

**WILLITS UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
*Special Meeting***

A special meeting of the Willits Unified School District Board of Education will be held on **Monday, June 28, 2021**. The Board of Education will call the meeting to order at **1 p.m.** via Zoom:

<https://us02web.zoom.us/j/85293101928?pwd=bTINSnlEeHZ3VzF3S0VIYW1KWWRxUT09>

MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC:

As per Executive Order N-29-20 from Governor Newsom, the Willits Unified School District Board of Education meeting scheduled for Monday, June 28, 2021, at 1:00 p.m. will be in a virtual/teleconferencing environment using Zoom at this link:

<https://us02web.zoom.us/j/85293101928?pwd=bTINSnlEeHZ3VzF3S0VIYW1KWWRxUT09>

The purpose of the Governor's executive order is to control the spread of Coronavirus (COVID-19) and to reduce and minimize the risk of infection by "limiting attendance at public assemblies, conferences, or other mass events." The Governor's executive order on March 12, 2020, already waived the requirement for a majority of board members to physically participate in a public board meeting at the same location. The June 28th agenda contains only time-sensitive items.

Public Comments- Individuals may address the Board on regular session agenda items at the time they are under consideration.

Agenda

1. Call Meeting to Order
2. Agenda Approval
3. Flag Salute
4. Action/Discussion
 - A. *Approval of Change Order; Valley Paving (2)
 - B. *Approval of Architect Contract
 - C. Approval of Purchase Order for Paulson Excavation
5. Public Comments

A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. (BB 9323)

6. Items for Next Regular Board Agenda
7. Adjournment

Agenda Packet & Supporting Documents Notice: *The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at the Willits Unified School District- Reception Desk; located at 1277 Blosser Lane, Willits, CA. For more information, please call (707) 459-5314. *Items so marked have supporting documents which have been distributed to the Board of Education. An extra copy is available upon request.* *ADA Compliance Notice:* Willits Unified School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent, (707) 459-5314. All efforts will be made for reasonable accommodations.

Proposal
Valley Paving

P.O. Box 559 · Redwood Valley, CA · 95470

Ph. 707·485·7505 Fax 707·485·8747 Email: valley paving@comcast.net

Contractor Lic. #674411 DIR/Pub Wks #1000008895 SB(micro) #16871

Submitted To

- Mark Westerburg, Superintendent of Schools
- Willits Unified School District
- 1277 Blosser Lane
- Willits, CA 95490

Off: 459-5314 xt. 1107

Hm:

Fax:

Cell: 269-449-6091

Email: markwesterburg@willitsunified.com

Project: **Willits HS Parking Lot Improvement Project**

We hereby propose to furnish the materials and perform labor necessary for the completion of

CO #3 – Additional base rock and asphalt paving along north side of bus barn building

- | | | |
|--|-------------------------|-------------|
| 1. Contract bid item #17 – provide and install AC paving - 3.5" thick (including 10" Class 2 aggregate base (Access road) – approx. 1,000 s.f. | Unit price: \$9.50/s.f. | \$ 9,500.00 |
|--|-------------------------|-------------|

General Exclusions: Engineering, layout, staking, soils or materials testing, compaction testing, erosion control.

Terms: Payment to be made within 10 days of date of invoice. Interest at 1.5% per month, 18% APR, shall be added to all accounts over 30 days. Above prices are valid for **30 days**.

Price Escalation: Due to the volatile market in materials, bid/contract prices are subject to change. **See reverse for explanation.**

Respectfully submitted, T & T Paving, a California corporation, dba Valley Paving

By: Scott Aust

Date: 6/21/2021

The above prices, specifications and conditions front and reverse are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date 6/25/2021

Acceptance Mark Westerburg

SEE REVERSE SIDE FOR ADDITIONAL TERMS

Price Escalation: Owner and/or General Contractor acknowledges that prices for petroleum fuels, oil and other elements used in the production, manufacture and delivery of materials to be provided to complete project, including fuel for equipment used in the performance of work on project, and/or services (such as trucking) may increase during the effective date of the Bid/Proposal and the term of the contract, if awarded. If the cost of such materials and/or services increases by more than 3% and upon such written documentation establishing the extent of the increase, the bid prices shall be adjusted by the direct amount of the increased costs less 3%.

Workmanship/Materials: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon written orders and will become an extra charge over and above the estimate and will be added to the contract. Contractor hereby warrants its work against all deficiencies and defects for a period of one year or the longest period permitted by the law of this state, whichever is greater.

Project specific exclusions: 1) Permits, fees 2) damage to existing surfaces/features (i.e. asphalt pavement, sidewalks, misc. concrete etc.) resulting from construction traffic/activities to complete proposed work 3) damage to and subsequent repair of unknown underground utilities (i.e. water, sewer, gas, electric, irrigation etc.) that are not clearly marked or notated on plans, physically staked on job site or within 24" of finish subgrade elevations resulting from excavating, trenching or grading activities 4) remove/re-locate/cap/plug/support/adjust or bypass existing utilities that are in conflict with proposed work 5) raising and/or lowering to grade any manholes/valves/monuments/meters or other items existing or installed by others 6) additional excavation/manipulation/removal of and replacement, with other materials to fill and/or stabilize, due to encountering unknown near-surface or underground structures/debris (i.e. foundations, septic tanks, concrete/asphalt, garbage deposits, brush/root masses) or if base rock and/or subsoil is saturated or unsuitable and cannot achieve proper compaction 7) dust control for work by others 8) handling/removing spoils from operations by others 9) import of additional materials to balance or attain specified/proposed or established elevations for the project area/site 10) dewatering. All exclusions noted above are effective unless otherwise directly noted/specified in scope of work or estimate. **If any of the above is encountered, contractor will address issue with Owner/ General Contractor and discuss/negotiate remedies or actions needed to correct issue and possible additional charges required.**

Owner and/or General Contractor to provide: 1) Construction water to be provided at no cost and be available on or near site 2) safe-off/disconnect of all wet/dry utilities from any structures to be demolished 3) installation of fencing/barriers for the protection of trees or for delineating limits of construction 4) installation of erosion control measures unless specified in Valley Paving's proposed scope of work 5) maintenance/repair/upkeep of erosion control measures throughout duration of project after initial installation by Valley Paving.

Important Notes: Owner and/or General Contractor acknowledges that Valley Paving cannot be held responsible for items stated below-
Newly placed asphalt pavement - Initially new asphalt pavement will show power steering marks and/or tire scuffing (due to the asphalt being fresh and uncured) and usually will blend in over time and extended use. This will be more prevalent during hot summer days as the surface softens from the heat and direct sun and will cease once the weather cools off. More often than not power steering marks/tire scuffing will not damage the pavement but be more cosmetic, however large/heavy delivery trucks/vans or garbage trucks if turning in one place without moving could potentially cause damage. Asphalt pavement may crack due to expansion and contraction of subsurface materials depending on time of year. Also cracking can occur if the subsurface material was not previously designed and constructed properly, or the re-design/re-construct and/or adding of additional structural material (i.e. base rock and stabilization fabric) to strengthen the area (prior to placing asphalt pavement) was not a part of this proposal or if the asphalt pavement receives heavier vehicles/traffic than was expected .

Newly poured concrete - Hand tooled control joints will be placed during finishing of concrete or saw-cut control joints will be placed the following day in an effort to limit cracking. In some cases rebar is installed to strengthen the concrete to handle heavy loads or stresses along with aiding in limiting cracking. In either case concrete will commonly crack during the curing process. After concrete is placed the minimum time required before standard vehicle traffic can be applied is **7 days**, possibly longer for heavier vehicles/traffic. Any vehicle traffic before 7 days without contractor approval may cause stresses that can crack and/or damage the concrete. In some cases, standard and/or colored concrete may discolor and not always be uniform in appearance.

ADA compliance - Owner and/or General Contractor is advised to obtain the professional advice/planning/design of an engineer, consultant or other ADA experts in order to determine whether existing, re-construction of existing or new construction regarding ADA accessibility on the premises is in compliance with the ADA or other disability access laws. Owner and/or General Contractor acknowledge that in no way is Owner relying on contractor to determine such Code compliance. In the absence of professionally designed plans or under the guidance of a professional, Owner and/or General Contractor acknowledge that the contractor, to the best of their ability, will construct/install all ADA required features (i.e. parking stalls, curb ramps, striping, signage) in accordance with and knowledge of the rules and regulations of federal and/or state disability access laws. Owner and/or General Contractor will defend, indemnify and hold Contractor harmless from any claim by Owner and/or General Contractor or third party (including any public entity) that work performed by Contractor does not comply with disability access laws/requirements.

Notice to Owner regarding Mechanic's Lien Law: Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has the right to place a lien on your homes, land or property where the work was performed in an effort to obtain payment. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with Owners directly do not have to provide such a notice since you are aware of their existence as an Owner. A preliminary notice **IS NOT** a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid.

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- 1277 Blosser Lane
- Willits, CA 95490

Off: 459-5314 xt. 1107 Hm:
Fax: Cell: 269-449-6091
Email: markwesterburg@willitsunified.com

Project: **Willits HS Parking Lot Improvement Project**

We hereby propose to furnish the materials and perform labor necessary for the completion of

CO #4 – Replace some culvert pipe and install new drain inlet and piping on Access driveway

1. Remove existing drain inlet and some failed corrugated metal pipe (CMP) culvert, install (1) new drain inlet box, 20 l.f. of new CMP and 40 l.f. of 3" pipe connecting to existing drain from under bus barn building, backfill and pour concrete in and around the drain inlet – LS \$ 2,972.00

General Exclusions: Engineering, layout, staking, soils or materials testing, compaction testing, erosion control.

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AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement for architectural services (“Agreement”) is made and entered into by and between the Willits Unified School District (“District”) and Alameida Architecture, (“Architect”).

Whereas, the District proposes to undertake the construction of the projects described below which require the services of a duly qualified and licensed architect with expertise in the area of school construction;

Whereas, the Architect is licensed to practice architecture in the State of California (License No. C19767) and represents that the firm is qualified to provide the services required by the District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

1. AGREEMENT

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural services specified in this Agreement and those related services incidental thereto.

2. PROJECT DESCRIPTION AND SCHEDULE

a. Project Description: Architectural services shall be provided for the planning, development and new construction for a new **Replacement of Windows at Willits High School, Baechtel Grove M.S. and Brookside Elementary School** (“Project”), which is described in **Exhibit A, Project Description and Schedule**, attached hereto and incorporated by this reference. The Project is located at 20 Spruce Street., Willits, California.

b. Project Schedule: Included in Exhibit A is the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District, not less frequently than once a month, and when the District requests, on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced within sixty (60) days from the date of execution, this Agreement is void.

4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

a. Basic Services: For all "Basic Services," which are listed in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, attached hereto and incorporated by reference, the Architect shall receive compensation in an aggregate amount not to exceed the amount to be determined the parties in writing as the project scope and fees are established. **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, is attached hereto and incorporated by reference.

b. Additional Services: For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of any such Additional Services by Architect, and may be a flat fee or hourly fee based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the District's Superintendent may authorize Additional Services or changes to previously authorized Additional Services. Each such authorization must be in writing and shall be effective only after formal Board approval or ratification. Architect understands that no other District employees are authorized to order or approve either Additional Services or changes to previously authorized Additional Services. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

c. Reimbursable Expenses: "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project which fall within the categories listed below in this Paragraph 4.c. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost of the expense as follows:

X Reasonable expenses for authorized travel in connection with the Project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

 X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

 X Long distance telephone expense related to the Project.

 X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

d. Payments: District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage Of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Schematic Design Phase	15	15
Design Development Phase	20	35
Construction Documents Phase	38	73
DSA Approval	02	75
Bid Phase	05	80
Construction Phase	15	95
DSA Close Out	05	100

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoices and Payment. Architect shall submit a monthly invoice to the District which itemizes the services performed during the billing period, method of computation, and amount payable. Architect shall format the invoice in accordance with the reasonable instructions as the Business Manager of the District may deliver to Architect in order that each invoice clearly discloses, as the Business Manager may require, the following:

- (i) Identification of the phase of the work to which the item belongs;

- (ii) Any information the District may require in order to satisfy the requests and requirements of the District's auditor(s);
- (iii) Any itemization or information which the District requires in order to complete worksheets provided or required by the Office of Public School Construction and/or other governmental agencies with jurisdiction over the scope of work; and Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

(4) **Payment Upon Termination:** If District terminates this Agreement at any time, with or without cause, Architect shall, upon notice of such termination, promptly cease all services. Architect's total fee for all services performed shall be computed to cover the services actually and satisfactorily performed to the date of such notice.

5. BASIC SERVICES

Architect's Basic Services shall consist of the following items and the items specified in Exhibit B hereto:

a. Schematic Design Phase: Architect shall review the program furnished by District to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty and other representatives, this assistance shall be compensated as an Additional Service. Architect shall, as part of the Basic Services: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty and other persons with a stake in the Project (including, for example, parents and community members); prepare a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services

b. Design Development Phase: From the approved schematic design studies Architect shall prepare the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for written approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.

c. Construction Documents Phase: From the approved design development documents, Architect shall prepare complete working drawings and specifications setting

forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for written approval by District. With assistance from the District, and using the forms approved by the District and by the District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. **Bid and contract forms and documents must be submitted to District's legal advisor for review and approval at least ten (10) working days prior to proposed publication or distribution.** Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.

d. Bid Phase: Following District's approval of the construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. Construction Phase: The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

(1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

(2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.

(3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.

(4) Assist the District to direct the contractor in the preparation of a set of drawings showing the exact location and depth of buried utility lines and any

other subsurface structures (as-built dimensions) which Architect shall cause to be delivered to District upon completion of the Project.

(5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work

(6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.

(7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedule.

(8) Promptly notify District in writing of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject any work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the intentional acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

(9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to the District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's professional knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions

and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

f. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. At the request of the District, Architect shall provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District,

relating to: completion of any punch list or lists; any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within the Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

g. Responsibility for Construction Costs:

(1) District's budget for the Project may include a contingency of ten percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect

(2) Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's best judgment as a design professional familiar with the construction industry. The parties recognize, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

(3) In preparing estimates of construction cost, the Architect shall include reasonable contingencies for design, bidding and price escalation as agreed to by the District.

(4) If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes, if any, in the general level of prices in the construction industry.

(5) Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District may:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;

- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 13; or
- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

(6) If District chooses to proceed under item 5(d) above, Architect shall as part of Basic Services make any changes in plans and specifications necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily performed to date whether or not the Construction Phase is commenced.

(7) If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Additional Services.

h. Consultants and Staff: District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior written approval of the District except when such staff cease to work for Architect. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District's satisfaction, Architect shall make appropriate staffing changes acceptable to the District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Donald Alameida	Alameida Architecture

(1) All engineers and experts and consultants employed by Architect not listed herein shall be approved in writing in advance by District prior to their engagement. Architect shall supervise and shall be responsible for the work of consultants hired by Architect. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.

(3) Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

i. Modifications: Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change. To the extent required, Architect shall obtain DSA approval for the modification.

j. Consultation: Architect shall consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a.** Analyses of District's needs, and programming requirements of the Project .
- b.** Financial feasibility or other special studies.
- c.** Planning surveys, site evaluations, environmental studies or comparative studies of prospective sites that are identified by the parties in writing as Additional Services.
- d.** Design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project or as later phases related to the Project.
- e.** Services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District.
- f.** Detailed quantity surveys or inventories of material, equipment and labor.
- g.** Services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.

- h.** Services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i.** Revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j.** Preparing supporting data and other services such as extra drawings, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.
- k.** Investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.
- l.** Consultation concerning replacement of any work damaged by fire or other cause during construction.
- m.** Professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract except as provided in paragraph 5(f).
- n.** Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect.
- o.** Ongoing services if the agreed upon initial construction schedule is exceeded by more than thirty (30) days through no fault of the Architect.
- p.** As requested by the District in writing, preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in any way to Architect's services under this Agreement.
- q.** Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.
- r.** Preparation time and materials for presentation to community for all required community meetings in excess of four, excluding District board meetings.
- s.** Drawings and documents required for the demolition process if not part of the Project.

- t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering.
- u. Special presentation models, renderings or mock-ups.
- v. Changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen, due to enactment or revisions of codes, laws or regulations or changes in official interpretations.
- w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.
- x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.
- y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.
- z. Preparing District-generated addenda during the Bidding Phase other than those needed to clarify the construction documents.
 - aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services
 - bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.
 - cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
 - dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.
 - ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.
 - ff. If the Project is suspended by District for more than ninety (90) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.

b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

c. Pay all fees required by any reviewing or licensing agency.

d. Designate one or more representatives authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.

e. Furnish at District expense the services of any Project inspector agreed to or required by law.

f. Review all documents submitted by Architect and notify Architect of decisions thereon within a reasonable time after submission.

g. Issue any orders to contractors through Architect or with notice to Architect.

h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent to the District during the contractor's guarantee period.

i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services, Title 24 of the California Code of Regulations, and the Uniform Building Code with California.

j. Provide copies of floor plans of existing buildings to be remodeled, if applicable and if available.

8. INDEMNITY

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, Architect shall defend, hold harmless, and indemnify the District, its Board of

ARCHITECT AGREEMENT - MULTISITE WINDOW PROJECT 2021

Trustees, its agents, officers, officials, and employees from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, attorney fees and other costs of litigation, arising out of, pertaining to, or relating to, Architect's negligence, recklessness or willful misconduct in the performance of the services required in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of District.

9. INSURANCE

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its employees, agents and consultants arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$4,000,000 or as may be agreed upon in writing between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

a. Endorsements: The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

(1) The District is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

b. Errors and Omissions Insurance: Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering Architect's activities, in the amount not less than \$2,000,000 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants retained by Architect are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and

maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier satisfactory to District, before commencing services on the Project.

Architect shall provide a copy of the insurance policies to the District upon request, and the policies, or certificates thereof, must contain the provision that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District

c. Workers' Compensation Insurance: Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. If Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

d. Documentation: Prior to execution of this Agreement, Architect shall submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

e. Miscellaneous: If Architect or its consultants fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement to the extent such a credit can be applied, and Architect, upon demand, shall immediately pay any difference to District. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. ERRORS AND OMISSIONS:

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect or any subconsultant, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent the contract price obtained from the contractor was lower by reason of the omission.

11. COMPLIANCE WITH LAWS

a. Architect's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

12. RECORDS

Architect shall maintain all records concerning the Project for a period of four years after the completion of the third phase of the work of which the Project constitutes the first phase, or a longer term if there is litigation regarding the Project. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time and shall provide copies thereof to District upon request.

13. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, fails to commence to cure such default within said 15 day period and thereafter diligently to prosecute such cure and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

14. ARCHITECT AN INDEPENDENT CONTRACTOR

Architect and District agree that in the making and performance of this Agreement, Architect and its agents are independent contractors and are not and shall not be construed to be an officer or employee or partner or joint venture of District.

15. STANDARDIZED MANUFACTURED ITEMS

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not materially interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code and related provisions.

16. OWNERSHIP OF DOCUMENTS

All plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District-owned documents without the written approval of District, which approval District may grant or withhold in District's absolute discretion, and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

17. DISPUTE RESOLUTION PROVISIONS

a. Non-binding Mediation

(1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation if the parties mutually agree.

(2) A request for mediation shall be filed in writing with the other party to this Agreement.

(3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

b. Advisory Arbitration

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to advisory arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

18. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board, which consent District may grant or withhold in District's absolute discretion. Any attempted assignment without such consent shall be invalid.

19. TIME SCHEDULE

a. Time Schedule: Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for

District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. Once District approves the performance schedule, Architect shall perform its obligations hereunder prior to the occurrence of each scheduled performance deadline unless District has approved a time extension in writing. Architect shall at all times maintain adequate and competent staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. Delays: If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

20. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

21. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement. Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect, Architect's employees or Architect's subconsultants ("Architect representatives") on a school site (and "work" as used in the preceding clause shall mean any entry on to District property for any reason): (1) Architect representatives shall check in with the school office each day immediately upon arriving at the school site; the District may assign a District employee to supervise the representative at the site; (2) Architect representatives shall inform school office staff of their proposed activities and specific location at the school site; (3) Once at such location, Architect representatives shall not change locations without contacting the school office; (4) Architect representatives shall not use student restroom facilities; and (5) if an Architect representative finds himself/herself alone with a student, he/she shall immediately contact the school office and request that a member of the school staff be assigned to the work location

22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

a. Governing Law and Venue: This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Mendocino, and no other place.

b. Entire Agreement: This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. Severability: Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. Non-Waiver: None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. Discrimination Prohibited: It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. Disabled Veterans Participation Goals: In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

g. Retention of DVBE Records: Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon

reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this 28 day of June, 2021.

ARCHITECT

DISTRICT

By:



By:

mark Westerland

Exhibit A – Project Description and Schedule

The Project consists of the planning and design for replacing windows at Willits High School, Baechtel Grove Middle School and Brookside Elementary School. In addition any mandated ADA improvements to parking, staff and student restrooms or other amenities.

Outline Project Schedule:

Commence Basic Services for

Schematic Design	July 2021-August 2021
Design Development	September -October 2021

Publicly Bid for Modular Classrooms	September -October 2021
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Construction Documents	October - December 2021
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DSA Submittal and Approval Period	January - March 2021
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Bid for Contractor	March 2021
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Board approval of Construction Contract	April 2021
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Notice to Proceed	May 2021
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Construction - site Predatory work	June - August 2021
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Construction - Modular placement	July -September 2021
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Project Closeout	October 2021
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Exhibit B – Tasks and Responsibilities

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
A	Project Administration Services (throughout all phases)				
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, other.)	√			
	- Coordination of District's additional consultants	√			
2	Project Communications				
	- Develop/implement a Community Relations & Public Information Plan	√			
	- Special board presentations & community meetings	√		√	
	- Special status reports to Board & Oversight Committee	√			
	- Establish & maintain web page	√			
3	Project Administration meetings				
	- As required for A/E basic services		√		
	- Other than required for A/E basic services			√	
4	Agency consultations/approvals				
	- Local Fire Marshal		√		
	- State Office of Reg. Services (DSA, SFM)		√		
	- State Department of Education, School Facilities Planning Approvals (if applicable)		√		
5	Prepare applications & supporting documents (as applicable to architects)				
	- state funding applications	√			
	- DSA application & approval		√		
B	Programming, Planning & Evaluation Services				
1	Special investigations				
	- Geotechnical and soils engineering	√			
	- Hazardous materials reports & studies	√			
2	Investigation of unknown existing conditions	√			
	- Property surveys/building measurements (if not available from existing drawings)	√			
	- On-site utility studies (locations, condition, capacity, etc.)	√			
	- Off-site utility studies (locations, condition, capacity, etc.)			√	
3	Comprehensive ADA compliance study			√	
4	Develop detailed program				
	- Educational specifications/program, design criteria & standards	√			
	- Detailed space/adjacency programming	√			
	- Food service plan/program	√			
	- Equipment program	√			
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures	√			
	- Traffic, noise, off-site parking, etc.	√			

	- Hearings and community meetings	√		√	
C	Schematic Design Phase				
1	Review of program and budget		√		
2	Field verification of existing conditions		√		
3	Code documentation & interpretations		√		
4	Schematic site and building plans		√		

Scope of Services		District's responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
5	Preliminary sections and elevations		√		
6	Preliminary interior elevations of key spaces		√		
7	Room data sheets and/or finish schedules		√		
8	Preliminary selection of systems & materials		√		
9	Develop approximate dimensions & areas		√		
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural) site only		√		
11	Outline specifications of major materials, systems and equipment		√		
12	Construction cost estimates; probable construction cost		√		
	- Unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
13	Presentation models and/or renderings			√	
14	In-house constructability reviews				√
D	Design Development Phase				
1	Code documentation & interpretations		√		
2	Plans, sections, interior and exterior elevations		√		
3	Development of site plan		√		
4	Development of landscape plan, if required by District		√		
5	Typical construction details		√		
6	Equipment layouts			√	
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural) site only		√		
8	Preliminary building specifications		√		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)		√		
10	Furniture, furnishings and equipment <u>not</u> included within construction contract			√	
11	Construction cost estimates; probable construction cost		√		
	- Unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
12	Presentation models and/or renderings			√	
13	In-house constructability reviews				√
E	Construction Documents Phase				
1	Code documentation & interpretations		√		
2	Preparation of building construction plans		√		

3	Prepare color boards		√		
4	Final building specifications		√		
5	Furniture, furnishings and equipment				
	- Included within construction contract		√		
	- Not included within construction contract	√		√	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery	√			
7	Construction cost estimates; probable construction cost		√		
	- Update of DD phase unit cost estimate		√		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			√	
8	Prepare bidding and procurement forms; Construction Specifications		√		
9	Prepare Conditions of the Contract (Divisions 0 & 1)		√		
10	Develop Project Manual		√		
11	Presentation models and/or renderings			√	
12	In-house constructability reviews				√

Scope of Services		District's Responsibilities	Provided By A/E team		Not Provided
			Basic Services	Additional Services	
F	Other Design Services				
1	Hazardous materials identification/determination of mitigation measures	√			
2	FF&E design (furnishings & movable equipment)	√		√	
3	Graphic & signage design	√		√	
	- Fire/life safety graphics & signage; site only		√		
	- Other graphics & signage; site only		√		
4	Mock-up services (workstations, classroom design, etc.)	√		√	
G	Bidding Phase Services				
1	Advertisement to potential bidders		√		
2	Pre-qualification of bidders	√			
3	Pre-bid conferences		√		
4	Distribution of bidding documents		√		
5	Distribution of special bidding/negotiation addenda		√		
6	Response to bidders' questions and provide clarifications		√		
7	Report bidding results & identify apparent low bidder		√		
8	Bid dispute resolution	√			
9	Contract award processing; issue Notice to Proceed	√	√		
H	Contract Administration Services				
1	Plan & manage move-in & out activities including temp. facilities	√			
2	Site visits/observation				
	- Scheduled meetings (as quantified in scope of services)		√		
	- Additional meetings			√	
3	Timely file with DIR the PWC-100 form re labor compliance & notice of award		√		
4	Coordination of other construction activities				√
	- Removal of non-conforming portables	√			
	- Demolition and/or removal of other structures	√			

	- Moving of utilities underground	√			
	- Utility hookups		√		
5	Multiple contract administration or multiple phase coordination efforts for single project			√	
6	Submittals & substitutions; building not included				
	- Review and respond to Contractors' proposed submittal schedules		√		
	- Receive, process, distribute submittals, shop drawings, & substitutions		√		
	- Review submittals and shop drawings		√		
	- Review proposed substitutions		√		
7	Requests for Information/Clarifications; building not included				
	- Receive, process & distribute requests		√		
	- Evaluate and respond to requests		√		
8	Change orders				
	- Receive, process & distribute Change Orders		√		
	- Changes stemming from A/E documents		√		
	- Owner and contractor initiated changes			√	
	- Review, analyze and/or negotiate prices with contractors			√	
9	Testing and inspection administration; No supervision	√			
10	Maintain official construction logs				
	- Change order log		√		
	- Request for Information (RFI) log		√		
	- Submittal log		√		

Scope of Services	District's Responsibilities	Provided By A/E team		Not Provided
		Basic Services	Additional Services	
11	Contract cost accounting; Review only			
	- Maintain records of payments	√		
	- Coordinate & assemble contractors' payment applications	√		
	- Approve & process contractors' payment applications		√	
12	Interpretations and decisions			
	- Relating to construction documents/specifications		√	
	- Relating to General Conditions	√		
13	Project closeout; not including building			
	- Preliminary and final punch lists		√	
	- Determination of payment withholdings		√	
	- Issuance of Certificates of Substantial Completion		√	
	- Securing and receipt of sureties	√		
	- Receipt & review of warranties & manuals		√	
	- Receipt & review of waivers of liens	√		
	- Issuance of final Certificates of Payment; See #11		√	
	- Project closeout with DSA		√	
14	Construction tours (students & community)		√	

I	Post-Construction & Facility Operation Services			√	
1	Record Drawings				
	- Develop record drawings based on contractor supplied information				√
	- Review record drawings for completeness		√		
	- Compile drawings & forward to District				√
	- Update contract documents to incorporate changes			√	
2	Warranty review				√
3	Detailed analysis or response to Contractor claims not due to fault of Architect			√	
4	Staff training (operating & maintaining equipment and systems)				√
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting		√		
	- Document defects or deficiencies			√	
	- Prepare instructions to Contractors for correction of defects			√	
6	Project promotion	√			
7	Community tours		√		

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect’s total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The architectural fee arrangement for Basic Services may be any of the following:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on the initial budget of \$ 900,000 subject to revision in accordance with the scope of work as authorized by the District. The fee is calculated as follows:
 - o 10% of the construction cost (reduced standard fee considering nature of project)
3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect’s scope definition and cost estimate.

For Basic Services under this agreement, the parties have agreed to a fee, under option 2 above, of **Ninety Thousand dollars, \$90,000**. The actual fee for Basic Services will be recalculated based on the lowest qualified bid.

Architect will be compensated for change order items that provide added value to the project or are initiated by the District involving a change in the scope of work.

FEE SCHEDULE

Based on assumed budget stated above the fee schedule is as follows:

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PAYMENT OF TOTAL FEES</u>
Schematic design phase	15	\$ 13,500
Design development phase	20	\$ 18,000
Construction documents phase	38	\$ 34,200
DSA approval	2	\$ 1,800
Bid phase	5	\$ 4,500
<u>Construction phase</u>	<u>20</u>	<u>\$ 18,000</u>
Total Architectural and Engineering Fee		\$ 90,000

Additional Services

Any additional services that may be required during the Project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved in writing by District in advance.

Automobile travel	None
Telephone	None
Printing	5,000
Plotting	None
Models and mockups	None anticipated
<u>Total estimated reimbursable expenses</u>	<u>\$5,000</u>

Standard Hourly Billing Rates

The following hourly rates shall be used for any time and materials services above or for any calculation of future services:

Principal-in-Charge	\$ 175
Architect	\$ 170
Job Captain	\$ 165

The above rates are effective January 1, 2021, and are in effect for the calendar year 2022. On January 1 of each of the subsequent years, the above rates shall be adjusted in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for "All Urban Consumers" in "San Francisco-Oakland" for "All Items."