replacements under the California Administrative Code for acute care hospitals under OSHPD jurisdiction.

The following are assumed:

1. The structural drawings of the existing structures are available for us to review. Our evaluation will be based on the information shown on the existing drawings and what we can observe during our visit to the site.
2. Testing of material is not part of our scope of work.
3. Since the scope of our services involves an existing structure, there may be existing conditions and environmental situations that are not outwardly observable which may require additional services.
4. No site visit beyond what listed above are included in the scope of this proposal.

ATTACHMENT C

STRUCTURAL ENGINEERING ADDITIONAL SERVICES AND EXCLUSIONS

Additional services beyond the present scope of work include, but not limited to engineering services relating to the following:

1. Addition or revision to the project after B&J receives authorization to proceed with design, engineering and/or drafting. Extra services apply to revisions for that portion of the project that have been engineered and/or drafted.
2. Engineering associated with evaluation of alternate systems to reduce construction costs after design of system is underway or completed.
3. Removal of finishes to examine concealed structure.
4. Special computer investigations, such as a dynamic analysis, non-linear static, non-linear dynamic and performance-based analyses.
5. Special site investigations, preparation of a testing program and other engineering effort associated with the lack of reference drawings and information related to existing construction.
6. Construction Cost estimates.
7. Project meetings, construction observation or other requirements to be at the project site in addition to those meetings addressed in the scope above.

When additional services are anticipated, we will estimate our fee based upon our hourly billing rates and obtain approval before proceeding.