

CONTRACT NAME: AGREEMENT BETWEEN LPA, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is for site planning, architectural, and engineering services as required for Bond Program projects at Davis Senior High.

FISCAL IMPACT: The cost of this agreement is funded from the Measure M Bond Program.

## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL/ARCHITECTURAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 3rd day of October, 2019 by and between the Davis Joint Unified School District, ("District") and LPA, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526 authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the architectural services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide architectural services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on October 3, 2019 and will diligently perform these services as required until completion of project and/or DSA close-out, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

  X   Signed Agreement  
  X   Insurance Certificates and Endorsements

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a fixed fee of Seventy-Four Thousand, Four Hundred Fifty Dollars (\$74,450). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Consultant shall be entitled to invoice monthly based on a percentage complete basis. District shall pay Consultant for all undisputed amounts within thirty (30) days of District's receipt of Consultant's invoice.
  - 4.2. For any extra or additional services, Consultant acknowledges and agrees that no overtime will be billed unless Consultant is present at the site in excess of eight (8) hours in one day, and forty (40) hours during any one week, or it is a legal holiday or weekend work, or unless Consultant can reasonably demonstrate that it performed hours in excess of aforementioned hours even though it was not present on site. Consultant shall provide District with reasonable notice and perform all overtime, evening and/or weekend work only upon District's prior approval.

- 4.3. Any additional or extra Services performed on an hourly rates basis shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement. Itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement and a description of the Services performed.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
- 5.1. \$7,450 in reimbursable expenses (with a 10% markup on the expenses)
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Performance of Services.**
- 7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 7.2. **Meetings.** Consultant and District agree to participate in meetings in the numbers indicated in Exhibit "A" to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and (for any services performed on an hourly basis) to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, so long as District continues to make payments of undisputed amounts when due, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing

with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

## **12. Termination.**

**12.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered, and reimbursable expenses incurred, to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) business days after the day of mailing, whichever is sooner.

**12.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by Consultant; or

12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) business days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) business days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**13. Indemnification.** To the furthest extent permitted by California law, including California Civil Code §2782.8, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. For claims other than those based on professional errors or omissions, Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas, for claims based on professional errors and omissions, the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction. In such claims based on professional errors or omissions, the Consultant shall not be obligated to provide defense counsel but shall reimburse the Owner for the defense costs based upon the provisions of Civil Code §2782.8. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution

of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

#### 14. Insurance.

- 14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation

shall not be less than thirty (30) days after date of mailing notice, except for ten (10) days' notice for non-payment of premium."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

16. **Compliance with Laws.** Consultant shall observe and, subject to the standard of care in 7.1, comply with all applicable rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

16.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

20.1. All site visits shall be arranged through the District;

20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

**District:**

Davis Joint Unified School District  
526 B Street  
Davis, CA 95616  
Phone: 530-757-5300  
Email: [dburke@djusd.net](mailto:dburke@djusd.net)  
ATTN: David Burke, Director  
Facilities, Maintenance & Ops

**Consultant:**

LPA, Inc.  
431 I Street, #107  
Sacramento, CA 95814  
Phone: 916-287-2400  
Email: [aharris@lpadesignstudios.com](mailto:aharris@lpadesignstudios.com)  
ATTN: Anthony Harris, AIA  
Associate, Managing Director

**With a copy to:**

LPA, Inc.  
5301 California Ave, #100  
Irvine, CA 92617  
Phone: 949-701-4134  
Email: [jmills@lpadesignstudios.com](mailto:jmills@lpadesignstudios.com)  
Attn: Jon Mills, Chief Operating Officer

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions

will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved, unless such agreement compromises Architects Professional Liability coverage.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: October 3, 2019

Dated: \_\_\_\_\_, 2019

**Davis Joint Unified School District**

**LPA, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Bruce Colby

Print Name: Jon Mills

Print Title: Chief Business/Operations  
Officer

Print Title: Chief Operations Officer

**Information regarding Consultant:**

License No.: N/A

Registration No.: N/A

Address: 5301 California Ave, #100  
Irvine, CA 92617

Telephone: 949-261-1001

Facsimile: 949-260-1190

E-Mail: jmills@lpadesignstudios.com

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: California  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

95-2693579:

Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.**

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Assist the District with the pre-design for a new science/elective lab building and an aquatics facility on the existing Davis High School campus located at 526 B Street, Davis, CA.

The District has authorized LPA, Inc. to develop only the design services for the Predesign Phase. Once deliverables are evaluated, the District will determine if they wish to proceed with subsequent phases from Design Development through Construction Contract Administration. The design fee for subsequent phases will be negotiated prior to start of work.

Pending review of the Predesign documents, it is the District's intent, but not obligation, to proceed with the design/construction portion of the project with LPA, Inc. as an amendment to this contract.

**Services are as follows:**

1. Pre-Design of a new two-story STEM classroom building of sixteen (16) science/elective labs with related faculty work rooms and student/staff restrooms. Related adjacent site design connecting the building to existing campus.
2. Pre-Design of a new Aquatics facility with a competitive pool, a one-story building with boys and girls lockers, pool equipment and storage rooms. Related adjacent site design connecting the pool facility to the existing campus.

**Pre-Design Services also include:**

**1.01 Implementation Plan / Documentation** services responding to program requirements and consisting of preparation of:

- .01 Educational program specification.
- .02 Conceptual site and floor plans.
- .03 Massing elevations.
- .04 Code analysis.
- .05 Fire department access exhibit.
- .06 Building massing model views – Sketchup software.
- .07 Project phasing and interim housing requirements.
- .08 Cost estimate.
- .09 Planning for repurposing existing buildings.

**1.02 Structural Concept / Documentation** services consisting of recommendations regarding basic structural systems and development of conceptual design for:

- .01 A predetermined structural system.

**1.03 Mechanical Concept / Documentation** services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

- .01 HVAC systems.
- .02 Plumbing.

**1.04 Electrical Concept / Documentation** services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

- .01 Power service and distribution.
- .02 Technology systems.

**1.05 Civil Concept / Documentation** services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside of the property line, city sidewalks, and areas within the public Right of Way are not included. Design solutions will be examined for the following:

- .01 On-site utility exhibit.
- .02 Drainage systems concept.
- .03 Conceptual Grading exhibit
- .04 Stormwater management
- .05 Limits of demolition delineation

**1.06 Landscape Concept / Documentation** services consisting of alternate materials, systems and equipment and development of conceptual design solutions for:

- .01 Hardscape areas and materials.

**1.07 Interior Design / Documentation** services consisting of space allocations and utilization plans based on functional relationships.

- .01 Space planning, partition and furnishings' locations and equipment layouts.

**1.08 Aquatic Design (Consultant) / Documentation** services responding to program requirements and consisting of preparation of:

- .01 Conceptual pool layout.
- .02 Conceptual support buildings site and floor plans.
- .03 Preliminary selection of pool equipment systems and materials.

**1.09 Statement of Probable Construction Cost (Consultant)** services consisting of development of a probable construction cost range for the Project based on the most recent conceptual design studies, current and historic area, volume, or other unit costs, expected Project delivery process, phasing, and appropriate contingencies.

#### **1.10 Summary of Meetings:**

- .01 Four (4) staff meetings.
- .02 Presentation to School Board.

#### **1.11 Summary of Deliverables:**

- .01 Conceptual Design architectural, interior, structural, mechanical, plumbing and electrical systems.
- .02 Conceptual Design for civil engineering, hardscape and landscape site design.
- .03 Statement of Probable Construction Cost escalated to anticipated to mid-point of construction.

Pending acceptance of the Predesign documents, the following Design/Construction Services will be included in the amendment to this contract:

## **2 - DESIGN DEVELOPMENT SERVICES (DD)**

In the Design Development Phase, LPA Inc. shall provide those services designated necessary to prepare Design Development Documents from the approved Predesign Documents, for approval by the Owner, consisting of the following basic services:

**2.01** Architectural, Interior Design, Structural Engineering, Civil Engineering, Landscape Architecture, M/E/P/LV Engineering, Cost Estimating Design/Documentation services consisting of preparation of design and drawings setting forth in detail the construction requirements for the Project.

**2.02 Meetings** with the Owner and Contractor. We assume (1) meeting and (1) conference call during the DD phase to review the drawings/scope.

**2.03 Deliverables** include meeting minutes of all meetings we attend, and (1) set of documents in electronic PDF format with all building and site design at this phase.

.01 Building Design Development drawings.

.02 Site Design Development drawings.

.03 Outline Specification.

## **3 – CONSTRUCTION DOCUMENT SERVICES (CD)**

In the Construction Documents Phase, LPA Inc. shall provide those services designated necessary to prepare Construction Documents from the approved Design Development Documents, for approval by the Owner, consisting of the following basic services:

**3.01** Architectural, Interior Design, Structural Engineering, Civil Engineering, Landscape Architecture, M/E/P/LV Engineering, Cost Estimating Design/Documentation services consisting of preparation of design and drawings setting forth in detail the construction requirements for the Project.

**3.02 Meetings** with the Owner and Contractor. We assume (1) meeting and (1) conference call during the CD phase to review drawings/scope.

**3.03 Deliverables** include meeting minutes of all meetings we attend, and (1) set of documents in electronic PDF format with the DSA Submittal set for Owner's review and comment and (1) set following DSA approval (DSA scanned final construction documents).

.01 Building Construction Documents drawings.

.02 Site Construction Documents drawings.

.03 Final Specification.

## **4 – AGENCY APPROVAL**

**4.01** Agency Plan Check Approval services including submittal of plans and documents to the Division of the State Architect (DSA) office.

.01 Assistance to the District in the preparation of the application.

.02 Submittal to DSA. Response to plan check comments as necessary to obtain approval.

.03 Transmitting an electronic copy of the approved plans to the District.

.04 Obtaining approval by local fire marshal on fire access plan (if applicable).

## **5 – BIDDING SUPPORT SERVICES**

In the Bidding Support Phase, LPA, Inc. shall provide the following services necessary to assist the Owner in obtaining bids, awarding and preparing contracts for construction:

**5.01** Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure; and processing of Addenda through the Division of the State Architect (DSA) office for plan check approval. This does not include Owner initiated for convenience changes to project scope already in DSA approved set of documents.

**5.02** Bidding services consisting of:

- .01 Participation in a pre-bid conference
- .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .03 Attendance at a bid opening, if requested.

## **6 – CONTRACT ADMINISTRATION SERVICES (CA)**

In the Contract Administration Phase, LPA, Inc. shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Services shall include the following:

**6.01** Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Related communications.

**6.02** Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications.

.01 The following site visits are anticipated:

One (1) site visit weekly during construction period, plus Substantial Completion walk, Final walk and two (2) non-scheduled site visit. The construction duration is assumed to be 13 months. Total site visits are sixty (60).

**6.03** Supplemental Documents services consisting of:

- .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction exigencies.
- .02 Forwarding the Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.

**6.04** Quotation Requests / Change Orders services consisting of:

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.

- .02 Preparation of Construction Change Documents (CCD's) and processing through the Division of the State Architect's (DSA) office for plan check approval.
- .03 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .04 Review and recommendations relative to changes in time for Final Completion.
- .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
- .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

**6.05 Construction Cost Accounting services consisting of:**

- .01 Evaluation of Applications for Payment and certification thereof.

**6.06 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**

- .01 A detailed review with the Owner representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
- .02 Issuance of Certificate(s) of Substantial Completion, if required.
- .03 Review upon notice by the Contractor(s) that the Work is ready for final review and acceptance.
- .04 Notification to the Owner and Contractor(s) of deficiencies found in follow-up review, if any.
- .05 Final review with the Owner, or Owner's representative to verify completion of the Work.
- .06 Receipt and transmittal of warranties, maintenance manuals, and as-built drawings prepared by the Contractor.
- .07 Assistance with the DSA close out and certification process for this project scope of work. DSA certification is contingent upon many factors including work and filing of DSA documents by the General Contractor, Owner, DSA Field Engineer, Inspector of Record not in control by Architect.

## **EXCLUSIONS TO THIS CONTRACT:**

The services and items described below are specifically not included in the Architect's Fee:

- .01 Geotechnical investigation.
- .02 Hazardous materials studies.
- .03 Calculations.
- .04 Fire suppression.
- .05 Acoustical design.
- .06 Specialized audio visual.
- .07 Environmental studies.
- .08 Renderings or models.
- .09 Off site design.
- .10 Addenda or CCD's by convenience from Owner changes.
- .11 Commissioning.
- .12 Food service.
- .13 Site ground topographic or aerial survey.
- .14 ADA consulting reports.
- .15 CPM scheduling.
- .16 Structural site visits related to existing buildings.
- .17 Traffic control plans.
- .18 Hydrology studies.
- .19 EIR or CEQA studies.
- .20 SWPPP or MS4 preparation and monitoring.
- .21 Changes to the design during construction resulting from unforeseen site conditions.
- .22 Processing documents with CDE, DTSC, OPSC, CEQA, Utility Rebates (To be done by Owner's consultants); LPA will only provide them project related information.
- .23 Design or calculations to existing fire water lines or system.
- .24 LEED, CHPS design/certification.
- .25 Interim housing design.
- .26 Relocation of existing portable buildings.
- .27 Central plant design
- .28 Improvements to existing buildings on the campus.
- .29 CalGreen code Tier 1 or 2.
- .30 Value engineering (within 10% of construction estimate)
- .31 Preparation of As-Built or Record drawings.
- .32 Fire pump design.

**EXHIBIT "B"**  
**FEE SCHEDULE**

Principal	\$250.00/hour
Director	\$225.00/hour
Discipline Director	\$215.00/hour
Project Director	\$195.00/hour
Project Leader	\$175.00/hour
Design Coordinator II	\$150.00/hour
Design Coordinator I	\$125.00/hour
Senior Specialist	\$120.00/hour
Designer III	\$115.00/hour
Designer II	\$100.00/hour
Specialist III	\$100.00/hour
Designer I	\$90.00/hour
Specialist II	\$90.00/hour
Specialist I	\$80.00/hour
Intern	\$70.00/hour

## **FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- ☒ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: October 3, 2019

District Representative's Name and Title: Bruce Colby, Chief Business/Operations Officer

District Representative's Signature: \_\_\_\_\_

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- ☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - ☐ Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_