Mt. Diablo Unified School District

Agreement for Architectural Services

PHd Architects

Multi-Purpose Building Repairs
at
Various Sites

Dated
September 14, 2010

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made as of the date set forth below, between the Mt. Diablo Unified School District ("**DISTRICT**"), and Phd Architects (PHd) ("**ARCHITECT**"), for the following projects ("Project"):

Repair Damaged Multi-Purpose Buildings at Various Sites

See Exhibit "F" for project scope and budget.

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. RESPONSIBILITIES AND SERVICES OF ARCHITECT

Scope: **ARCHITECT** shall provide the design services described herein and under Exhibit "A" for the Project.

Coordination: In the performance of **ARCHITECT'S** services under this Agreement, **ARCHITECT** agrees that it will maintain such coordination with **DISTRICT** personnel and/or its designated representatives as may be requested and desirable. **ARCHITECT** recognizes that the **DISTRICT** may obtain the services of a **Construction Manager** for this Project.

> **The Construction Manager** is authorized to give **ARCHITECT** work authorizations, and issue written approvals and Notices to Proceed on behalf of **DISTRICT**. If ARCHITECT does any work without prior written authorization by the **Construction Manager** or the **DISTRICT'S** authorized representative, the **DISTRICT** will not be obligated to pay for such work. The **DISTRICT** reserves the right to designate a different **Construction Manager** at any time.
>
> Any task, including, but not limited to, reviews or approvals, that the **DISTRICT** may perform pursuant to this Agreement may be performed by the **Construction Manager**, unless that task indicates it shall be performed by the **District's** Board of Governors.

ARCHITECT'S Services: **ARCHITECT** shall render the services and furnish the work as described in Exhibit "A," commencing with receipt of a written Notice to Proceed signed by the **DISTRICT** representative.

ARTICLE 2. ARCHITECT STAFF

The **ARCHITECT** has been selected to perform the work herein because of the skills and expertise of key individuals.

The **ARCHITECT** agrees that the following key people in **ARCHITECT'S** firm shall be associated with the Project in the following capacities:

- Partner In Charge: Nicolo Caldera

The **ARCHITECT** shall not change any of the key personnel listed above without prior written approval by **DISTRICT**, unless said personnel cease to be employed by **ARCHITECT**. In either case, **DISTRICT** shall be allowed to interview and approve replacement personnel.

If any designated lead or key person fails to perform to the satisfaction of the **DISTRICT**, then upon written notice the **ARCHITECT** shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the **DISTRICT**. All lead or key personnel for any sub-consultant must also be designated by the sub-consultant and are subject to all conditions previously stated in this paragraph.

ARCHITECT represents that the **ARCHITECT** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by **ARCHITECT**.

ARCHITECT agrees that any plans and/or specifications included in the Work shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of observations of the construction, as required by Education Code section 17302(a).

ARTICLE 3. SCHEDULE OF WORK

The **ARCHITECT** shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A," so as to proceed with and complete the work in compliance with the schedule in Exhibit "C." Time is of the essence and failure of **ARCHITECT** to perform work on time as specified in this Agreement is a material breach of this Agreement. In no event shall the Architect be responsible for delays incurred by the District, Construction Managers or other agencies not directly under the Architect's direction.

ARTICLE 4. CONSTRUCTION COST BUDGET

EMERGENCY REPAIRS – CONSTRUCTION BUDGET PENDING.

ARTICLE 5. FEE AND METHOD OF PAYMENT

DISTRICT shall pay **ARCHITECT** an amount not to exceed Twenty-Eight Thousand and 00/100 Dollars ($28,000.00 dollars) for all services contracted for under this Agreement, including reimbursable(s).

ARCHITECT shall bill its work under this Agreement in accordance with Exhibit "D."

No increase in fee will be due from change orders generated during the construction period if due to **ARCHITECT'S** error or omission.

The **ARCHITECT'S** fee set forth in this Agreement shall be full compensation for all of **ARCHITECT's** work incurred in the performance hereof. A Reimbursable Allowance has been included in the Fee for all costs for personnel, travel, offices, printing of deliverables in the quantities set forth in Exhibit "A," providing and/or shipping of deliverables or any other items, per diem expenses, any other direct or indirect expenses incident to providing the services, and any other items specified in Exhibit "A."

ARTICLE 6. PAYMENT FOR EXTRA WORK OR CHANGES

Any charges for extra work shall be paid by the **DISTRICT** as described in Exhibit "B" only upon certification that the claimed extra work was authorized in writing in advance by the **DISTRICT** and that the work has been satisfactorily completed.

ARTICLE 7. OWNERSHIP OF DATA

Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for **DISTRICT** to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the **ARCHITECT** or its consultants, prepares or causes to be prepared pursuant to this Agreement.

The **DISTRICT** retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the **ARCHITECT** or its consultants prepares or causes to be prepared pursuant to this Agreement.

The **ARCHITECT** shall perform the work and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. The **ARCHITECT** shall deliver to the **DISTRICT**, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file.

In order to document exactly what CADD information was given to the **DISTRICT**, **ARCHITECT** and **DISTRICT** may sign a "hard" copy of reproducible documents that depict information at the time **ARCHITECT** produces the CADD information. **DISTRICT** agrees to release **ARCHITECT** from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the **ARCHITECT** or its consultants subsequent to it being given to the **DISTRICT.**

Following the termination of this Agreement, for any reason whatsoever, the **ARCHITECT** shall promptly deliver to the **DISTRICT** upon written request and at no cost to the **DISTRICT** the following items (hereinafter "Instruments of Service") which the **DISTRICT** shall have the right to utilize in any way permitted by statute:

1. One set of the Contract Documents, including the bidding requirements, specifications, and cost estimates for the Project, in hard copy, reproducible format.
2. One set of fixed image Computer Aided Design Drafting (hereinafter "CADD") filed, in DXF format, of the drawings which are part of the Contract Documents.
3. One set of non-fixed image CADD drawing files, in DXF format, of the site plan, floor plans (architectural, plumbing, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the **ARCHITECT** under this Agreement.

In the event the **DISTRICT** changes any fully or partially completed documents, the **DISTRICT** agrees to release **ARCHITECT** and it's consultants of responsibility for such changes. In the event **DISTRICT** uses any fully or partially completed documents without the **ARCHITECT'S** full involvement, the **DISTRICT** shall remove all title blocks and other information that might identify the **ARCHITECT** and the **ARCHITECT'S** consultants.

ARTICLE 8. TERMINATION OF CONTRACT

If **ARCHITECT** fails to perform **ARCHITECT'S** duties to the satisfaction of the **DISTRICT**, or if **ARCHITECT** fails to fulfill in a timely and professional manner **ARCHITECT'S** material obligations under this Agreement, or if **ARCHITECT** shall violate any of the material terms or provisions of this Agreement, the **DISTRICT** shall have the right to terminate this Agreement effective immediately upon the **DISTRICT** giving written notice thereof to the **ARCHITECT**. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

The **ARCHITECT** has the right to terminate this Agreement if the **DISTRICT** does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from **ARCHITECT** to the **DISTRICT**.

If, at any time in the progress of the Design of the Project, the **DISTRICT's** Board of Trustees determines that the Project should be terminated, the **ARCHITECT**, upon written notice from the **DISTRICT** of such termination, shall immediately cease work on the Project. The **DISTRICT** shall pay the **ARCHITECT** only the fee associated with the services provided, since the last invoice that has been paid and up to the notice of termination.

ARTICLE 9. INDEMNITY

To the furthest extent permitted by California law, **ARCHITECT** shall defend, indemnify, and hold free and harmless the **DISTRICT**, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, reasonable expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above are caused in whole or in part by the willful misconduct or negligent acts, errors or omissions of **ARCHITECT**, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of reasonably foreseeable consequential damages.

ARCHITECT shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. **ARCHITECT** shall also reimburse **DISTRICT** for the cost of any settlement paid by **DISTRICT** arising out of any Claim. **ARCHITECT** shall reimburse the indemnified parties for any and all reasonable legal expenses and costs, including expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. **ARCHITECT's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. **DISTRICT** shall have the right to accept or reject any legal representation that **ARCHITECT** proposes to defend the indemnified parties.

ARTICLE 10. FINGERPRINTING

Pursuant to Education Code section 45125.2, **DISTRICT** has determined on the basis of scope of work in this Agreement of this Project, that **ARCHITECTS,** subcontractors, and their employees will have only limited contact with pupils at most, **ARCHITECT** shall promptly notify **DISTRICT** in writing of any facts or circumstances which might reasonably lead **DISTRICT** to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

ARTICLE 11. RESPONSIBILITIES OF THE DISTRICT

The **DISTRICT** shall examine the documents submitted by the **ARCHITECT** and shall render decisions so as to avoid unreasonable delay in the process of the **ARCHITECT**'S services.

The **DISTRICT** shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by **ARCHITECT** and deemed necessary by the **DISTRICT** or are requested by the **DISTRICT**. Such services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by **ARCHITECT**.

The **ARCHITECT** shall be entitled to rely upon the accuracy and completeness of services, information, surveys, and

reports provided or furnished by the **DISTRICT**. The **ARCHITECT** shall advise the **DISTRICT** if it becomes aware of any error or deficiency in said services, information, surveys, and reports.

The **DISTRICT** shall, in writing, advise the **ARCHITECT** if the **DISTRICT** becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the **ARCHITECT'S** documents. Failure to provide such notice shall not relieve **ARCHITECT** of its responsibility therefore, if any.

If required for the **ARCHITECT'S** services and so advised by the **ARCHITECT**, the **DISTRICT** shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the Project site(s), and a written legal description of the Project site(s). The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project site(s); locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark for each Project site.

If so advised by the **ARCHITECT** and unless otherwise provided in this Agreement, the **DISTRICT** shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and hazardous materials.

If so advised by the **ARCHITECT,** the **DISTRICT** shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 12. LIABILITY OF DISTRICT

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

Any and all costs incurred by **DISTRICT**, or for which **DISTRICT** may become liable, to the extent caused by negligent delays of **ARCHITECT** in its performance hereunder, shall be paid by **ARCHITECT** to **DISTRICT** or the District may withhold those costs from amounts owing to **ARCHITECT.**

DISTRICT shall not be responsible for any damage to persons or property as a result of the use or misuse of any equipment used by **ARCHITECT**, or by its employees, even though such equipment be furnished or loaned to **ARCHITECT** by **DISTRICT**.

Except as otherwise provided in this Agreement, nothing in this Agreement shall limit any equitable indemnity rights that the Parties have under California law.

Because **ARCHITECT** did not prepare the contract documents for the modular classroom structures, **DISTRICT** waives all claims against **ARCHITECT** arising from errors or omissions in the contract documents prepared by the designer of the prototype classroom buildings and agrees to indemnify and hold harmless **ARCHITECT** from any damage, liability or cost arising from errors or omissions contained in the contract documents prepared by the designer of the prototype classroom buildings, except for damage, liability or cost to the extent it is due to the negligence or willful misconduct of the **ARCHITECT**.

ARTICLE 13. INSURANCE

ARCHITECT shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."

DISTRICT shall be given 30 days notice prior to cancellation or reduction of coverage amounts of any of the insurance.

ARCHITECT shall provide certificates of insurance and endorsements to **DISTRICT** prior to commencement of the work of this Agreement as required in Exhibit "E."

ARTICLE 14. NONDISCRIMINATION

ARCHITECT agrees that no discrimination shall be made in the employment of persons under this Agreement because of

the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person.

ARCHITECT shall comply with any and all regulations and laws governing nondiscrimination in employment.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **ARCHITECT**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **ARCHITECT**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **DISTRICT** shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 16. ENTIRE AGREEMENT/MODIFICATION

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. **ARCHITECT** shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. **ARCHITECT** specifically acknowledges that in entering this Agreement, **ARCHITECT** relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 17. NON -ASSIGNMENT OF AGREEMENT

In as much as this Agreement is intended to secure the specialized services of the **ARCHITECT**, **ARCHITECT** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of **DISTRICT** and any such assignment, transfer, delegation or sublease without the **DISTRICT'S** prior written consent shall be considered null and void. Likewise, **DISTRICT** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of **ARCHITECT** and any such assignment, transfer, delegation or sublease without **ARCHITECT**'s prior written consent shall be considered null and void.

ARTICLE 18. LAW, VENUE

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

The County in which the **DISTRICT** is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 19. ALTERNATIVE DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all parties.

ARTICLE 20. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 21. EMPLOYMENT STATUS

ARCHITECT shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow **DISTRICT** to exercise discretion or control over the professional manner in which the **ARCHITECT** performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by **ARCHITECT** shall be provided in a manner consistent with all applicable standards and regulations governing such services.

ARCHITECT understands and agrees that the **ARCHITECT'S** personnel are not and will not be eligible for membership in or any benefits from any **DISTRICT** group plan for hospital, surgical or medical insurance or for membership in any **DISTRICT** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a **DISTRICT** employee.

Should **DISTRICT**, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that **ARCHITECT** is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by **ARCHITECT** which can be applied against this liability). **DISTRICT** shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by **ARCHITECT** for **DISTRICT**, upon notification of such fact by **DISTRICT**, **ARCHITECT** shall promptly remit such amount due or arrange with **DISTRICT** to have the amount due withheld from future payments to **ARCHITECT** under this Agreement (again, offsetting any amounts already paid by **ARCHITECT** which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, **ARCHITECT** shall not be considered an employee of **DISTRICT**. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that **ARCHITECT** is an employee for any other purpose, then **ARCHITECT** agrees to a reduction in **DISTRICT's** liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of **DISTRICT** under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that **ARCHITECT** was not an employee.

Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 22. WARRANTY OF ARCHITECT

ARCHITECT warrants that the **ARCHITECT** is properly certified under the laws and regulations of the State of California to provide the special services that it has herein agreed to perform.

ARCHITECT certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.

ARCHITECT certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the **ARCHITECT** is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is $1,000 or more, the **ARCHITECT** agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

ARTICLE 23. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

ARCHITECT shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars ($5,000).

ARTICLE 24. COMMUNICATIONS

Communications between the parties to this Agreement may be sent to the following addresses:

DISTRICT:
Mr. Peder Pedersen
Assistant Superintendent
1480 Gasoline Alley
Concord, CA 94520

ARCHITECT:
Mr. Nicolo Caldera
PHd Architects
3211 Ronino Way
Lafayette, CA 94549
TIN: 20-2185421

ARTICLE 25. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

Pursuant to section 17076.11 of the Education Code, the **DISTRICT** has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the **DISTRICT** on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the **ARCHITECT**, before it executes the Agreement, shall provide to the **DISTRICT** certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the **ARCHITECT'S** good faith efforts to meet these goals.

ARTICLE 26. OTHER PROVISIONS

The **ARCHITECT** shall be responsible for the cost of construction change orders caused directly by the **ARCHITECT's** willful misconduct or negligent acts, errors or omissions. Without limiting **ARCHITECT's** liability for indirect or consequential cost impacts, the direct costs for which the **ARCHITECT** shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents. No deductions shall be made from the **ARCHITECT's** compensation on account of the cost of changes in the construction work other than those for which the **ARCHITECT** has been held legally liable or as otherwise agreed. Discovery items (items that neither the architect, owner, nor contractor envisioned through the design and bidding of the project) during construction shall not be considered errors or omission of the **ARCHITECT.**

Neither the **DISTRICT'S** review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and **ARCHITECT** shall remain liable to the **DISTRICT** in accordance with this Agreement for all damages to the **DISTRICT** caused by **ARCHITECT'S** failure to perform any of the services furnished under this Agreement to the standard of care as stated in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____
Assistant Superintendent Date

Title: _____

CONTRACTOR:

By: _____ August 25, 2010
Date

Partner

Title: _____

Authorized by: _____
Assistant or Associate Superintendent Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

☐ It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

☐ This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

_____
Administrator's Signature Date

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

_____ _____
Originator's Signature Date Phone

Budget Code
114.8387.58.6210-$ 2,500.00
143.8387.58.6210-$ 2,500.00
154.8387.58.6210-$ 2,500.00
187.8387.58.6210-$ 2,500.00
188.8387.58.6210-$18,000.00

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITES AND SERVICES OF THE ARCHITECT

ARCHITECT shall provide the following services.

A - BASIC SERVICES

1. **ARCHITECT** agrees to provide the services described below:
   - i - Provided work which shall comply with professional architectural standards and applicable requirements of federal, state, and local law
   - ii - Identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, e.g.: DSA, Contra Costa Health, Fire Marshal.
   - iii - Contract for or employ at **ARCHITECT**'S expense, sub-consultants to the extent deemed necessary for completion of the Project including: architects, mechanical, electrical, structural and civil engineers, landscape architects and interior designers, licensed as such, by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultant. Nothing in the foregoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultant employed by the **ARCHITECT** under terms of this Agreement.
   - iv - Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the Project.
   - v - Chair, conduct and take minutes of any coordination meetings during the entire design phase with its sub-consultants. **ARCHITECT** shall invite the DISTRICT and/or its representative to participate in these meetings. **ARCHITECT** shall keep a separate log to document design/coordination comments generated in these meetings.
   - vi - Review and verify information provided by the DISTRICT, including without limitation surveys, as-built drawings, subsoil data, chemical, mechanical and other data logs of borings furnished to **ARCHITECT** pursuant to this Agreement, to the extent they relate to **ARCHITECT**'s scope of work. Advise the DISTRICT based on its experience as a licensed architect whether those data are sufficient for purposes of design, or whether additional data are necessary.
   - vii - Be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by **ARCHITECT** under this Agreement as well as coordination with all Master plans, studies, reports and other information provided by DISTRICT. **ARCHITECT** shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
   - viii - Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring.
   - ix - **ARCHITECT** and sub-consultants will then review the design provided by others and be responsible for incorporating the information provided by the DISTRICT'S technology consultant as appropriate to the level of design completion.
   - x - Provide services required to obtain local agencies' approval for off-site work including review by regulatory agencies having jurisdiction over the Project.
   - xi - As necessary, develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who subcontracts with the **ARCHITECT**.
   - xii - Verify the capacity of all existing project utilities. Document the location of existing utility lines, telephone, water, sewage, storm drains and other lines, within the limits of the DISTRICT on-site property, to the extend they relate to **ARCHITECT**'s scope of work.

xiii - Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or its representative for inclusion in the overall Project documentation.

xiv - Provide computer-generated information downloaded to computer files that the DISTRICT may use on its website, updated monthly or more frequently as requested by the DISTRICT.

xv - Provide interior design and other similar services required for or in connection with color coordination. **ARCHITECT** is required to coordinate the placement of furniture, and equipment layout. The DISTRICT shall procure furnishings and moveable equipment.

xvi - Prepare schematic level drawings and specifications to be used by a modular company contracted with the DISTRICT to provide construction documents of modular buildings. **ARCHITECT** to design power, data, phone, and security systems of the building within the limitations of the District contracted modular company. **ARCHITECT** to schematic design all other systems to be further developed by the modular company. Refer to the construction document matrix on page A-7 for further information. **ARCHITECT** is required to oversee the development of the modular building construction documents and ensure that all electrical design, fire alarm design, communications design, and comments from the DISTRICT are incorporated into the drawings.

xvii - **ARCHITECT** is not responsible for:

- ♦ Ground contamination or hazardous material analysis.
- ♦ Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by DISTRICT.
- ♦ Compliance with the California Environmental Quality Act ("CEQA"), except that **ARCHITECT** agrees to coordinate its work with that of any CEQA consultants retained by the DISTRICT, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the DISTRICT into the Project design.
- ♦ Historical significance report.
- ♦ Topographic surveys.

xviii - Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and **ARCHITECT** shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by **ARCHITECT**'S failure to perform any of the services furnished under this Agreement to the appropriate standard of care.

B - PRE-DESIGN AND START-UP SERVICES

1. PROJECT INITIATION

i - Upon final execution of the Agreement with the DISTRICT, the **ARCHITECT** shall:

- ♦ Review the Program Management Plan (PMP) with the DISTRICT and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications. The PMP defines the Program Master Schedule and Budgets and each Project scope and budget.

ii - Within the first week following execution of the Agreement, meet with the DISTRICT and its representatives to prepare a detailed task analysis and work plan for documentation in a computer-generated project schedule.

iii - This task analysis and work plan will identify specific tasks including, but not limited to:

- ♦ interviews,
- ♦ data collection
- ♦ analysis,
- ♦ report preparation,
- ♦ planning,
- ♦ Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the DISTRICT and by all regulatory agencies and additional definition of deliverables.

iv - Participate in a general Project kick-off meeting to include the **ARCHITECT**, appropriate sub-consultants, and DISTRICT staff.

v - The project kick-off meeting will introduce key team members from the DISTRICT and the **ARCHITECT** to each other, defining roles and responsibilities relative to the Project.

vi - Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the Project.

vii - Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

viii - Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

ix - Review documentation of the Project kick-off meeting prepared by the DISTRICT'S representative and comment prior to distribution.

x - Base Drawings and Site Survey Information

2. **ARCHITECT** shall prepare base drawings of project using information from as-built documentation provided by the DISTRICT, actual site observation and measurement, and other sources as appropriate. Base drawings to include site plan, floor plan, roof plan, elevations and other drawings necessary to display and quantify the scope of the scope of work within this project.
3. **ARCHITECT** shall investigate the DSA approval status of any construction not included on approved drawings
4. **ARCHITECT** shall review the program information furnished by the DISTRICT to ascertain the requirements of the Project and shall review its understanding of such requirements with the DISTRICT.
5. **ARCHITECT** shall prepare schematic level drawings and specifications to be submitted to the modular building company contracted by the DISTRICT to provide modular buildings for the project. These drawings to be of a level to provide a clear understanding of the scope and intent of the buildings so that the modular company may develop construction documents.
6. Deliverables

i - Copies

- Electronic drawings for a scope check to be performed by the district. (PDF - **Autocadd 2007**)
- 1 - Cost Estimate – electronically

C - DESIGN SERVICES

1. CONSTRUCTION DOCUMENTS PHASE

i - Upon written authorization by the DISTRICT to proceed with the Construction Documents Phase, **ARCHITECT** shall prepare from the accepted deliverables from the Project Initiation Phase the Construction Documents consisting of the following for each proposed system within **ARCHITECT**'s scope of work:

- Construction Documents - Completion Stage:
- Drawings and specifications:
- Construction Cost Estimate:
- Prepare the Construction Cost Estimate for the Project. The following conditions apply to the Construction Cost Estimate:
  - The Construction Cost Estimate for the Project must at no point exceed the DISTRICT'S budget for the Project. At the conclusion of this phase of **ARCHITECT**'S work, the following steps will be taken to reconcile the accuracy of the Construction Cost Estimate prepared by the **ARCHITECT**. However, at all times the accuracy of the Construction Cost Estimate remains the responsibility of the **ARCHITECT**:
  - The DISTRICT will review the Construction Cost Estimate for general compliance with the DISTRICT'S Project scope and budget as defined in the PMP
  - The Construction Cost Estimate shall allow for escalation to the midpoint of construction. Escalation shall be clearly identified as a separate line item.
  - The Construction Cost Estimate shall be submitted concurrent with the 50% CD submittal and updated at the 100% CD submittal.
  - The Construction Cost Estimate shall not include any design contingencies in excess of the cost estimates

ii - Specifications:
- ♦ Modify the DISTRICT'S standard technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for each construction Project.
- ♦ Where articles, materials, and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.
- ♦ Specifications shall not contain restrictions that will limit competitive bids other than those necessary for DISTRICT maintenance requirements.
- ♦ At one hundred percent (100%) review, specifications shall be reviewed by the DISTRICT and corrections made as directed at no cost to the DISTRICT.
  - – Coordination of the Specifications with specifications developed by other disciplines and modular supplier.
  - – Specifications shall be in CSI format.

iii - Constructability Review: The DISTRICT shall conduct a construction review of the Construction Documents. A report shall be given to the **ARCHITECT** who shall make necessary changes along with providing written comments for each item listed in the report.

iv - Construction Documents (C/D) Final Back-Check Stage:
- ♦ The Construction Documents final back-check stage shall be for the purpose of the **ARCHITECT** incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the **ARCHITECT** during this stage shall be at no additional cost to the DISTRICT.
- ♦ The final Contract Documents delivered to the DISTRICT upon completion of the **ARCHITECT**'S work shall consist of the following:
- ♦ Drawings: Original drawings with each **ARCHITECT**/sub-consultant's State license stamp.
- ♦ Specifications: Original typed technical specifications on reproducible paper in CSI format.

v - **ARCHITECT** shall update and refine the sub-consultants' completed Construction Documents.

vi - Meetings:
- ♦ During the Construction Documents Phase it is anticipated that several meeting(s) per month will convene to address specific design issues and to facilitate the decision-making process. Such meetings will normally be held at the DISTRICT. Participate in an over-the-shoulder review meeting to be held at the consultants office at a time agreed upon by both parties. The meeting will be held between the 50% and 100% CD phase of design.

vii - Deliverables:
- ♦ Copies
  - – 50% CD – Drawings for scope check performed by the district. (PDF and in **Autocadd 2007**)
  - – 50% CD – Project construction cost estimate (electronically)
  - – 50% CD – Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes. (Submit with 50% CD submittal)
  - – 100% CD –drawings (1 full size & 1 half size) electronic file in **Autocadd 2007**, formatted in the 100% working drawings
  - – 100% CD –drawings (1 full size & 1 half size) electronic file in **PDF**, format of 100% working drawings
  - – 100% CD - specifications (electronically in MS Word XP)
  - – 100% CD – structural and electrical (showing District standards have been met) engineering calculations
  - – 100% CD - Construction Cost Estimate (electronically in MS Excel)
  - ♦ Upload drawing and specifications.
  - – PDF files of all DSA approved drawings and specifications.
  - – DSA file including all correspondence, meeting, back check comments, checklists to date. (Submit with 100% CD submittal).

viii - Project Cessation Provisions:
- ♦ Upon completion of the Construction Documents Phase, the DISTRICT shall have the right to terminate this Agreement upon written notice of termination to **ARCHITECT** under the terms of

this Agreement. In this case, the DISTRICT shall pay the **ARCHITECT** only the fee associated with the services provided through the Construction Documents Phase.

- ♦ Upon completion and review of the Construction Documents Phase deliverables, **ARCHITECT** shall neither perform nor charge for further work unless and until the DISTRICT has approved the Construction Documents Phase as complete and has given a written Notice To Proceed to **ARCHITECT** for the Bidding Phase.

2. BIDDING PHASE:

i - Upon written authorization from the DISTRICT to proceed with the Bidding Phase, based upon accepted deliverables from the preceding phase, the **ARCHITECT** shall perform Bidding Phase services for DISTRICT as follows:

ii - The development of the bidding procedures and the general conditions of the construction contract shall be the joint responsibility of the DISTRICT and the **ARCHITECT**.

iii - While the Project is being advertised for bids, all questions concerning intent shall be referred to the DISTRICT for screening and subsequent processing through **ARCHITECT**.

iv - In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the **ARCHITECT** for decision by the DISTRICT as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the **ARCHITECT** and issued by the DISTRICT.

v - Upon completion of the Bidding Phase, the DISTRICT shall have the right to terminate this Agreement upon written notice of this termination to **ARCHITECT** under the terms of this Agreement. In this case, the DISTRICT shall pay the **ARCHITECT** only the fee associated with the services provided through the Bidding Phase.

3. CONSTRUCTION ADMINISTRATION PHASE:

i - Upon written authorization from the DISTRICT to proceed with the Construction Administration Phase, the **ARCHITECT** shall perform Construction Administration Phase services for the DISTRICT as follows:

ii - The **ARCHITECT**'S responsibility to provide basic services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates upon satisfactory performance and completion of all tasks in this phase, or upon the DISTRICT'S terminating this Agreement, whichever is earlier.

iii - During construction, the **ARCHITECT** shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. These drawings shall be requested in writing from the **ARCHITECT** by the DISTRICT and shall be at no additional cost unless designated as extra work or services by the DISTRICT. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the DISTRICT for duplication and distribution.

iv - **ARCHITECT** shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

v - The **ARCHITECT**'S action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the Project or in the work of separate contractors, while allowing sufficient time in the **ARCHITECT**'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from its receipt by the **ARCHITECT**.

vi - During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed five (5) business days from the receipt by the **ARCHITECT**.

vii - **ARCHITECT** shall visit the Project site as necessary or when requested, and in no case less than once a week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the Project. DISTRICT reserves the right to decrease site visits as mutually agreeable.

viii - **ARCHITECT** shall ensure that sub-consultants visit the site in conformance with this agreement.

ix - On the basis of on-site observations, the **ARCHITECT** shall keep the DISTRICT informed of the progress and the quality of the work, and shall endeavor to guard the DISTRICT against defects and deficiencies in the work. **ARCHITECT** shall notify the DISTRICT in writing of any defects or deficiencies in the work by any of the DISTRICT'S contractors that the **ARCHITECT** may observe. However, the **ARCHITECT** shall not be a guarantor of the contractor's performance

x - **ARCHITECT** shall prepare "Record Drawings" on the original tracings to record changes made during the construction project based upon information provided by the DISTRICT'S construction contractor and changes by change orders. These "Record Drawings" are to be in **Autocadd** version **2007** format and on compact disk along with two full size hard copies, shall be delivered to the DISTRICT at completion of the construction and shall be a condition precedent to the DISTRICT'S approval of the **ARCHITECT**'S final payment. The **ARCHITECT** may insert the following notice on all Record Drawings: These record drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The **ARCHITECT** has provided a review consistent with its legal standard of care.

xi - **ARCHITECT** shall review equipment and maintenance manuals and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

xii - **ARCHITECT** shall also provide, at the DISTRICT'S request, architectural/engineering advice to the DISTRICT on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.

xiii - Recommendations of Payment by **ARCHITECT** constitute **ARCHITECT**'S representation to the DISTRICT that work has progressed to the point indicated to the best of **ARCHITECT**'S knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

4. CLOSE OUT PHASE:

i - As the Construction Administration Phase progresses, the **ARCHITECT** shall perform the following Close Out Phase services for the DISTRICT as required:

ii - **ARCHITECT** shall conduct inspections as required to determine when the contractor has completed the Project and shall prepare punch lists of items that remain in need of correction or completion.

iii - **ARCHITECT** shall review, and forward to the District all contractor's written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with its recommendation as to the adequacy of these items.

iv - **ARCHITECT** shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA on the Project to obtain DSA project close out. The DSA close out documents shall be submitted to DSA with 60 days of "Notice of completion" of the contract. A copy of the DSA submittal shall be provided to the DISTRICT.

v - **ARCHITECT** shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.

vi - **ARCHITECT** shall prepare a final verified report for the Project.

vii - **ARCHITECT** shall prepare all Electronic Record Drawings (**Autocadd 2007**) and Specifications for the Project from information provided by contractor (as-builts).

viii - The DISTRICT shall prepare and record with the County Recorder a Notice of Completion for the Project

EXHIBIT "B"
CRITERIA AND BILLING FOR EXTRA WORK

A. The following extra services to this Agreement shall be performed by **ARCHITECT** if needed and requested by the **DISTRICT**.

1. Making revisions in drawings, specifications, or other documents when such revisions are:

   a. Inconsistent with approvals or instructions previously given by the **DISTRICT.**

   b. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents.

   c. Due to changes required as a result of the **DISTRICT'S** failure to respond to a written request from the **ARCHITECT** within a reasonable time, as requested by **ARCHITECT**.

   d. Expiration of Agencies' prior approvals.

   e. Site modifications by others subsequent to DSA submission.

   f. Changes to manufactures equipment and products availability at the time of construction.

2. Providing services required because of significant documented changes in the Project initiated by the **DISTRICT**, including but not limited to size, quality, complexity, the **DISTRICT'S** schedule, or method of bidding or negotiating and contracting for construction.

3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.

4. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor, or in the absence of a final Certificate of Payment, more than sixty (60) days after the general contractor's contractual date of completion of work.

B. Rates shall include overhead, reimbursable, administrative cost and profit shall be utilized in arriving at the fee for extra services.

Negotiated on as-needed basis.

EXHIBIT "C"
SCHEDULE OF WORK

A. Promptly after the execution of this Agreement, the **ARCHITECT** shall prepare and submit for approval to the **DISTRICT** a Schedule of Work showing the order in which **ARCHITECT** proposes to carry out **ARCHITECT'S** work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. **ARCHITECT** shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the **DISTRICT** along with the monthly billing.

B. **ARCHITECT** shall complete all work and services required per the project schedule below after written authorization from the **DISTRICT** to proceed. Please see attached Exhibit G Schedule of work for more detail.

Repair of Damaged Multi-Purpose Buildings

Phase	*Start*	*Finish*
Programming	**N/A**	**N/A**
Design / Construction Docs	**9/15/10**	**10/8/10**
DSA Review/Approval	**10/8/10**	**~11/5/10**
Bid and Award	**11/8/10**	**12/14/10**
Construction	**1/2/15/10**	**1/13/10**
Closeout	**Jan. 2011**	**Mar. 2011**

C. All times to complete tasks set forth in this Exhibit are of the essence, as per Article 2 of the Agreement. If delays in the schedule are imposed by the **DISTRICT'S** inability to comply with requested meeting schedules, **ARCHITECT** shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the **DISTRICT**.

D. It is understood that the schedule of DSA is beyond the control of the ARCHITECT. However, the Architect will take all steps necessary to obtain approval to meeting the project schedule.

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to **ARCHITECT** as provided herein shall be full compensation for all of **ARCHITECT'S** work incurred in the performance hereof. A Reimbursable Allowance for, all costs for personnel, travel, offices, printing of deliverables in the quantities set forth in Exhibit "A," providing and/or shipping of deliverables or any other items, per diem expenses, or any other direct or indirect expenses incident to providing the services has been established. Except as expressly set forth in Article 6 of the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.

2. The amount of compensation shall be based upon the following percentage for each phase contemplated under this Agreement.

Description	
a. Schematic Design & Programming	N/A
b. Design Development Phase	N/A
c. Construction Documents Phase	75%
c. Bidding Phase	10%
d. Construction Administration Phase	10%
e. Project Closeout	5%

B. Method of Payment

1. Invoices shall be on a form and in the format provided by the **DISTRICT** and are to be submitted in duplicate to the **DISTRICT** via the **DISTRICT'S** authorized representative.

2. **ARCHITECT** shall submit to **DISTRICT** on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.

3. **ARCHITECT** shall submit monthly pay request in the **DISTRICT's** approved format.

4. Upon receipt and approval of **ARCHITECT'S** invoices, the **DISTRICT** agrees to make payments within thirty (30) days of receipt of the invoice as follows:

   a. For Project Initiation Phase:
   Monthly payments for the percentage of work complete up to ninety five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Project Initiation Phase by the **DISTRICT**.

   b. For Construction Document Phase:
   Monthly payments for the percentage of work complete up to ninety five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Document Phase by the **DISTRICT**.

   c. For Construction Documents Phase:
   Monthly payments for percentage of work complete up to ninety five percent (95%) of the fee for the DSA submittal; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the **DISTRICT**. The final five

percent 5% shall be paid upon notification to proceed with solicitation of bids or negotiation, or within six months after approval of the Construction Documents Phase if the project is abandoned.

d. For Bidding Phase:
Monthly payments for the percentage of work complete up to ninety five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Bid and Award Phase by the **DISTRICT**.

f. For Construction Administration Phase:
Monthly payments for the percentage of work completed based upon percent of completion of construction.

EXHIBIT "E"

INSURANCE REQUIREMENTS FOR ARCHITECT

ARCHITECT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **ARCHITECT**, his agents, representatives, employees and sub-consultants.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability coverage.
2. Commercial Automobile Liability, any auto.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance as appropriate to the **ARCHITECT'S** profession.

B. Minimum Limits of Insurance

1. Within ten (10) days of signing of this Agreement the **ARCHITECT** shall maintain limits no less than:

   a. General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   b. Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.
   c. Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.
   d. Professional Liability: **ARCHITECT** shall provide project specific insurance covering the prime design professional and his/her sub-consultants for One million dollars ($1,000,000) aggregate limit subject to no more than twenty-five thousand dollars ($25,000) per claim deductible, coverage to continue through substantial completion of construction plus two years thereafter.
2. The **DISTRICT** reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

C. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the **DISTRICT**. At the option of the **DISTRICT**, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the **DISTRICT**, its officers, officials, employees and volunteers; or the **ARCHITECT** shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The **DISTRICT**, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the **ARCHITECT**; instruments of service and completed operations of

the **ARCHITECT**; premises owned, occupied or used by the **ARCHITECT**; or automobiles owned, leased, hired or borrowed by the **ARCHITECT**. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to this project, the **ARCHITECT'S** insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the **ARCHITECT'S** insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. The **ARCHITECT'S** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **DISTRICT**.

E. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage: **ARCHITECT** shall furnish the **DISTRICT** with:

(1) certificates of insurance showing maintenance of the required insurance coverage;

(2) original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the **DISTRICT** before work commences.

EXHIBIT "F"

PROJECT SCOPE AND CONSTRUCTION BUDGET

Per discussion and site meeting on , August 16, 2010 (District / PHd), scope of work understood to include ALL work necessary to repair water damaged framing of multipurpose building(s) including all temporary bracing at Valle Verde Elementary School. District intends to complete investigation of four (4) additional sites utilizing the same design. Should damage be discovered at additional sites the following will be duplicated as necessary to complete mitigation. Scope understood to provide DSA approved repair as generally follows:

- **Repair water damage at four (4) building corners.**
- **Work at window system modification to prevent recurrence of water intrusion.**
- **Work shall integrate and match with existing wall system and finish.**
- **Bracing, shoring and other drawings and/or details necessary to protect building and reconstruction work. Components shall ensure safety necessary to allow for continuance of use prior to and during repairs.**
- **If requested by District, ARCHITECT will prepare all documents required and necessary for submission of emergency funding package (OPSC).**
- **Unless otherwise noted in this contract, generally anticipated scope of work is contained within Phd Proposal dated August 19, 2010 (Exhibit G), including supplemental correspondence related to potential additional sites (received August 18, 2010). Proposal is inclusive, but not limited to any modification necessitated by field verification and/or programming with site(s).**
- **Payment schedule per Exhibit D**
- **Due to the nature of damage, construction budget not established (See Article 4).**

PHd ARCHITECTS
Architecture • Planning • Interiors

August 25, 2010

Mr. Timothy M. Cody
Construction Manager,
Maintenance Operations & Facilities
Mt. Diablo Unified School District
1480 Gasoline Alley Concord, CA, 94520-4823

Re: Proposal –Various Sites M-U Building – Exterior Wall Framing Structural Retrofit – PHD Ref. #2010-57

Dear Tim:

We appreciate the opportunity to present this Proposal for Architectural and Engineering services for the M-U Building, exterior wall structural retrofit, at 5 school sites.

Scope of Design services (summary):

The scope of the project is the structural & waterproof retrofit to the Multi-Use building's corner exterior walls.

Architectural Services includes:

1. Site survey Code analysis / Study
2. Meetings w / District as needed
3. Design Development
4. DSA permit process
5. CA Emergency Funding Application (EFA) process – if requested by District
6. Bid Administration
7. Construction Administration
8. Project closeout and final paperwork

3211 Ronino Way, Lafayette, California 94549 Tel. 925.949.8333 Fax 925.949.8666

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Exclusions from this proposal:

- Existing code deficiencies outside the immediate area of work.
- Major redesign due to significant change in program.
- All permit fees.

Compensation:

Item 1: The total base-compensation shall be: **$ 15000.00**
Item 2: $ 2,500.00 per additional school site: **$ 10,000.00**
Item 3: Detailed construction cost for OPSC: **$ 3,000.00**

The amount of compensation shall be based upon the following percentage for each phase contemplated under this Proposal:

25% Schematic Design
45% CD
5% Bid
25% CA

Project Estimated Schedule:

Phase	*Start*	*Finish*
Programming	On going	
Design / Construction Docs	District NTP	3 weeks from District NTP
DSA Review/Approval	0 to	4 weeks
Bid and Award		
Construction		
Closeout		

3211 Ronino Way, Lafayette, California 94549 Tel. 925.949.8333 Fax 925.949.8666

PHd ARCHITECTS
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Terms & Conditions:

The proposed professional services herein will be provided in accordance with the terms and conditions outlined in the AIA Document B141-1997.

We hope that this proposal correctly summarizes the scope of work that you have requested.
We appreciate the opportunity to work with you on this project.

Sincerely:

Nicolo Caldera, Partner
PHD Architects

3211 Ronino Way, Lafayette, California 94549 Tel. 925.949.8333 Fax 925.949.8666