

**BOARD OF EDUCATION SPECIAL BOARD MEETING
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322
WEDNESDAY, JUNE 10, 2015
5:30 P.M.**

I. CALL TO ORDER – 5:30 p.m.

A. The public may comment on any closed session agenda item.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REVISION/ADOPTION/ORDERING OF AGENDA

E. COMMUNICATION FROM THE PUBLIC

Members of the public may bring before the Board matters that are not listed on the agenda. The Board may refer such a matter to the Superintendent or designee or take it under advisement, but shall not take action at that time.

Individual speakers shall be allowed three minutes to address the Board on each non-agenda item (BP 9323).

F. DISABILITY-RELATED MODIFICATIONS

Request for any disability-related modification or accommodation, including auxiliary aids or services in order to participate in the public meeting, may be made by contacting the Gustine Unified School District Office at (209) 854-3784 at least four (4) days prior to the scheduled meeting. Agendas and other writings may also be requested in alternative formats, as outlined in Section 12132 of the Americans With Disabilities Act.

II. ACTION

A. Measure P Final Architect Interviews

B. Select Architect(s) for Measure P Projects

C. Select Architect Firm to Conduct the District Master Facilities Plan

III. ADJOURN TO CLOSED SESSION (if needed)

A. Personnel – Public Employee Resignation, Discipline, Dismissal, Release, Employment

IV. RECONVENE TO OPEN SESSION

V. REPORT FROM CLOSED SESSION

VI. ADJOURNMENT

ACTION ITEMS

BCA
 architecture
 planning
 interiors

BCA

FEE ESTIMATE

Gustine Unified School District
 Estimated Architectural Fees to complete District Wide Facilities Master Plan

May 8, 2013

| TASK | Principal Architect | | Senior Project Designer | | Project Admin I and II | | Project Consultants | | TOTAL |
|---|---------------------|-------------------|-------------------------|-------------------|------------------------|-----------------|---------------------|-------------|--------------------|
| | NO. HOURS | TOTAL | NO. HOURS | TOTAL | NO. HOURS | TOTAL | PROPOSAL | TOTAL | |
| REVIEW AND EVALUATION OF DISTRICT DATA | 2 | \$ 470.00 | 4 | \$ 540.00 | 1 | \$ 75.00 | | | \$1,085.00 |
| STAFF MEETINGS (ONCE A MONTH FOR 3-MONTHS) | 12 | \$ 2,820.00 | 12 | \$ 1,620.00 | | \$ - | | | \$4,440.00 |
| PREPARE INDIVIDUAL SITE MASTER PLANS | 8 | \$ 1,880.00 | 32 | \$ 4,320.00 | 2 | \$ 150.00 | | | \$6,350.00 |
| SEQUENCE PROJECTS AROUND DISTRICT PRIORITIES AND CASH FLOW | 2 | \$ 470.00 | 4 | \$ 540.00 | 2 | \$ 150.00 | | | \$1,160.00 |
| BOARD PRESENTATION (1-MEETING) | 5 | \$ 1,175.00 | 5 | \$ 675.00 | | \$ - | | | \$1,850.00 |
| SUB TOTAL OF PROFESSIONAL FEES | 29 | \$6,815.00 | 57 | \$7,695.00 | 5 | \$375.00 | 0 | \$ - | |
| TOTAL ESTIMATED ARCHITECTURAL AND ENGINEERING FEE TO COMPLETE THE DISTRICT WIDE COMPREHENSIVE FACILITIES MASTER PLAN | | | | | | | | | |
| Project Expenses (allowance) | | | | | | | | | |
| | | | | | | | | | \$14,885.00 |
| | | | | | | | | | \$7,488.50 |



Statement of Qualifications for Master Planning Services Gustine Unified School District





CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET
SACRAMENTO, CA 95818
(916) 446-2466 | OFFICE
(916) 446-5118 | FAX

April 29, 2015

Dr. Ronald Estes
Superintendent
Gustine Unified School District
1500 Meredith Avenue
Gustine, CA 95322

Dear Dr. Ronald Estes:

We appreciate the opportunity to respond to your Request for Statement of Qualifications for Master Planning Services for your District. I have enjoyed meeting with you to discuss the fantastic opportunities and designs we envision for Gustine Middle School and Gustine High School.

Our attached proposal provides information on our Master Planning services. As we have been chosen to be one of your three Architects, we would provide Master Planning services for Gustine Unified School District at no cost if we are chosen to work on the Gustine Middle School MP / Gym project and Classroom project. This would also include an in-depth analysis of all projects at each campus that are uncertified (Closed without Certification) per DSA, and identify the steps that would need to be taken to Close and Certify each project.

We look forward to hearing from you.

Thank you for your consideration,

Mitchell A. McAllister
President

Registration # C-17250
email: mmcallister@ca-dw.com
website: www.ca-dw.com

SECTION I - EXECUTIVE SUMMARY

SECTION II - BUSINESS INFORMATION

SECTION III - EXPERIENCE

SECTION IV - PROJECT TEAM

OVERVIEW / RESUMES

K-12 PROJECT EXPERIENCE

SECTION V - PROCESSES AND RESOURCES

SECTION VI - REFERENCES

SECTION VII - SUPPLEMENTAL INFORMATION

SECTION VIII - PROFESSIONAL FEES



Section I - Executive Summary



Founded in 1896, Design West is one of the oldest architectural firms in the west. California Design West Architects was established in California in 1986 by the senior member of the firm, Mitchell McAllister, and has been in continuous operation for the past 29 years. California Design West Architects is a full service architectural corporation specializing in educational facilities and facility master planning services. During the last twenty nine years, we have completed more than 580 K-12 projects totaling over \$700 million dollars, all located in Northern California.

The key element of our designs is campus master planning. Whether the scope of work includes modernizing a single building, adding several buildings, or creating an entire new campus, master planning is the most important phase of design. Every building either contributes or detracts from the overall function of a campus.

Below is our three step approach we take on all projects. We have essentially completed Master Plans for each project we have done over the past 29 years.

Our master planning approach is generally broken down into three parts: 1) Community Outreach in which we meet with the School District Administration, visit each school site and meet with the Principal, Maintenance Staff, and other key personnel, meet with community members, PTA, student groups, city organizations, etc., depending on the District's request, 2) Facilities Assessment, in which we review existing school building plans and as-built drawings, identify safety concerns, educational needs, growth or expansion needs, facility maintenance and improvement needs, building code deficiencies and handicap accessibility issues, and begin to develop educational specifications and District standards, if needed, and 3) Finalize the master plan document by identifying priorities and possible timelines, provide cost estimates for the identified solutions, identify possible eligibility for State Funding and Grants, and propose solutions to the identified concerns and deficiencies.

Section II - Business Information



Founded in 1896, Design West is one of the oldest architectural firms in the west. California Design West Architects was established in California in 1986 by the senior member of the firm, Mitchell McAllister, and has been in continuous operation for the past 29 years. California Design West Architects is a full service architectural corporation specializing in educational facilities and facility master planning services. Our experienced team of professionals has worked together on hundreds of educational projects. Our office consists of six highly qualified employees, and we are located at 2100 19th Street in Sacramento, California.

We have worked with our Structural Engineer, Buehler & Buehler, Mechanical / Plumbing Engineer, Capital Engineering Consultants, Inc., and Electrical Engineer, Charles A. Martin & Associates, for over 16 years, on over 350 K-12 projects. We have excellent working relationships with our consultants, and are in contact with each one on a daily basis.

California Design West Architects
2100 19th Street
Sacramento, CA 95818
(916) 446-2466
(916) 446-5118 - fax
www.ca-dw.com

Principal Architect
Mitchell A. McAllister, C-17250
mmcallister@ca-dw.com

During the last twenty nine years, California Design West Architects has completed more than 580 K-12 projects totaling over \$700 million dollars, all located in Northern California. This vast experience translates into beautifully designed, functional, energy efficient schools. Our extensive team experience also ensures that we get work done in a timely manner. Every project we undertake begins with a master plan analysis. This guarantees each project properly fits into the complete campus design and addresses current and future needs.

Our personal approach to projects is what brings clients back time after time. We can confidently say that every client we have worked with for the past twenty nine years has returned to our firm for additional work.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Master Planning

The key element of our designs is campus master planning. Whether the scope of work includes modernizing a single building, adding several buildings, or creating an entire new campus, master planning is the most important phase of design. Every building either contributes or detracts from the overall function of a campus. Master planning insures that a project increases the functional capacity of your campus and insures that each project implements a School District's goals.

Our approach to Master Planning includes an analysis of each current / existing campus. We meet with District staff and Administration and Staff at each campus or site to get a better idea of their needs and wants. We then complete an in-depth analysis of each site in which we identify the following items: 1) age / condition of each building, 2) efficiency of each building to overall function of the site, 3) renovations or upgrades that need to be completed to bring campus up to current CBC standards, 4) cost estimates, budgets, and funding sources available for each campus, and we finally pull all of these items together with 5) our recommendations on how the District can meet their goals, wants, needs, and requirements on each campus.

We believe in fostering open communication throughout the entire process, and have found that in doing this, our Master Plans are highly efficient and have an extremely high implementation rate for the Districts we have completed them for.

For specific master planning experience, please see the references section in this RFP.

Value Engineering / Life Cycle Cost Analysis

Design West provides value engineering services and life cycle cost analysis during the master planning phase to determine the best value for the overall project. Our planning sessions discuss the future goals of the district and interpret what systems, materials, and construction methods will meet those goals. Value engineering steers the preliminary design and design development phases so that district dollars are spent on what is needed in the years to come.

Design Philosophy

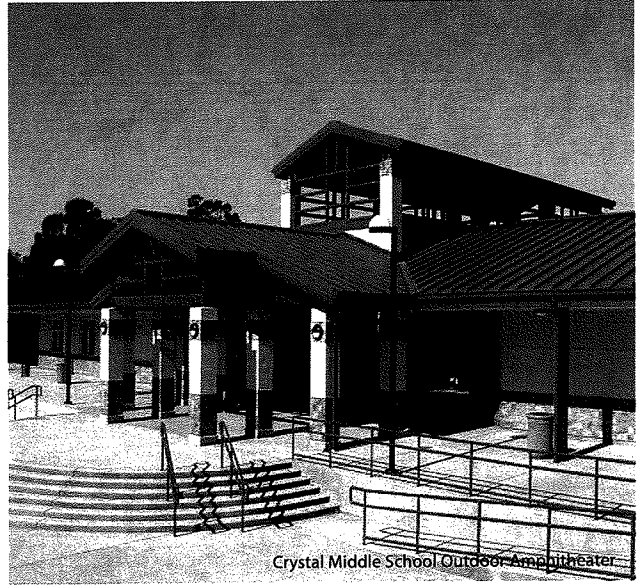
We rely heavily upon user involvement to establish clear goals and objectives specific to each district and school's needs. This develops an effective line of communication among the design team, educators, administration, staff and community members and establishes strong support for the project. The process includes a series of meetings with committee members, reports to the school board, direct input from staff, and finalized Educational Specifications and schematic design which reflects the established criteria.

It is of equal importance to maintain this user involvement throughout the detailed working drawings phase as well as construction administration to ensure that the completed building meets all users needs. Our design philosophy can be summarized in the following statement: **"People support that which they help create"**.

Our commitment to professional excellence is evidenced through our work and the way in which we work with our clients and consultants. We are committed to creating complete campus designs; we take as much care to design and analyze outdoor spaces as we do with interior spaces.



Section III - Experience



Experience with DSA

We have taken over \$650 million worth of school projects through the state funding process. Virtually every project we've done for the past 29 years has been state funded and has mandated meeting OPSC requirements. We have excellent working relationships with DSA, the California Department of Education (CDE), and the Office of Public School Construction (OPSC). These long established contacts serve us and our clients well to expedite agency approvals, and greatly assist our efforts in project certification and closeout. We believe successful quality control in school design relies on agency involvement during the design process.

In recent years, we encountered major plan review delays with the DSA Oakland and Sacramento offices while taking projects through the review process, due to a backlog. In order to mitigate this problem, we take a proactive approach for all projects, and meet with DSA officials to establishing review milestone commitments. By doing this, we ensure that our projects are reviewed and returned to us in a timely manner.

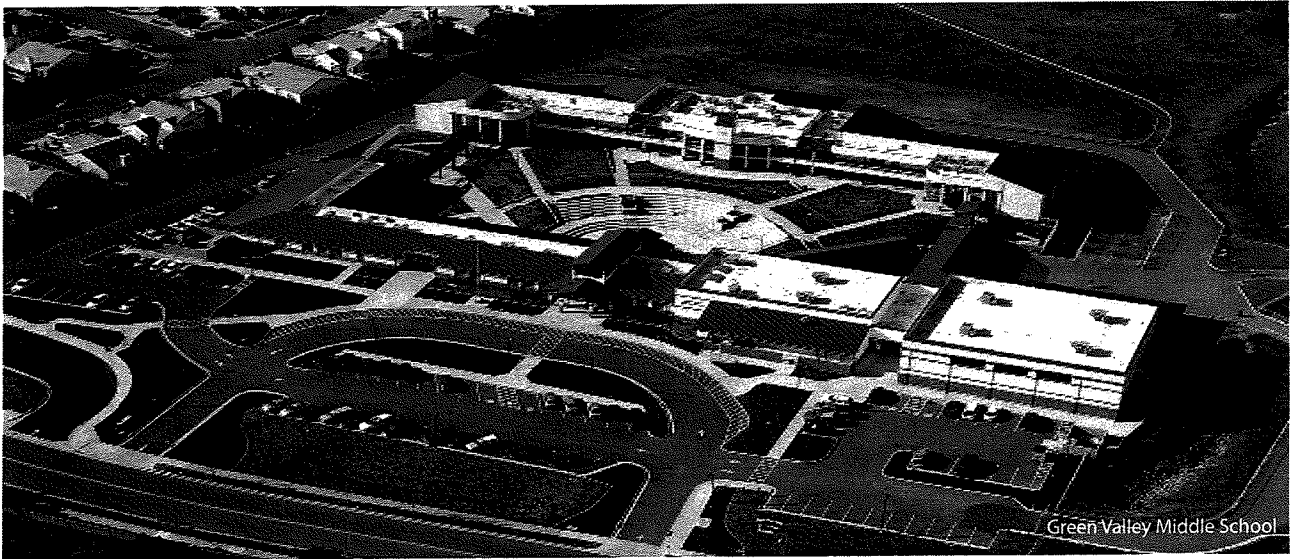
Experience with Funding / Bonds

We have assisted multiple Districts by helping plan and support bond programs. By fostering an open communication of what the Districts goals and needs are early on, through community hearings, planning committee meetings, and round table discussions, local support for a bond is greatly increased, as the community members feel like they are part of the team. One easy and extremely effective way to convey what a bond will actually be used for, is by providing 3D models and "fly throughs" to show the local community what a bond will be actually used for. Being able to visualize what your tax dollars will be funding is a great tool to foster support for a bond measure.

We have vast experience working with OPSC and SAB; the majority of our projects have been, and continue to be, state funded. Our Funding program experience ranges from almost all available programs - ORG, CTE, Modernization, Growth, Joint-Use, Hardship, HPI, Prop 39, Financial Hardship. We have an excellent track record of OPSC approvals, and are extremely familiar with all requirements for funding applications.



CALIFORNIA DESIGN WEST ARCHITECTS INC.



Key Personnel

Mitch McAllister, AIA

Principle-In-Charge
State Agency Advocate/Liason
Licensed Architect, State of
California (Reg C-17250)
mmcallister@ca-dw.com

Shane Trump, AIA

Project Architect
Project Manager
Licensed Architect, State of Utah
(Reg. 8024897-0301)
strump@ca-dw.com

Anne Perkins

Program Manager
Contract Administrator
State Agency Advocate/Liason
aperkins@ca-dw.com

Robert W. Towle

CAD/Revit Production Manager
rtowle@ca-dw.com

Educational Facility Design is a specialty, and requires not only experience and involvement with the educational community, but the vision to understand how to make the buildings respond to changing needs.

It is the quality, not quantity, of our people that make it possible to meet scheduled deadlines. When you choose California Design West Architects, you enter into a design partnership with our team. Our team approaches every project with a commitment to client interaction and involvement, particularly during the early project phases. Innovative solutions to design problems result because we listen to our clients. We have found that providing a communicative environment with our clients, including them as part of the team, the result is always a successful design. User involvement is key to effective project programming and management communication. Through a series of interactive workshops, we explore a wide range of design issues and challenges and then develop the educational specifications. These workshops allow us to gain the information necessary to insure a thorough understanding of each District's needs, priorities and future goals.

While we are generally considered a small firm, our clients are amazed by the large amount of high quality work we produce, and in such a timely manner. This is accomplished by our exceptional team and our extensive scheduling procedures. With each new project, we create a critical path timeline which includes all deadlines and milestones, and illustrates each of our team members' responsibilities throughout the duration of the project. We frequently review and update each project schedule to make sure we are on track and on time.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - Resumes

Mitchell A. McAllister, Principal-In-Charge

Responsibilities

Principal-in-Charge
State Agency Advocate / Liason
OPSC/State Funding Facilitator

Education

Masters of Architecture University of Utah, 1983
B.A., Art/Architecture, University of Utah, 1981

Professional Registrations and Affiliations

Licensed Architect, State of California (Reg C-17250)
Member of American Institute of Architects (AIA)
Member of Coalition for Adequate School Housing (CASH)

Mitch has over 32 years experience in architectural design and has received several awards for his design of educational facilities. Forming the firm in 1986, Mitch shares his expertise by often lecturing for the State Department of Education and C.A.S.H. about developing design visions as well as the future of school design. Mitch has been the principal designer of all new school projects and his expertise in campus planning and talent for innovative design are key to the design team.

Shane L. Trump, Project Architect

Responsibilities

Project Architect/Project Designer
Project Manager/Construction Administrator

Education

Masters of Architecture, University of Utah, 2005
Bachelors of Architecture, University of Utah, 2003

Professional Registrations and Affiliations

Licensed Architect, State of Utah (Reg 8024897-0301)
Member of American Institute of Architects (AIA)
Member of National Council of Architectural Registration Boards (NCARB)

Shane has an extensive background in construction and a passion for great design, with over 14 years of experience on both the design and the construction sides of projects. Shane recently relocated from Utah to California and we are thrilled that he has joined our team. His experience ranges from commercial, residential, hospitality, medical, and K-12 school facility design and construction, and is an expert in Revit and BIM. He values the collaboration and teamwork required to create a great building, and respects and values all individuals involved in this process. Shane feels a strong link to the communities in which he lives and works, always striving to enhance the area through great design and building.

Anne Perkins, Program Manager

Responsibilities

Program Manager
Marketing
DSA/State Architect Facilitator

Education

Bachelors of Environmental Design, University of California, Davis, 2001

Professional Registrations and Affiliations

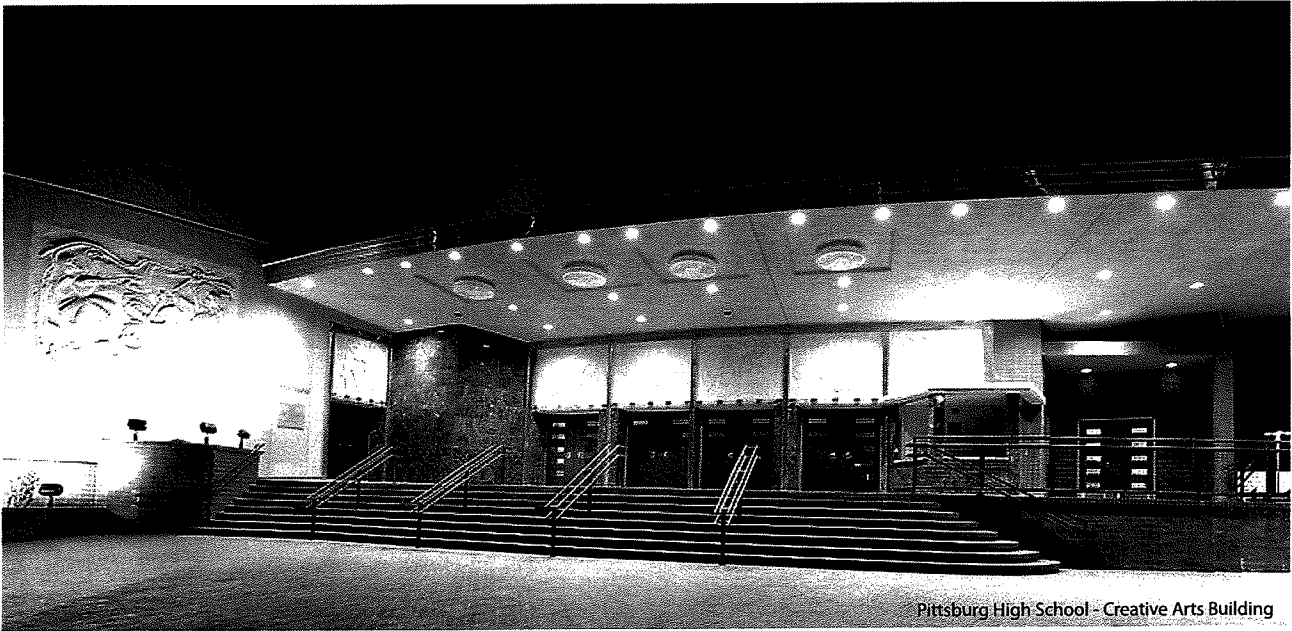
Member of Coalition for Adequate School Housing (CASH)

Anne has 13 years experience in marketing and over 16 years experience in project management. Anne's dedication, positive attitude, and creativity are an integral part of our team. Anne is an excellent communicator, and has an effective style that motivates other employees by creating a team environment. Serving as our Program Manager, Anne implements strict timelines and guidelines for all of our projects, keeping us on track and on time. She also ensures that all projects we complete are closed and certified with the Division of the State Architect (DSA).



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - K-12 Project Experience



Within the past three (3) years we have worked with the following School Districts on the following projects:

DISTRICT

PROJECT

Calaveras Unified School District

Contact: Mark Campbell, Superintendent
(209) 754-2300

Calaveras High School Performing Arts Building

DSA App # 02-113369; DSA File # 55-H2
Scope: Construction of a 12,000 sq. ft. Performing Arts Building, with 500-seat Black Box Theater.
Project Architect: Shane Trump
Contractor: Carter-Kelly, Inc., Brett Hayes, (530) 621-0950
Original Budget: \$3.5 Million
LLB GMP: \$3.5 Million
Status: Under Construction.

El Dorado Union High School District

Contact: Daniel Augino, Director of Facilities
(530) 622-5081 x 7300

EDUHSD - 10 Year Facility Master Plan

El Dorado High School - 2014 Cafeteria Addition

DSA App # 02-113408; DSA File # 09-H1
Scope: Addition of a new 6,300 sq. ft. Student Center / Cafeteria adjacent the existing small Cafeteria, and expansion of the existing Kitchen and Food Serving area.
Project Architect: Shane Trump
Contractor: Carter-Kelly, Inc., Roy Jorgenson, (530) 621-0950
Original Budget: \$2.5 Million
LLB GMP: \$2.5 Million
Change Orders: \$0.
Status: Completed October 2014.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - K-12 Project Experience

DISTRICT

El Dorado Union High School District

Contact: Daniel Augino, Director of Facilities
(530) 622-5081 x 7300

PROJECT

Oak Ridge High School - Gym Expansions

DSA App # 02-113408; DSA File # 09-H1

Scope: Expansion of the existing Gymnasium, which added 800 bleacher seats, a new wrestling room, and new weight room, modernization of small Gymnasium.

Project Architect: Shane Trump

Contractor: Carter-Kelly, Inc., Brett Hayes, (530) 621-0950

Original Budget: \$4.5 Million

LLB GMP: \$4.5 Million

Change Orders: \$0.

Status: Construction completed November 2013.

(Project Page Included)

Oak Ridge High School - 2012 Modernization

DSA App # 02-112258; DSA File # 09-H1

Scope: Removal and replacement of old Portable Classroom Buildings, modernization of existing Portable Classrooms.

Project Architect: Mitch McAllister

Contractor: Carter-Kelly, Inc., Roy Jorgenson, (530) 621-0950

Original Budget: \$1.3 Million

LLB GMP: \$1.3 Million

Change Orders: \$0.

Status: Construction completed October 2012.

Ponderosa High School - Cafeteria Addition

DSA App # 02-112857; DSA File # 09-H1

Scope: Renovation and expansion of existing Cafeteria, Kitchen, and Student Dining.

Project Architect: Mitch McAllister

Contractor: Carter-Kelly, Inc., Roy Jorgenson, (530) 621-0950

Original Budget: \$1.6 Million

LLB GMP: \$1.6 Million

Change Orders: \$0.

Status: Construction completed April 2014.

(Project Page Included)

Shenandoah High School - Fire Repair and Renovation

DSA App # 02-113437; DSA File # 09-H1

Scope: Reconstruction of the Cosmetology Building, due to Fire Damage.

Project Architect: Mitch McAllister

Contractor: Carter-Kelly, Inc., Roy Jorgenson, (530) 621-0950

Original Budget: \$1.0 Million

LLB GMP: \$956,106.75

Change Orders: \$0.

Status: Construction completed June 2014.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - K-12 Project Experience



DISTRICT

Gateway Unified School District

Contact: James Harrell, Superintendent
(530) 245-7900

Pittsburg Unified School District

Contact: Nicholas Arps, Senior Facilities Project Manager
(925) 473-2438

PROJECT

Central Valley High School - Modernization / Addition

DSA App # 02-111971; DSA File # 45-100

Scope: Addition to the existing MP / Cafeteria Building,
Modernization of School Entrance.

Project Architect: Mitch McAllister

Contractor: Gifford Construction, Skip Barker, (530) 226-6000

Original Budget: \$1.8 Million

Final Cost: \$1.8 Million (includes Change Orders)

Change Orders: \$108,000.00

Status: Construction completed August 2012.

Black Diamond High School

DSA App # 01-111635; DSA File # 07-H6

Scope: New 35,000 sq. ft. Continuation High School,
including a Child Development Facility and a
Special Education Center.

Project Architect: Les Smith

Contractor: Broward Builders, Matt Medeiros, (530) 666-5635

Original Budget: \$12.0 Million

LLB GMP: \$11.8 Million (includes Change Orders)

Change Orders: (-\$39,822.00)

Status: Construction completed October 2012.

(Project Page Included)



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - K-12 Project Experience



Rancho Medanos Junior High School

DISTRICT

Pittsburg Unified School District

Contact: Nicholas Arps, Senior Facilities Project Manager
(925) 473-2438

PROJECT

Foothill Elementary School Modernization

DSA App # 01-112074; DSA File # 07-36

Scope: Overall campus Modernization including new interior finishes, casework, plumbing, etc.

Project Architect: Les Smith

Contractor: Broward Builders, Matt Medeiros, (530) 666-5635

Original Budget: \$3.5 Million

LLB GMP: \$3.5 Million (includes Change Orders)

Change Orders: \$150,980.00

Status: Construction completed September 2013.

Pittsburg High School - Baseball Field

DSA App # 01-112539; DSA File # 07-H6

Scope: Construction of a new competition approved Baseball Field, with a synthetic field, bleachers, a Concession Building / Press Box, and new Restroom Buildings.

Project Architect: Shane Trump

Contractor: Robert A. Bothman, Matt Stolp, (408) 279-2277

Original Budget: \$4.1 Million

LLB GMP: \$4.1 Million

Change Orders: \$0.

Status: Construction completed May 2014.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - K-12 Project Experience



DISTRICT

Pittsburg Unified School District

Contact: Nicholas Arps, Senior Facilities Project Manager
(925) 473-2438

PROJECT

Pittsburg High School - CAB Modernization

DSA App # 01-109803; DSA File # 07-H6

Scope: Modernization of the 50,000 square foot Creative Arts Building, including new lighting, new stage curtains, new fly loft, new sound, and general interior upgrades.

Project Architect: Les Smith / Shane Trump

Contractor: Roebbelen, Jim Kordakis, (916) 939-4000

Original Budget: \$7.0 Million

LLB GMP: \$6.8 Million

Change Orders: \$150,980.00

Status: Construction completed June 2013

(Project Page Included)

Solano County Office of Education

Contact: Alton Gay, Director of Facilities, Maintenance,
and Operations
(707) 399-4860

Golden Hills Education Center - ROP Building

DSA App # 02-111109; DSA File # 48-36

Scope: Construction of a new ROP Building, including 6 classrooms, welding shop, auto shop, and misc. spaces.

Project Architect: Robert Towle

Contractor: Roebbelen, Tracy Asher, (916) 939-4000

Original Budget: \$3.5 Million

LLB GMP: \$3.4 Million

Change Orders: \$0.

Status: Completed February 2013



CALIFORNIA DESIGN WEST ARCHITECTS INC.

Section IV - Project Team - K-12 Project Experience

DISTRICT

Sonora School District

Contact: Leigh Shampain, Superintendent
(209) 532-5491

PROJECT

Facilities Master Plan

Sonora Elementary School - Building F

DSA App # 02-113494; DSA File # 55-21

Scope: Demo and Reconstruction of a 10 Classroom, 13,000 sq. ft. Building due to Fire Damage (Arson).

Project Architect: Shane Trump

Contractor - INC # 1: Rockin R, Robin Costa, (209) 495-9521

Contractor - INC # 2: Under Construction

Original Budget: \$3.0 Million

Inc # 1: \$120,000.00

Inc # 2: \$2.7 Million

Change Orders: \$0.

Status: INC # 1 Completed; INC # 2 Under Construction

Sonora Elementary School - Buildings D & E - Repair

DSA App # 02-113537; DSA File # 55-21

Scope: Selective Demo and Reconstruction of two Classroom Buildings (Buildings D & E), including Classrooms, Restrooms, and Misc. Spaces.

Project Architect: Shane Trump

Contractor: BC Construction, Miguel Zamora, (209) 531-1252

Original Budget: \$1.3 Million

Final Cost: \$1.3 Million (includes Change Orders)

Change Orders: \$64,000.00

Status: Construction completed September 2014.

Sonora Elementary School - 2015 Modernization

DSA App # 02-113999; DSA File # 55-21

Scope: Overall campus modernization, including HVAC units, interior finishes, and kitchen upgrade / modernization.

Project Architect: Shane Trump

Original Budget: \$2.3 Million

Status: Under Review at DSA.

Sonora Elementary School - 2015 Campus Additions

DSA App # Not Assigned Yet; DSA File # 55-21

Scope: Construction of a New Two-Story Classroom Building and addition to Building C.

Project Architect: Shane Trump

Original Budget: \$4.5 Million

Status: Design Development.



Section V - Processes and Resources

As previously listed in this RFP, we have a three step approach we take on all master planning projects. Our approach very closely mirrors the approach listed in this RFP.

Specifically, our work plan would be as follows:

COMMUNITY OUTREACH

1. Meet with the School District's Facility and Maintenance Directors to review each school site. This includes identifying all buildings by age, area, year of modernization, and closeout of DSA application numbers.
2. Review all Environmental Assessment information and Seismic Assessments.
3. Meet with the School District's Facility to review past Educational Specifications and District Standards.
4. Visit each school site and meet with the school Principal, Maintenance Staff and other key personnel.
5. Meet with community members, PTA, students, etc., through focus groups / interviews, if requested or required.

FACILITIES ASSESSMENT

1. Review existing school building plans and as-built drawings.
2. Work with a consultant to provide up to date enrollment projections and boundary adjustments.
3. Identify safety concerns, educational needs, growth or expansion needs, facility maintenance and improvement needs, building code deficiencies, ADA compliance, building integrity, mechanical, electrical, plumbing, and structural systems, site utilities, and playground safety.
4. Analysis of certification status for DSA Application numbers for each campus. If any DSA Apps are closed without certification, we will provide a detailed list of the documents that are required for certification.
5. Develop a rough draft of District Standards and Educational Specifications for discussion, and editing.

FINALIZATION OF MASTER PLAN

1. Identify priorities and possible timelines, including multiple options and phasing per site to allow for flexibility.
2. Propose solutions to the identified concerns and deficiencies.
3. Provide Cost Estimates for the identified solutions.
4. Identify possible eligibility for State Funding and Grants.
5. Finalize District Standards and Education Specifications.
6. Provide District with hard copies and digital copies (PDF and CAD files) of all documents, and present to the School Board, if District requests.

Section VI - References

Our personal approach to projects is what brings clients back time after time. Every client we have worked with has come back to us for additional projects. Below, we have listed master planning services and projects which we have completed for Districts in the past five (5) years.

All of the projects listed below are great examples of our work. The Gustine Unified School District is welcome and encouraged to request additional information from each District, and/or visit any of these school projects.

| District | Projects |
|--|--|
| <p>El Dorado Union High School District 4675 Missouri Flat Road Placerville, CA 95667</p> <p>Contact: Dan Augino, Director of Facilities 530.622.5081 ext. 7300</p> | <p>10-Year Facilities Master Plan</p> <p>El Dorado High School - 2014 Cafeteria Addition DSA App # 02-113408; DSA File # 09-H1 Budget: \$ 2.5 Million</p> <p>Oak Ridge High School - Gym Expansions DSA App # 02-112724; DSA File # 09-H1 Budget: \$ 4.9 Million</p> <p>Oak Ridge High School - 2012 Modernization DSA App # 02-112258; DSA File # 09-H1 Budget: \$ 1.7 Million</p> <p>Ponderosa High School - Cafeteria Addition DSA App # 02-112857; DSA File # 09-H1 Budget: \$ 2.4 Million</p> <p>Ponderosa High School - Measure Q Modernization DSA App # 02-111043; DSA File # 09-H1 Budget: \$ 9.0 Million</p> |
| <p>Sonora School District 830 Greenley Road Sonora, CA Contact: Leigh Shampain, Superintendent (209) 532-5491</p> | <p>Sonora Elementary School - Building F DSA App # 02-113494; DSA File # 55-21 Budget: \$ 2.1 Million</p> <p>Sonora Elementary School - Buildings D & E - Repair DSA App # 02-113537; DSA File # 55-21 Budget: \$1.3 Million</p> <p>Sonora Elementary School - 2015 Modernization DSA App # 02-113999; DSA File # 55-21 Budget: \$2.3 Million</p> <p>Sonora Elementary School - 2015 Campus Additions DSA App # Not Assigned Yet; DSA File # 55-21 Budget: \$4.5 Million</p> |

Section VI - References

| District | Project |
|---|---|
| <p>Merced Union High School District 3430 'A' Street Atwater, CA 95301</p> <p>Contact: Travis J. Kirk, Facilities Project Manager 209.385.6598</p> | <p>Buhach Colony High School DSA App # 02-100207; DSA File # 24-H5</p> <p>Buhach Colony HS Fourth Academy Wing Add - Phase I/II DSA Apps # 02-106577, 02-105305; DSA File # 24-H5</p> <p>Buhach Colony HS - Swimming Pool Addition DSA App # 02-110948; DSA File # 24-H5</p> <p>Golden Valley High School - Stadium Improvements DSA Apps # 02-111249, 02-111265, 02-111588; DSA File # 24-H5</p> <p>Golden Valley High School -Swimming Pool Addition DSA App # 02-110949; DSA File # 24-H5</p> |
| <p>Pittsburg Unified School District 2000 Railroad Avenue Pittsburg, CA 94565</p> <p>Contact: Nicholas Arps, Senior Facilities Project Manager, 925.473.2438</p> | <p>5-Year Facilities Master Plan</p> <p>Pittsburg High School Baseball Field DSA App# 01-112539; DSA File # 7-H6 Budget: \$ 4.6 Million</p> <p>Pittsburg High School Reconstruction and Renovation DSA App# 01-109419; DSA File # 7-H6 Budget: \$ 66.0 Million</p> <p>Pittsburg High School Performing Arts Modernization DSA App# 01-109803; DSA File # 7-H6 Budget: \$ 7.0 Million</p> <p>Black Diamond High School DSA App # 01-111635, DSA File # 07-H6 Budget: \$11.9 Million</p> <p>Foothill Elementary School Modernization DSA App # 01-112074 , DSA File # 07-36 Budget: \$1.7 Million</p> |



Section VIII - Professional Fees

As we were chosen to be one of your three Architects, we would provide Master Planning services for Gustine Unified School District for free if we are chosen to work on the Gustine Middle School MP / Gym project and Classroom project.

This would include an in-depth analysis of all projects at each campus that are uncertified (Closed without Certification) per DSA, and identify the steps that would need to be taken to Close and Certify each project.

Reimbursable Expenses

Our reimbursable expenses include any reprographic printing / copying of as-built plan sets, scanning of any as-built plan sets, and any additionally required specialty professional services requested by the District specifically a consultant who will perform a demographic analysis. We have worked with multiple firms who perform demographic analysis services for Districts, and prefer to choose one with the District's input.

Insurance

We carry \$1,000,000 for each occurrence / \$2,000,000 annual aggregate in Professional Liability (Errors and Omissions) Insurance, \$1,000,000 in both Commercial General Liability and Business Automobile Liability Insurance, Workers' Compensation Insurance, and we require our engineers to carry \$1,000,000 of Professional Liability Insurance. A copy of our policy is available upon request.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

A handwritten signature in cursive script that reads "Darden".

AGREEMENT FOR CONSULTING SERVICES BETWEEN

**Gustine Unified School District
and
Darden Architects, Inc.**

As of, May 1, 2014

This Agreement for Architectural Master Planning Services is entered into this 1th day of May, 2014, by and between the GustineGustine Unified School District and Darden Architects, inc. The provisions of this Agreement are set forth herein.

The parties agree as follows:

1. SCOPE OF SERVICES:

a. Initial Contract Services.

The services to be planned and performed by Darden Architects, inc. (the "Services") are detailed in the scope of work attached as "Exhibit A, Summary of the Scope of Work".

b. Additional Services.

If authorized in writing by Gustine USD, Darden Architects, inc. shall furnish services that are in addition to Services detailed in the Scope of Work. If further additional services ("Additional Services") are requested by Gustine USD, the parties shall in good faith negotiate based on our standard hourly rate to a limit that has been approved by the District and thereupon execute an addendum to this Agreement to be signed by the District Contract Administrator, and by an authorized representative of Darden Architects, inc., setting forth the additional scope of services to be performed and the compensation for the Additional Services. Darden Architects, inc. shall not be entitled to any compensation for any Additional Services unless the Additional Services are authorized in writing. All Additional Services shall otherwise be subject to all terms and conditions of this Agreement.

2. SELECTED DEFINITIONS

- a. "Acceptance" with respect to a Task Completion, means a written acceptance by the District Contract Administrator of a written Request for Payment issued on behalf of Darden Architects, inc.
- b. "Activities" means the activities detailed under each Task
- c. "Corrective Action" has the meaning specified in Subsection 5(c).
- d. "Current Task" means the next numbered Task detailed in the Scope of Work that occurs after the Task that last obtained Task Completion.
- e. "Deliverables" means the deliverables detailed under each Task.
- f. "District Contract Administrator" means the single individual designated in writing from time to time by District to serve as the Contract Administrator with respect to Acceptances. The initial Gustine USD Contract Administrator is Mr. Ron Estes.
- g. "Rejection" has the meaning specified in Subsection 5(c).
- h. "Request for Payment" has the meaning specified in Subsection 5(a).
- i. "Scope of Work" has the meaning specified in Subsection 1(a).
- j. "Services" has the meaning specified in Subsection 1(a).
- k. "Task" means those objectives, activities and deliverables detailed in 'Exhibit A - Task Objectives, Activities and Deliverables'.
- l. "Task Budget" means the compensation for each separate Task as detailed in Section 3 (Compensation), below.
- m. "Task Completion" means, as to each Task, when Darden Architects, inc. has completed all Activities and provided all Deliverables required under a Task, and such Activities and Deliverables have met the Objectives established for such Task.
- n. "Termination/Suspension Payment" has the meaning specified in Subsection 8(e).
- o. "Work Stoppage Notice" has the meaning specified in Subsection 8(e).

3. COMPENSATION:

- a. Darden Architects, inc. shall be paid for the Contract Services based on the following Task Budget. The Task Budgets were established and based on an average billing rate and the forecasted man hours to complete the Tasks (Tasks indicated in Exhibit A).

| <u>TASK</u> | <u>DESCRIPTION</u> | <u>TASK BUDGET</u> |
|--------------|--|--------------------|
| Task 1.0: | Initial Data Collection | |
| Task 2.0: | District staff, parents, teachers, and students Engagement | |
| Task 3.0: | Principals and Standards Continued | |
| Task 4.0: | Student Housing | |
| Task 5.0: | Option Development | |
| Total | | \$15,000 |

- b. The Task Budget includes all charges for the Services to be provided by Darden Architects, inc., including all direct expenses for the production of the District Wide Facilities Master Plan documents.
- c. Authorization to proceed is required by the District prior to proceeding with each task.
- d. The Task Budget listed above includes all specialty Sub-Consulting Services to be engaged by Darden Architects, inc. in the completion of the Tasks listed above, they are:

Selected Consultant Services will be provided from:

- Darden Architects Inc.
 - Facilities Master planning , Site Master Planning & Construction cost estimating
- Tim Haley ^{RA}, - Project Management, assessment reviews and Facilities Master Planning Specialist

- e. Reimbursable Expenses.

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below.

Expense of transportation in connection with the Project and living expenses in connection with out-of-town travel from Fresno and (or) Sacramento.

The expenses for meals shall be reimbursed at cost. Car travel will be reimbursed at the standard Federal reimbursement rate for mileage (Currently \$0.565/mile). Hotel accommodations, if required will be reimbursed at cost. Darden Architects will invoice the District for any of these expenses monthly.

4. TASK BUDGET COMPENSATION NOTES & ADJUSTMENTS:

- a. **Services not included in the proposal.**

This agreement assumes the District will retain their preferred Technology consulting specialists directly; this specialist will contract directly with the Gustine USD and will coordinate with the Master Planning team if required.

The Demographic Services and student growth projections, GIS mapping and boundary studies that will be needed as a part of the District wide Master Planning effort will be provided by the District's Demographic consult and contracting directly with the District.

The District does not desire the services of a Certified Access Specialist to prepare an ADA transition plan for the District.

This agreement does not include necessary ongoing services to represent the Gustine USD through the complete implementation of the District wide Facilities Master Plan.

a. Services included in the proposal.

Individual site information shall be gathered from a variety of sources, including input received by meeting with each site's Principal, staff and Maintenance staff, district records, prior studies, visual site assessments by the assessment team, and input received at Small group site based forum meetings.

Darden Architects, inc. has retained the services of an independent consulting Facilities Planning team of Darden Architects and Tim Haley AIA, to aid in managing the project development, and will be involved in all phases of the Master Plan development , including: review of the assessments, facilities planning studies, Demographic analysis, Engagement meetings. This team of sub consultants will be involved in the project from start to finish.

Time has been included for Darden Architects inc. to review the FMP scope and alternatives and determine opinions of probable construction costs. His scope of work includes site visits where required due to existing conditions requiring verification. Opinions of probable construction costs shall include costs for anticipated escalation of costs, Darden Architects, Inc. Cannot be held responsible to unanticipated cost escalations.

5. Task Acceptance:

a. Request for Payment.

When Darden Architects, inc. has, in its reasonable judgment, determined that it has obtained Task Completion with respect to a Task, Darden Architects, inc. shall issue to the District Contract Administrator a written request for payment of the funds in the Task Budget related to such Task (a "Request for Payment").

The Tasks described in the Exhibit A, and B outline a process that is to be accomplished generally in the order detailed in the Scope of Work. However because time is of the essence in this contract, if possible and also appropriate there may be opportunities to complete all or a portion of a subsequent task out of sequence to save time or take advantage of the school calendar or other scheduling situations. In that instance a request for payment for an out of sequence work completed would be appropriate. Partial payments for partially completed tasks are acceptable if the amount requested is in proportion to the work completed. The completion of a prior task is not essential to a request for payment for work done on a subsequent task.

b. Written Acceptance.

Within fifteen (15) business days of its receipt of a Request for Payment, District shall, through its District Contract Administrator, issue a written Acceptance of the items associated with such Task, and initiate the processing of a payment for such Task consistent with the Task Budget set forth in Section 3.

c. Written Rejection.

If deemed necessary, within fifteen (15) business days of its receipt of a Request for Payment, District shall, through its District Contract Administrator, issue a written "Rejection" of the items associated with such Task. The Rejection shall detail, with reasonable specificity, the deficiency in the Task Activities or Deliverables or attainment of Objectives that are the basis for the Rejection. Darden Architects, inc. shall then correct any Deliverables or revisit the Activities sufficient to

address the items set forth in the Rejection (a "Corrective Action"); Darden Architects, inc. shall be provided a reasonable time to complete a Corrective Action.

d. Informal Resolution.

If Darden Architects, inc. disputes a Rejection issued by District, or if District reasonably determines that the Corrective Action completed by Darden Architects, inc. after a rejection is ineffective to resolve the Rejection, either party may initiate a meet and confer to evaluate the Activities, Objectives and Deliverables completed by Darden Architects, inc. with respect to the Task, and work to detail a mutually acceptable resolution of the problem. If the parties are unable to reach a mutually acceptable accommodation with respect to such matters, then either party may initiate exercise of remedies available pursuant to Section 9 (ADR).

e. Subsequent Tasks Initiated Pending Acceptance of Prior Tasks.

The parties acknowledge that the Tasks detail an iterative process that is best accomplished in the order detailed in the Scope of Work. However, if a Rejection is based on clerical matters or other issues that do not jeopardize the likelihood of the attainment of the Objectives for the next subsequent Task, District may direct or authorize the initiation of Activities associated with a subsequent Task while the parties are working to resolve a Rejection and/or a Corrective Action concerning a prior Task. Such directions or authorization shall be without prejudice to District's rights to pursue a remedy concerning the lack of Acceptance of a prior Task.

f. Special Payment Requests.

Notwithstanding the other provisions of this Section 5, Darden Architects, inc. may also request monthly payment on portions of Tasks partially completed. Any partial payment for any partially completed Tasks shall be based on the estimated percentage complete on a Task. Any partial payment for the completion of a task shall be at the discretion of the District, and shall be paid on such terms and conditions as the District shall establish.

6. PAYMENT TERMS:

a. In General.

Upon the Acceptance of a Task Completion, District shall pay Darden Architects, inc. based on the amount specified in the Task Budget with respect to such Task. Payment shall be issued within sixty (60) days following the issuance of the Acceptance. If District fails to timely pay for a Task within such sixty (60) day period, then District agrees to pay interest on the unpaid amount at the non-compounded rate of one percent (1 %) per month.

7. PERFORMANCE COVENANTS:

a. Standard of Care.

Darden Architects, inc. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in District's community, for the professional and technical soundness, accuracy, and adequacy of all tasks, evaluations, order of magnitude budgets, recommendations, and other work and materials furnished under this Agreement. Darden Architects, inc. makes no further warranty with respect to such matters, expressed or implied.

b. Electronic Media.

- 1) As a component of the services provided under this Agreement, Darden Architects, inc. may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of District. District and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Darden

Architects, inc. to District. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.

- 2) District acknowledges that Electronic Files can be altered or modified without Darden Architects, inc. authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. District agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Darden Architects, inc. until acceptance. District further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period District shall be deemed to have accepted the Electronic Files as received. Darden Architects, inc. will undertake reasonable efforts to correct any errors in the Electronic Files detected within the thirty (30) day acceptance period. Darden Architects, inc. shall not be responsible to maintain the Electronic Files after acceptance by District.
- 3) Darden Architects, inc. is not responsible for any problems in the interaction of the Electronic Files with other software used by District or its consultants, contractors and subcontractors.
- 4) The District retains ownership of designs, documents, electronic equivalents, and other technical data produced in the performance of this agreement and shall be specified to become the exclusive property of the District. This agreement grants rights to the architect to reuse aspects such as methodologies, assessment tools, and procedures in other future master planning projects including for other future clients. The District shall have access at reasonable times to inspect copies of notes, designs electronic files, calculations and other technical data pertaining to the work performed under the agreement.

c. Mutual Indemnification.

- 1) Darden Architects, inc. shall indemnify and hold harmless (but not defend) the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to reasonable attorney's fees) arising out of or resulting from: performance of this Agreement; Darden Architects, inc. completion of the duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, or members of the Board of Trustees, for Darden Architects, inc. Negligent acts, errors and omissions or of its respective agents, subcontractors, employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Subsection.
- 2) The District agrees to indemnify and hold Darden Architects, inc., its agents, employees, and consultants harmless from damages, losses and expenses (including reasonable attorney's fees) arising from District's negligent acts, errors or omissions in the performance under this Agreement. The District and/or his consultants are responsible for such damages and losses on a comparative basis of fault. The District is not obligated to indemnify Darden Architects, inc. for Darden Architects, inc. own negligence.

d. Insurance.

- 1) It is agreed that Darden Architects, inc. shall secure and maintain in force during the term of this Agreement Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000.00) dollars per occurrence, two million (\$2,000,000.00) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000.00) dollars per occurrence. Darden Architects, inc. shall produce the policy for District, upon request. Darden Architects, inc. also agrees to provide worker's compensation insurance for Darden Architects, inc. employees, at Darden Architects, inc. own cost and expense.

e. Assignment and Subcontracting.

Darden Architects, inc. shall not be authorized to assign any rights under this Agreement, or subcontract the performance of any work under this Agreement, unless such assignment or subcontract has first obtained District's written approval, which approval may be withheld or conditioned in District's sole and absolute discretion. Notwithstanding the foregoing, District hereby approves the subcontract by Darden Architects, inc., Inc., with the consultants listed in sections 3 and 4.

f. Records.

Records of Darden Architects, inc. direct labor costs, payroll costs, and expenses pertaining to the activities covered by this Agreement will be kept on a generally recognized accounting basis and made available to District for inspection upon request. Darden Architects, inc. shall be subject to the examination and audit of District for a period of three (3) years after final payment by District under this Agreement.

g. Conflict of Interest.

Darden Architects, inc. does not have, nor anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Darden Architects, inc. or any of its owners or employees, with personal financial gain as a result of any recommendation, advice or any other action taken by Darden Architects, inc. during the rendition of services under this Agreement.

h. Completion of Performance.

Darden Architects, inc. recognizes time is of the essence and will work diligently to meet the Districts project schedule goals barring any delays which are beyond the control of the Facility Master Plan Team. During the facility master planning process it is difficult to accurately predict the exact time required to complete the process. Discoveries can be made that result in a need to further explore previously unforeseen alternatives; the exploration of these options may result in a need for additional time, but not necessary additional expense. The District will be advised if the Planning Team has experienced delays or desires to further explore alternatives in the effort to provide and present the most comprehensive District wide facilities master plan product. Refer to Exhibit B, Project Schedule, for a detailed project development schedule.

8. SUSPENSION/TERMINATION:

a. Suspension by District.

District may, at any time, by ten (10) day written notice, suspend further performance by Darden Architects, inc. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner. In the event of such a suspension, Darden Architects, inc. shall be paid, within sixty (60) days of such suspension, for any uncompleted Tasks in an amount determined pursuant to Section 8(e). Any such payment shall be a credit against the remaining payment owed under the Task Budget with respect to such Task when work is reinitiated.

b. Termination by District.

District may, at any time, with or without cause, by ten (10) day written notice, terminate further performance by Darden Architects, inc. In the event of such a termination, Darden Architects, inc. shall be paid, within sixty (60) days of such termination, for any uncompleted Tasks, in an amount determined based on the percent complete for the current task. Such payment shall be in full satisfaction of any remaining liabilities owed to Darden Architects, inc. by District under this Agreement.

9. Alternative Dispute Resolution (ADR): If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies;

a. Initial Meeting.

A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

b. Appointment of Neutral.

If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such appointment within forty (40) days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral person. The fees of the neutral person shall be shared equally by the parties.

c. ADR Procedures.

In consultation with the neutral person, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within twenty (20) days after the initial consultation with the neutral person, the procedure, time and place for the ADR to be held will be decided by the neutral person. Unless circumstances require otherwise, the ADR shall be held not later than sixty (60) days after selection of the neutral person.

d. ADR Participation.

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral person. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

10. Limitation on Damages: Except for Darden Architects, inc. liabilities under Subsection 7(c) and (d), and except to the extent of a claim for the disgorgement of funds previously paid or contract amounts otherwise due under this Agreement, neither Party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings arising directly or indirectly from the parties' relationship under this Agreement, including but not limited to claims based on contract, equity, negligence, intended conduct, tort or otherwise (including breach of warranty, negligence and strict liability in tort).

11. Written Notice: All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party. All notices and demands so given shall be effective only upon receipt by the party to whom notice or demand is being given.

12. Miscellaneous:

a. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

b. No Waiver.

Any failure to require strict compliance with any provision of this Agreement shall not be a waiver of strict compliance with regard to subsequent performance of such provision.

c. Independent Contractor Status.

While engaged in carrying out the terms and conditions of this Agreement, Darden Architects, inc. and any of its sub-consultants is acting as an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

d. Integration.

This Agreement, together with the Scope of Work, comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement, and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

e. Written Amendment.

The terms of this Agreement shall not be waived, altered modified, supplemented or amended in any manner whatsoever unless in writing and signed by duly authorized representatives of the parties hereto.

f. Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Darden Architects, inc. and the District and their respective successors and assigns.

g. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Butte County, California.

h. Authorization to Proceed.

Signing this Agreement and the written authorization to proceed shall be construed as authorization by District for Darden Architects, inc. to proceed with the Services, unless otherwise provided for in this Agreement.

i. Non-Discrimination.

It is the policy of the District that there shall be no discrimination against any of Darden Architects, inc. prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, Darden Architects, inc. agrees to comply with applicable federal and California laws.

j. Compliance with Law.

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Darden Architects, inc. agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do shall constitute material breach.

k. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

13. Board Approval: The effectiveness of this Agreement is contingent upon the approval of the Gustine Unified School District Governing Board.

- The rest of this page is intentionally left blank -

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, effective upon the last dated signature.

Gustine Unified School District

Darden Architects, inc.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address

SSN/EIN

City State Zip

Address

City State Zip

Date _____

Date _____

Exhibit A

Summary of the Scope of Work

GUSTINE USD LONG RANGE FACILITIES MASTER PLAN – SCOPE OF WORK

This is a general task list that addresses the approach to the Gustine Unified School District Facilities Master Plan (FMP) Implementation Strategy.

This approach to Facilities Master Planning is based upon demonstrated methodologies created to facilitate innovative and creative discussions with a variety of stakeholders. The outcomes are based on stakeholder input, solid facility condition assessments (by others) and the alignment of facility changes with the educational strategic plan and district goals. The uniqueness of the Gustine Unified School District is incorporated at the very beginning of our involvement through visioning, networking and overall large picture discussions with school principals, staff, administrators, students and other identified stakeholders. Setting the Bar and collecting data is key to the development of creating supportable strategic options for facilities.

Although our process is not linear, our detailed work plan will guide our efforts. Some of our tasks will be done simultaneously, yet some are dependent upon input and data before moving ahead. To further clarify the timing of these tasks, a schedule has been developed and follows this task list. Our “draft” task list will be finalized after the District’s input.

Task 1.0: Initial Data Collection

Task 1.1 Project Initiation

During our initial discussions, Gustine Unified School District’s unique attributes will be incorporated into our final task list and work plan. After this first meeting we will make appropriate changes and issue a final work plan with a project schedule that will guide all project activities. During this first task we will also establish protocols to ensure open and effective communication between the Darden Architects, inc. and the District. We have found that the importance of free and open communication cannot be understated.

An important aspect of the Project Kick off is establishing the Facilities Master Planning Committee (FMPC). We would plan at least three meetings with the FMPC; the initial meeting to discuss the process; the second to report and discuss findings; and the third to present options and opportunities.

Objectives:

- To ensure effective communication throughout the project
- To confirm tasks list and schedule
- To ensure the project’s final product will meet the District’s goals and objectives
- To discuss and align the work with an established Facilities Master Planning Committee or

Task 1.2 Data Collection

During our initial work we will gather past and current data and information from the District for original construction projects, updates and changes. This would also include any data from the William’s Act or any other improvement documents. We will want to know the status of all construction projects that are ongoing, and those that have yet to be certified by the Department of State Architect (DSA).

We will also complete a review of all current and planned developments that may affect the District’s demographics. We will meet with the City and adjacent Cities as well as the county planning and building departments to gain knowledge on recent development activity.

Objectives:

To collect and gather all current and past relevant facilities data, including floor plans and other construction plans

To meet with appropriate City and County staff on current and future trends in demographics within the District

To discuss with the District all current and planned developments and their effect on the District student growth and location of schools

Task 1.3 Individual Site Visits/Assessments

Solid, standard based, facility assessments are critical in estimating costs of modernizations and school changes. After reviewing the Facility Needs Assessment, completed on March 14, 2014, we will schedule a "walk" of each and every site and buildings on the site. The reviews are two pronged, Educational Program Suitability and verification of Condition. In addition to our standard review, we will coordinate with the District's Energy Consultant (IES and or Thinkware), so we also review current utility usage and opportunities for improvement.

Objectives:

To gain a baseline for the assessment of the condition of each of the district schools and facilities and incorporate the information into a digital facilities data base.

Objectives:

To report an on the baseline for all assessments of the condition and educational program adequacies of each of the district schools and facilities and incorporate the information into a digital facilities data base.

To complete an accurate estimate of costs associated with the various site conditions.

Task 2.0: District staff, parents, teachers, and students Engagement

After the preparation of the final work plan and schedule in Task 1.0 above, we would recommend posting the plan on the Gustine Unified School District Web Site, under the "Upcoming Events" section as a reference. Engaging District staff, parents, teachers, and students is important to the Master Plan process and to the successful implementation of the final plan. This begins with the establishment of the FMPC. We will also engage with the Principals appointed site committees. During the data collection phase of our work, we will hold meetings to gather with these stakeholders to gain input as to the current understanding and perception of the district facilities. The second round of meetings will report the results of the data collection phase and offer discussion on the beginning of the option development phase, and to share outcomes and conclusions that maybe contained in the facility master plan.

Objective:

To actively involve and engage the district and public if necessary in a discussion of major facility issues facing the District

To review and gain input on major themes and or directions

To gain support for the final Master Plan

Task 3.0: Educational Specifications-Capacity, Utilization

Educational Specifications are essential in reviewing current facilities and planning new facilities. Equity in district facilities can be gained through the use of "solid", supported standards. We will bring samples of similar documents for review and incorporation of the Districts specific modifications. During the development of these standards we will hold focus group discussions for selected specialty areas.

Using District compiled demographics, we will calculate current and estimated future capacities and utilization of the campuses. We will discuss with the District assumptions that will include class size by grade level, how many rooms should be

left available for special programs and other non-scheduled uses. The calculation assumptions will be used in the next task to determine the capacity of each facility.

Objective:

To provide a framework for developing facility recommendations based on the overall mission, goals and objectives of the Gustine Unified School District

To review the current and proposed educational programs, strategic plan and to align with facility improvements and priorities

Develop educational specifications for Elementary, Middle and High Schools that include:

- Exploration of enhancing college and career opportunities
- Definition of what a core instructional space should function
- Definition of spaces needed for any special District programs
- Exploration of what kind and how much Technology should be supported by the building infrastructure

Task 4.o: Student Housing

To understand the current student housing needs and opportunities, as stated in Task 3.o above, we will complete facility capacity and utilizations studies, and review enrollment projections (based on District supplied demographic studies). The result will determine if the current building stock is capable of housing future student increases. This step is critical in the completing options during the final stages of the Master Planning process. The definition of where, how many and at which grade level there is space available or lacking is key to utilizing the district facilities assists to the greatest extent.

Objective:

To define and establishing school capacity and utilization of all facilities based on current and future teacher / student loading based on the educational standards capacity assumptions

Task 5.o: Option Development

After all the data has been assembled we will outline the needs in the District, with most critical being code, and life safety issues. Common trends and themes will be identified. We will develop several options that effectively address the needs. During our meetings with the FMPC we will discuss the positives and the negatives of each option, narrowing to an option that satisfies the majority of trends and themes. As the options are narrowed, an implementation plan can be developed, detailing expenditures and time-lines.

Option development will include a strategy for financing. This involves research into all potential funding sources, including: developer fees, State funding of various types; Federal funding; local funding options including current and potential future school bonds, , and other local government partnerships; and other private and non-profit partnerships. The Master Planning team will coordinate its efforts with the District's other consultants and work on determining State funding sources that may include modernization, new construction and portable replacement funds, Proposition 39 funds and e-rate funds as well. Alternative energy sources, utility savings, and other incentive programs will also be investigated. An implementation plan will be built using the identified options. The implementation plan will address facilities need and funding source timing and availability.

We will prepare the Draft Master Plan for review and discussion. The Final Master Plan will be both digitally produced and printed for approval of the Board of Education

We will create documents that can be used for both the FMPC and the Board of Education. The Presentation will include a series of power point slides and boards. There will be site graphics and documents to support the strategy and the costs.

The final Master Plan will be inclusive of all the data and information gathered through FMPC, staff, student, teacher and Board of Education input. It will contain a "real" implementation plan that can be achieved. It will identify state funding and other funding potentials.

Objectives:

To develop a master plan options to resolve identified needs and opportunities including:

- Impacts from standards and assessments
- Energy improvements and sustainability enhancements to reduce maintenance and operational costs
- Demographic, Enrollment and Capacity requirements
- Overall Land use in the District

Exhibit B Initial Project Schedule

The project duration is anticipated to be 6 months, commencing with the District's authorization to proceed on or about April 1, 2015 and ending in October 2015.

See graphic schedule below

Gustine Unified School District – Facilities Master Plan May 2015

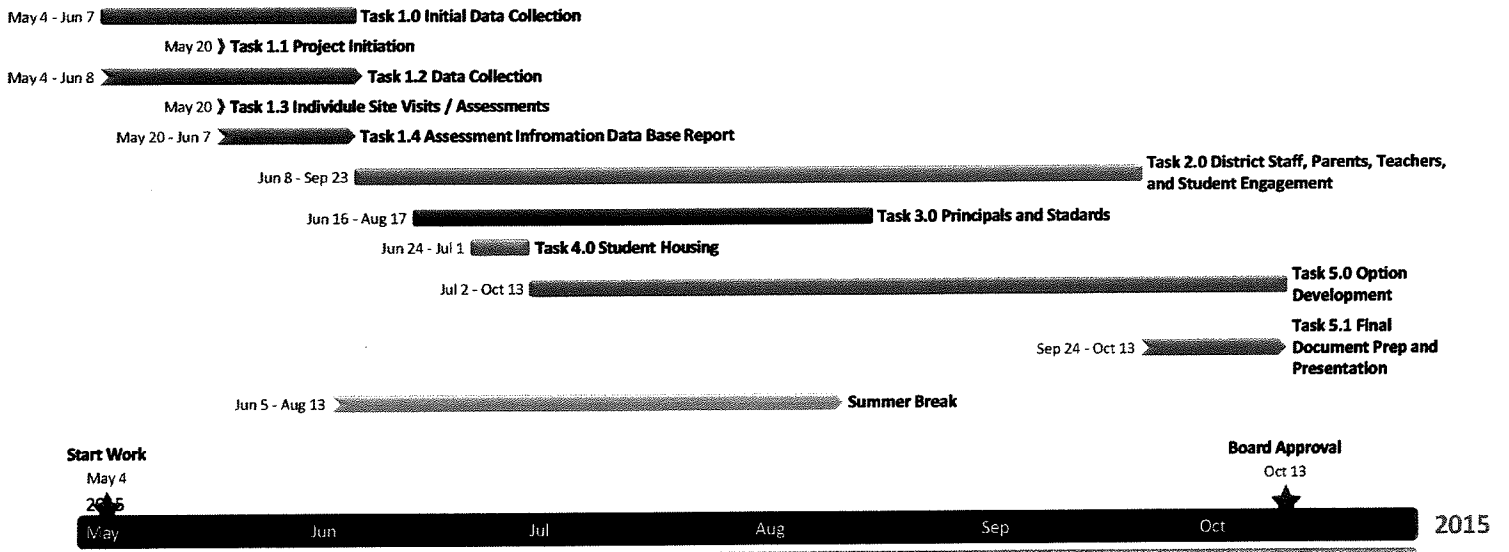


Exhibit C

(Not used)