

**Mt. Diablo Unified School District
AND
Arch Pac, Inc.
Short Form Small Project Architectural Services Agreement**

This Short Form Small Project Architectural Services ("Agreement") is made as of June 26, 2024, between the **Mt. Diablo Unified School District** ("District") and **Arch Pac, Inc.** ("Architect") (individually a "Party" and collectively the "Parties").

WHEREAS, the District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process (e.g., by using a request for proposal or request for qualification process); and

WHEREAS, the District is in need of such services and advice and the Architect warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District; and

WHEREAS, the Architect agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement, including without limitation Architect licensing.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Architect shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("**Services**" or "**Work**").
2. **Term.** The Architect shall commence providing services under this Agreement on July 1, 2024, and will diligently perform as required or requested by District as applicable. The term of this Agreement shall expire upon the completion of Services under this Agreement or as may terminated pursuant to the terms of this Agreement. This Agreement may be extended upon mutual written agreement of the Parties to the extent permissible by law.
3. **Submittal of Documents.** The Architect shall not commence the Work under this Contract until the Architect has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ Signed Agreement	_____ Workers' Compensation Certification
_____ Insurance Certificates & Endorsements	_____ W-9 Form
_____ Bonds (as requested by District)	_____ Roofing Certification
_____ Iran Contracting Certification	

4. **Compensation.** District agrees to pay the Architect for Services satisfactorily rendered pursuant to this Agreement for **a maximum not-to-exceed amount of [Two Hundred Thirty-Seven Thousand Eight Hundred and Thirteen Dollars (\$237,813.00)]**. District shall pay Architect the undisputed amounts in installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work.
5. **Expenses.** The compensation stated above is all inclusive with the exception of project plotting and reprographic costs as related to bidding and District requested sets. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect.
6. **Materials.** Architect shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Payment Schedule.** District shall pay Architect for all Services contracted for under this Agreement pursuant to the Payment Schedule attached hereto as **Exhibit "B."**
8. **Independent Contractor.** Architect, in the performance of this Agreement, shall be and act as an independent

contractor. Architect understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Architect shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Architect's employees.

9. **Standard of Care.** Architect's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
10. **Originality of Services.** Architect agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Architect and shall not be copied in whole or in part from any other source, except that submitted to Architect by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Architect understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Architect consents to use of Architect's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Architect only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Architect. Notice shall be deemed given when received by the Architect or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.2.1. material violation of this Agreement by the Architect; or
 - 12.2.2. any act by Architect exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Architect is adjudged a bankrupt, Architect makes a general assignment for the benefit of creditors or a receiver is appointed on account of Architect's insolvency.Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Architect. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Architect shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
 - 12.3. Upon termination, Architect shall provide the District with all documents produced maintained or collected by Architect pursuant to this Agreement, whether or not such documents are final or draft documents.
13. **Indemnification.**
 - 13.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This

indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

13.2. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

14. Mandatory Mediation for Claims.

- 14.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 14.2. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code section 1152.5.
- 14.3. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

15. Insurance.

- 15.1. The Architect shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Architect's performance of any portion of the Services. (Form CG 0001 and CA 0001)
 - 15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Architect shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Architect's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Architect shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall

include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 15.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
 - 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
16. **Assignment.** This Agreement shall not be assigned by the Architect.
 17. **Compliance with Laws.** Architect shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Architect shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Architect observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Architect shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Architect's receipt of a written termination notice from the District. If Architect performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Architect shall bear all costs arising therefrom.
 18. **Permits/Licenses.** Architect and all Architect's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement, including without limitation Architect licensing.
 19. **Safety and Security:** Architect is responsible for maintaining safety in the performance of this Agreement. Architect shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
 20. **Employment with Public Agency.** Architect, if an employee of another public agency, agrees that Architect will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
 21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Architect agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Architect agrees to require like compliance by all its subcontractor(s).
 22. **Fingerprinting of Employees.** The Architect shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Architect shall not permit any employee to have any contact with District pupils until such time as the Architect has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Architect's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as

independent contractors of the Architect. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. **Audit.** Architect shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Architect transacted under this Agreement. Architect shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Architect shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Architect and shall conduct audit(s) during Architect's normal business hours, unless Architect otherwise consents.
24. **District's Evaluation of Architect and Architect's Employees and/or Subcontractors.** The District may evaluate the Architect in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Architect and the Architect's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Architect, Architect's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Architect shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Architect and all Architect's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District
Mt. Diablo Unified School District
1936 Carlotta Drive, Concord, CA 94519
Attn: Melanie Koslow, Executive Director, MOF
Tel.: 925-682-8000 x 3815
E-mail: koslowm@mdusd.org

Architect
Arch Pac, Inc.
2011 Palomar Airport Way, Suite 101
Carlsbad, CA 92011
Tel.: (760) 734-1600
E-mail: kenmoeller@archpac.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be

determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

- 31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Mt. Diablo Unified School District

Arch Pac, Inc.

Date: _____, 20__

Date: 19 MAY, 2024

Signature: _____

Signature: 

Print Name: Adrian Vargas, CBO

Print Name: KENNETH PAUL MOELLER

Its: _____

Its: _____

Information regarding Architect:

Architect: KENNETH PAUL MOELLER
License No.: C15022
Address: 2011 PALOMAR AIRPORT RD
CARLSBAD, CA 92011
Telephone: 760 734 1600
E-Mail: kenmoeller@archpac.com
Type of Business Entity:
 Individual Sole Proprietorship
 Partnership Limited Partnership
 Limited Liability Company
 Corporation, State: CA
 Other: _____

Employer Identification and/or Social Security Number: 33-0760889

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT A
Scope of Services

The project for this Agreement includes the following: **Per Arch Pac, Inc. Proposal (Attached)**

Scope of work is listed below.

1. BASIS SERVICES

- 1.1. Architect shall 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 the 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.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work.
- 1.3. Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.
- 1.4. If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.
- 1.5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.
- 1.6. **Oversight and Inspection Requirements**
The Architect must comply with the most recent Division of the State Architect (DSA) inspection, approval and certification process for projects, including the provisions in the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process).

2. SCHEMATIC DESIGN PHASE

The Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 2.1. Prepare and review with District staff a scope of work list and work plan identifying 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. The scope of work list and work plan, subject to District approval, shall establish Architectural, Structural, Mechanical, Electrical, Civil Landscape, Specifications, Bid Documents Construction Budget, and Schedule work to be performed during the Schematic Design Phase, Design Development Phase, and Construction Documents 50% Stage of the Construction Document Phase. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

- 2.2. **Deliverables and Numbers of Copies.** Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:
 - 2.2.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;
 - 2.2.2. Two copies of meeting Reports/Minutes;
 - 2.2.3. Two copies of Schematic Design Package with alternatives;
 - 2.2.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;
 - 2.2.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 2.3. **Presentation**
 - 2.3.1. Architect shall present and review with the District the detailed Schematic Design.
 - 2.3.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

3. **DESIGN DEVELOPMENT PHASE**

The Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the requirements set forth in the scope of work list and work plan, which includes Architectural, Structural, Mechanical, Electrical, Civil Landscape, Specifications, Bid Documents Construction Budget, and Schedule work to be Performed during the Design Development Phase

- 3.1. **Deliverables and Numbers of Copies**
 - 3.1.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
 - 3.1.2. Two copies of Specifications;
 - 3.1.3. Two copies of revised Construction Cost Budget;
 - 3.1.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

4. **CONSTRUCTION DOCUMENTS PHASE**

The Architect shall prepare from the accepted deliverables from the previous Phase, the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

- 4.1. **Construction Documents – 100% / Completion Stage to be submitted and approved by DSA.**
- 4.2. **Construction Documents (CD) Final Back-Check Stage (to the extent applicable)**

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.

 - 4.2.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.
 - 4.2.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - 4.2.2.1. Drawings: Original drawings with each Architect/consultant's State license stamp.
 - 4.2.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
 - 4.2.3. Architect shall update and refine the consultants' completed Construction Documents.

5. **BIDDING PHASE**

The Architect shall perform Bidding Phase services for District as follows:

- 5.1. 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.
- 5.2. 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.
- 5.3. Attend bid opening.

6. **CONSTRUCTION ADMINISTRATION PHASE**

6.1. **Change Orders**

Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.

6.2. **Submittals**

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.

- 6.3. **Quality of Work.** 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. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 6.4. **Requests for Information.** 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 seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 6.5. **Meetings.** During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 6.6. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

7. **CLOSEOUT PHASE**

- 7.1. As the Construction Administration Phase progresses, the Architect shall perform all required services for fully closeout the project with DSA. In addition, the District as required:

7.1.1. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

7.1.2. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.

7.1.3. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).

7.2. **Deliverables and Number of Copies**

7.2.1. Punch lists for each site;

7.2.2. Upon completion of the Project, all related project documents, including As-Builts, Record Drawings. These are the sole property of the District.

8. MEETINGS / SITE VISITS / WORKSHOPS

8.1. When requested by District, Architect shall attend, take part in, and conduct meetings, site visits and workshops, Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings).

EXHIBIT B

Contract Compensation

A	Preliminary Design	15%
B	Design Development Phase	15%
C	Construction Document Phase	45%
D	DSA Approval	10%
E	Bidding	5%
F	Construction Administration Phase	10%

Hourly Rates

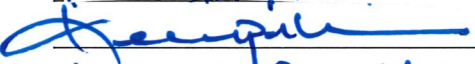
5.3.1	Additional Principal Architect and/or Engineer	\$200.00 Per Hour
5.3.2	Additional Associate Architect/Engineer	\$175.00 Per Hour
5.3.3	CAD Technician	\$150.00 Per Hour
5.3.4	Clerical	\$100.00 Per Hour
5.3.5	Site Visits	\$2,500.00 Per Visit/Day

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 19 MAY 2024
Proper Name of Architect: ARCH-PAC, INC.
Signature: 
Print Name: KENNETH PAUL MOELLER
Title: PRESIDENT

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between **Mt. Diablo Unified School District** ("District") and **Arc Pac, Inc. ("Architect / Engineer")** ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

- 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

OR
- 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR
- 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 19 JUN 2024

Proper Name of Architect / Engineer: ARCH-PAC INC

Signature: 

Print Name: KENNETH PAUL MOBERG

Title: ARCHITECT / PRESIDENT

PROPOSAL FOR CONSULTANT SERVICES AND AGREEMENT

1.0 INTRODUCTION

- 1.1 ARCH♦PAC, INC. - herein referred to as "CONSULTANT," proposes to provide architectural design services to MOUNT DIABLO UNIFIED SCHOOL DISTRICT, from now on referred to as "CLIENT" for the following Project:

The Work will include a demolition plan for removing the existing pool and associated deck and enclosure and some of the pool recirculation system in the pool mechanical room and associated piping. Followed by the design and engineering of a new 25m by 25yd pool that addresses the programmed uses for the pool. The new 25m x 25yd pool will have a continuous deep gutter suitable for competitive swimming and water polo and will provide a shallow end with steps (3' -6" deep). The scope will also include the pool concrete decking and storm drainage. To support the pool, a new mechanical room will receive new equipment (pump, filter, heater, and sanitation) if existing equipment is no longer suitable, and the pool area will receive a new enclosure, having ADA access and providing exiting.

The bathhouse (existing restrooms) and support architecture are not included. The design and engineering of a new pool with recirculation, filtration, and automation systems (pump, surge tank, heater, chemical storage, and finish work are included. The proposed pool will be approximately 6,225 square feet with a perimeter of approximately 316 lf., with a shallow end for teaching with steps. The approximate volume of the pool is 280,000 Gallons. The proposed turnover rate will be 776 gallons per minute. The proposed pool will have main drains & floor inlets and will satisfy the Virginia Graeme Baker Act requirements and the DOJ requirements for ADA and access. The pool will accommodate a regulation water polo course with wall-mounted goals and 25-yard CIF lanes for competition and practice.

Pool Decks, pool deck equipment, and the equipment layout in the pool mechanical room will also be a part of the proposed Work. A storm drainage system from the pool deck area, which is also accessible, will be included with the design, as well as a timing system and scoreboard. Underwater lighting and sports lighting are also included in the pool design, along with electrical grounding and bonding.

2.0 SCOPE OF WORK

- 2.1 CONSULTANT shall provide architectural design and engineering services as described for the following design program elements:

- 2.1.1 25m x 25yd competition pool with shallow end steps
- 2.1.2 Pool recirculation and filtration systems
- 2.1.3 Pool decking and storm drain.
- 2.1.4 Pool oxidation/sanitation system with chemical storage
- 2.1.5 Pool Automated Control System
- 2.1.6 Pool heater
- 2.1.7 ADA access lift and pool egress and access
- 2.1.8 Mechanical Room – Equipment and Surge Pit modification and repair.
- 2.1.9 Pool enclosure with exiting – gates to be self-latching and closing.
- 2.1.10 Pool underwater lights
- 2.1.11 Sports Lighting
- 2.1.12 Demolition of the existing pool and deck
- 2.1.13 Provide CIF-certified lanes ea./ 25-yard pool with a continuous gutter

- 3.0 SCOPE OF SERVICES is based on the following assumptions. If any ultimate facts or events differ from these assumptions, the CONSULTANT'S services, schedule, and compensations shall be adjusted accordingly.

- 3.1 Programming and Preliminary Design:

- 3.1.1 CONSULTANT shall review the CLIENT'S requirements for the Project and arrive at a mutual understanding of the CLIENT'S requirements. (See attached layout & budget) of proposed pool scope)

- 3.1.2 The mutually agreed upon scope of service and budget shall be the basis for preparing preliminary documents. CONSULTANT shall prepare, for review by the CLIENT, Preliminary Design Documents consisting of drawings illustrating the scale and relationship of Project components to be included. Preliminary Design Phase deliverables shall include the following:
- a) Pool layout plan view
 - b) Pool Sections
 - c) Integrating pool area with H. S. Campus
 - d) Pool Mechanical Equipment Selection
- 3.2 **Design Development:**
- 3.2.1 Based upon the CLIENT review of the Preliminary Documents and any authorized adjustments, proceed with the Development of the Design, consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, materials, and such other elements as may be appropriate for review by CLIENT. Design Development deliverables shall include the following:
- a) Pool layout plan views in scale
 - b) Pool Longitudinal and Latitudinal cross-sections/elevations
 - c) Pool piping plan showing size, flow rate, and friction loss
 - d) Typical details – germane to the chosen pool design
 - e) Pool Mechanical room equipment selection and layout in the existing mechanical room.
 - f) Pool Deck Plan
 - g) Pool Campus Integration Plan showing paths of travel and DSA numbers
 - h) Pool area enclosure with access, linked to the adjacent campus
 - i) Calculations, hydraulics
 - j) Outline specification in CSI format – catalog cuts of equipment selected
- 3.3 **Construction Documents:**
- 3.3.1 Based upon the review of Development Documents and any adjustments in the scope, quality, construction budget, or authorized and directed changes by CLIENT, the CONSULTANT shall prepare, for permitting and approval, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project as directed by the CLIENT. Construction Document Deliverables shall include the following:
- a) Architectural Drawings:
 - SP1-1 Campus Plan with DSA numbers and pat of travel
 - SP1-2 Pool Area Plan Integrated into to the Campus Plan
 - SP2-1 Pool Plan
 - SP2-2 Pool Deck Plan
 - SP2-3 Pool Tile Plan
 - SP3-1 Pool Section/Elevations
 - SP4-1 Pool Piping Plan
 - SP9-1 Pool Details
 - Through
 - SP9-8 Pool Details
 - SPM2-1 Pool Mechanical Room Equipment Layout
 - SPM9-1 Pool Mechanical Equipment Details
 - Through
 - SPM9-4 Pool Mechanical Equipment Details
 - b) Structural Drawings:
 - S1-4 Structural Plans and Details
 - Structural sections.

- Reinforcement schedules.
 - Miscellaneous structural details.
 - Seismic Restraints for Equipment.
 - c) Mechanical Drawings:
 - M1-4 Piping layout for equipment.
 - Miscellaneous mechanical details as required.
 - Piping schematics as required.
 - d) Electrical Drawings: By Project Electrical Engineer of CLIENT.
 - E 1-4 Pool Electrical
 - Underground conduit/wiring layout.
 - Miscellaneous electrical details as required.
 - Wiring schematics as required.
 - Pool Underwater Light layout.
 - Bonding & Grounding
 - Electrical Service Entrance, Panels, transformers
 - Lighting & Power Panels, Panel Schedules
 - Single Line Diagram for Electrical
 - e) Civil:
 - Grading & Storm Water
 - Utility connections
 - Horizontal Regimes
 - Civil Details – ramps, curbs, access, etc.
 - Grading & drainage
 - Storm Water & Erosion Prevention Plan.
 - f) Miscellaneous:
 - Structural calculations required by the local code.
 - Hydraulic calculations are required by the local code.
 - Technical specifications in CSI format.
- 3.3.2 CONSULTANT shall assist the CLIENT in connection with the CLIENT'S responsibility for filing documents required to be approved by governmental authorities having jurisdiction.
- a) County Health Department review and permitting
 - b) Department of the State Architect review and permitting
- 3.4 **Bidding:**
- 3.4.1 CONSULTANT, following CLIENT'S approval of the Construction Documents, shall assist the CLIENT in obtaining bids and awarding. Services provided by CONSULTANT during this phase:
- a) Assist the CLIENT in preparing any addenda that does not increase the scope.
 - b) Assist CLIENT in responding to Contractor requests to clarify the Construction Documents.
- 3.5 **Construction Administration:**
- 3.5.1 CONSULTANT shall be a representative of and shall advise and consult with the CLIENT during construction until the final payment to the District assumes ownership and use of the Project. The CONSULTANT shall have the authority to act on behalf of the CLIENT only to the extent provided herein. CONSULTANT shall provide the following construction support services:
- a) Provide clarification, as required, of construction documents and respond to contractor requests for information.
 - b) Review shop drawings and sample submittals specified in Contract Documents dealing with design program elements.
 - c) Assistance with the issuance of change orders.

- d) Review "as-built" documents created by the Contractor's notated field set of contract documents.
 - e) Based on a site visit, prepare a "punch list" of items that require the Contractor's attention, remediation, or deviation from construction documents upon invitation.
- 3.5.2 Observation - The CONSULTANT shall visit the site upon the CLIENT'S invitation to become familiar with the Work's progress and quality and determine if the Work is being performed in a manner indicating that the Work, when completed, will be according to the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the Work's quality. CONSULTANT shall inform the CLIENT about the Work's progress and endeavor to guard against defects and deficiencies via an issued field report.
- a) The CONSULTANT shall visit the offices of the CLIENT and the Project Site during the Construction Phase - (including reimbursable expenses). Personal visits to DSA or County Health will also be considered site visits.
- 3.6 Proposed Engineering SUB-CONSULTANTS:
- 3.6.1 STRUCTURAL & CIVIL ENGINEERING:
 - a) RCE Structural Engineering, Inc.
Greg Richards, S.E.
 - 3.6.2 ELECTRICAL ENGINEER:
 - a) LP Consulting Engineers
David Soto, P.E.
 - 3.6.3 CIVIL ENGINEER:
 - a) YSG Civil Engineers
 - b) Yushin Omeara C.E.
 - c) Utilities are expected to be on-site in the pool area.
- 4.0 EXCLUSIONS TO SCOPE OF SERVICES**
- 4.1 The CLIENT shall set design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems, and site requirements. Additional information that the CONSULTANT may require include:
- 4.1.1 Civil/Site Work:
 - a) As-built drawings of the existing pool and campus plan with DSA numbers and routes of travel.
 - b) Geotechnical and soil testing/engineering, including the finalized geotechnical investigation report with CGS certification.
 - c) Utility design from off-site (outside pool area) to pool mechanical equipment room points of connection, including (assuming utilities are on-site and readily available)
 - Sanitary sewer downstream from the backwash connection point in the mechanical room.
 - Storm sewer and site drainage downstream from pool deck connection points.
 - Domestic water upstream from RPBFP
 - Natural gas – upstream from the connection below the meter and regulator in the mechanical room.
 - Electrical distribution upstream from the main service entrance, pool sub-panel, and pool lighting panel. Assumes provision of 480V. 3-phase power in proper amperage by others and any transformers required.
 - d) Close out any pre-existing projects.
 - 4.1.2 Building Design:

- a) ADA and path of travel (egress and access) to portions of the Project in adjacent buildings, parking areas, and elsewhere on campus. Outside pool enclosure.
 - b) Bathhouse and Mechanical Room with bathroom facilities, drinking fountains, toilets, sinks, and showers to complement the swimming pool area.
 - c) It is assumed that existing restrooms are ADA accessible, and no renovation for them is included in the proposal.
 - d) As-built drawings for the existing campus and especially the pool area.
- 4.1.3 Landscape Design:
- a) Hardscape plan, including retaining walls, walkways, fencing, etc.
 - b) Planting plan.
 - c) Irrigation plan.
 - d) Retention walls and grading.
- 4.1.4 Miscellaneous:
- a) Plan check and permit fees required by local regulatory agencies.
 - b) The expense of renderings, models, and mock-ups as may be requested.
 - c) Cost to re-format specifications to be submitted as PDF files and the final edition as a hard copy for reproduction as may be required.
 - d) Cost of Local taxes and licenses.
 - e) Site utilities beyond the pool area
 - f) LEED Certification.
 - g) The transfer of documents from one plan check entity to another.

5.0 COMPENSATION

- 5.1 CLIENT shall compensate CONSULTANT for services rendered as follows:
- 5.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, a fixed fee based on a budget of **\$2,972,665.00 (see the attached plan and budget), a percentage of 8 percent or two-hundred and thirty-seven, eight hundred and thirteen (\$237,813.00).**
- 5.1.2 Additional Services: If requested, additional services will be billed hourly in conformance with the rates outlined in Article 5.3 below.
- 5.1.3 Reimbursable Expenses:
- a) Reimbursable expenses will be billed at CONSULTANT'S cost plus 10% and shall include the following:
 - Reproduction expense of Drawings, Specifications, and other documents beyond the single set of hard copies submitted for CLIENT approval upon completion of each phase.
 - Special delivery and handling of documents and correspondence.
 - Travel expenses associated with the Project for site visits and meetings with the CLIENT or others on the CLIENT'S behalf, on-site at the CLIENT'S office or other project-related entity such as DSA or County Health Department.
 - Because the number of site visits and other on-site or DSA/Health meetings vary and are time-consuming. Each will be billed as an additional service in addition to the fee in Section 5.1.1. See Section 5.3.5. which includes reimbursable expenses incurred for travel.
- 5.2 Terms of Payment:
- 5.2.1 Payments for Basic Services shall be made based upon a percentage of completion in not less than monthly installments, in conformance with the following schedule of values:
- | | |
|-----------------------------------|-----|
| a) Preliminary Design- | 15% |
| b) Design Development Phase - | 15% |
| c) Construction Documents Phase - | 45% |
| d) DSA Approval - | 10% |

e)	Bidding -	5%
f)	Construction Administration Phase -	<u>10%</u>
		100%

5.3 Hourly Rates: (should hourly rates for additional services be required)

5.3.1 Principal

Architect &/or Engineer \$ 200.00 per hour

5.3.2 Associate \$ 175.00 per hour

5.3.3 CAD Technician \$ 150.00 per hour

5.3.4 Clerical \$ 100.00 per hour

5.3.5 **Site Visits are available on a fixed fee basis, including per diem hourly rates, and include expenses and are an additional service on an as-requested basis at \$2,500.00 each or per day.**

6.0 SCHEDULE

6.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soil data, etc.) from CLIENT or CLIENT'S designated representative:

6.1.1 Preliminary Design: Complete within thirty (30) calendar days of authorization.

6.1.2 Design Development Phase: Complete within (45) days calendar days of review and approval of Preliminary Design Documents and authorization to proceed with Construction Documents.

6.1.3 Construction Documents Phase: Complete within sixty (60) calendar days of review and authorization to proceed with Construction Documents.

6.1.4 Bidding & Award: Complete within Sixty (45) calendar days of approval of Construction Documents.

6.1.5 Construction Observation: Complete within approximately six (6) months after the award to the Contractor.

7.0 MISCELLANEOUS PROVISIONS

7.1 **COPYRIGHTS**: Drawings, Specifications, and other documents prepared by the CONSULTANT are articles of service and for use solely concerning this Project. The CONSULTANT shall be deemed the author of these documents and shall retain all Copyrights. The CLIENT may retain copies, including reproducible drawings, connected with the Project's use and occupancy. Submittal of documents to meet regulatory requirements and bidding is not to be construed as "publication." Permission for reuse must be sought and conferred in writing upon request to the Copyright holder if granted.

7.2 **SUSPENSION OR WORK OR TERMINATION**: Termination, suspension, or abandonment. This Agreement may be terminated without cause by the CLIENT upon not less than seven (7) days' written notice. If the Project is suspended for more than 30 consecutive days, the CONSULTANT shall be compensated for services performed before the suspension. The Agreement may be terminated for cause by the CONSULTANT. Failure of CLIENT to make payment when due is grounds for suspension of services and with notice termination of the contract. The CONSULTANT shall have no liability to the CLIENT for delay or damage caused by the suspension of services or termination or abandonment if done for the cause.

7.3 **JURISDICTION**: This Agreement shall be governed by the State law of California.

7.4 **ASSIGNMENT**: this Agreement and any rights or deliverables hereunder may not be assigned or transferred without the express written consent of both the CLIENT & CONSULTANT. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the CLIENT & CONSULTANT.

7.5 **INTEGRATION**: This Agreement represents the entire and integrated Agreement between the CLIENT & CONSULTANT and supersedes all prior negotiations, representations either written or oral, and may be amended only in writing and signed by both parties to it.

- 7.6 **THIRD PARTIES:** nothing in this Agreement creates a contractual relationship with or a cause of action with any third party.
- 7.7 **HAZARDOUS MATERIALS:** the CONSULTANT has no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials that may exist on the project site, including (asbestos, PCBs, lead, or other toxic substances).
- 7.8 **COST ESTIMATES:** the CONSULTANT will try to ensure that the bidding process renders a project within budget. However, it is understood that the CONSULTANT has no real control over the marketplace and is, therefore, not responsible for any lack of competition or failure to predict the marketplace's nature during the bid process.
- 7.9 **COLLECTION:** Should attorney's fees be required to collect any amounts agreed, the CLIENT shall bear the cost of fee collection in addition to the amounts owed. Amounts due over 30 days shall compound interest at 12% annually.
- 7.10 **DISPUTED INVOICES:** If CLIENT objects to any portion of an invoice, the CONSULTANT shall be notified within ten (10) working days of receiving the invoice. The objection's specific cause shall be identified, and the remainder of the invoice not in dispute shall be paid when due. Disputed amounts resolved in the CONSULTANTS' favor shall be compensated per this Section.
- 7.12 **ELECTRONIC FILES;** Communication and information transfer are being conducted for this Project in electronic form, including e-mail and PDF protocol transfers. CADD and Word processing files are not the basis for file transfer. Adobe Acrobat's latest edition is assumed to be owned by both parties. Transfer of files to the DISTRICT is in no way deemed a sale or transfer to the CLIENT, and CONSULTANT makes no express or implied warranties. CONSULTANT shall not be liable for indirect or consequential damages resulting from the CLIENT'S use or reuse of electronic files.
- 7.13 **REFERENCES:** Reference is herein given to AIA Standard Documents B101 & A201, from which terms and conditions are defined.
- 7.14 **UNENFORCEABLE CLAUSES:** Should any of the provisions or terms of this Agreement be unenforceable, they may be deleted so that the remainder of the contract survives and remains enforceable.
- 7.15 **STANDARD OF CARE;** services shall be performed in a manner consistent with professional skill and care and the Work's orderly progress. CONSULTANT represents that its employees, agents, and subcontractors will follow their profession's standards in performing all services under this Agreement and shall endeavor to comply with all Codes and Rules. CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services. The CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances.
- 7.16 **INDEPENDENT CONTRACTOR;** CONSULTANT is an independent contractor and not an employee of the CLIENT.
- 7.17 **INSURANCE:** CONSULTANT shall provide the following:
- a) Workers Compensation & Employers Liability Insurance \$1,000,000.00
 - b) Commercial General and Auto Liability Insurance \$1,000,000.00
 - c) Professional Liability Insurance \$2,000,000.00
 - d) General Liability Policy \$1,000,000.00 (listing District as additional insured)
- 7.18 **CORPORATE PROTECTION:** The parties intend this Agreement to be for the CONSULTANT'S services connected with the Project shall not subject the CONSULTANT'S employees, officers directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

- 7.19 **LIMITED SCOPE:** The CONSULTANT will be entitled to rely on the adequacy and accuracy of information provided by the CLIENT or its Consultants or representatives. The CONSULTANT shall not be responsible for the acts or omissions of the CLIENT, DISTRICT, Contractors, other Consultants, their respective agents or employees, or any other persons or entities performing Work on the Project. They are not under the direct control or authority of the CONSULTANT.
- 7.20 **CONSULTANT SERVICES** shall be limited to those expressly set forth above. The CONSULTANT shall have no other obligations or responsibilities for the Project or the CLIENT except as agreed to in writing or provided in this Agreement. All the CONSULTANT'S services in any way related to the Project or CLIENT shall be subject to the terms of this Agreement.
- 7.21 **ADDITIONAL – EXCLUDED SERVICES AND ASSUMPTIONS.** Additional Services will be subject to review and pre-authorization by both Parties. Where the CONSULTANT believes additional services are appropriate, sit shall notify the CLIENT. The CLIENT shall respond within three (3) business days to such notification. If the CLIENT does not respond within three days the CONSULTANT may proceed with such services on a time-and-material basis to be paid by the CLIENT or decline to proceed with such services based on a lack of authorization without incurring any liability.
- 7.22 **WARRANTY;** not expressed nor implied, CONSULTANT's services and deliverables are not a warranty or guarantee, and CONSULTANT shall have no such obligation. CLIENT shall provide appropriate contingencies for schedule and costs.
- 7.23 **INTENDED BENEFICIARIES AND USES:** CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project and shall not create any third-party rights. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person or entity or for any purpose following substantial completion of the Project.
- 7.24 **USE OF WORK PRODUCT:** CLIENT acknowledges that its right to utilize the services and work product provided under this Agreement will continue so long as the CLIENT is not in default under the terms and conditions of this Agreement. The CLIENT further acknowledges that the CONSULTANT has the unrestricted right to use the services provided under this Agreement and all work product provided under this Agreement.

8.0 AUTHORIZED SIGNATURES

- 8.1 This proposal is valid for sixty (60) calendar days from **28JAN2024**, is submitted for and on behalf of CONSULTANT by:

ARCH ♦ PAC, AQUATICS



Kenneth Paul Moeller, AIA, ASLA, CSI, LEED AP

kenmoeller@archpac.com (760) 809-1360

- 8.2 CLIENT'S acceptance by duly authorized representative sign:

Melanie Koslow

Director of Facilities, Maintenance, and Operations.

MT. DIABLO UNIFIED SCHOOL DISTRICT

koslowm@mdusd.org

925 682 8000 ext 3815

PRELIMINARY COST ESTIMATE:

PLEASANT HILL M. S. POOL



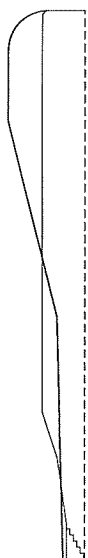
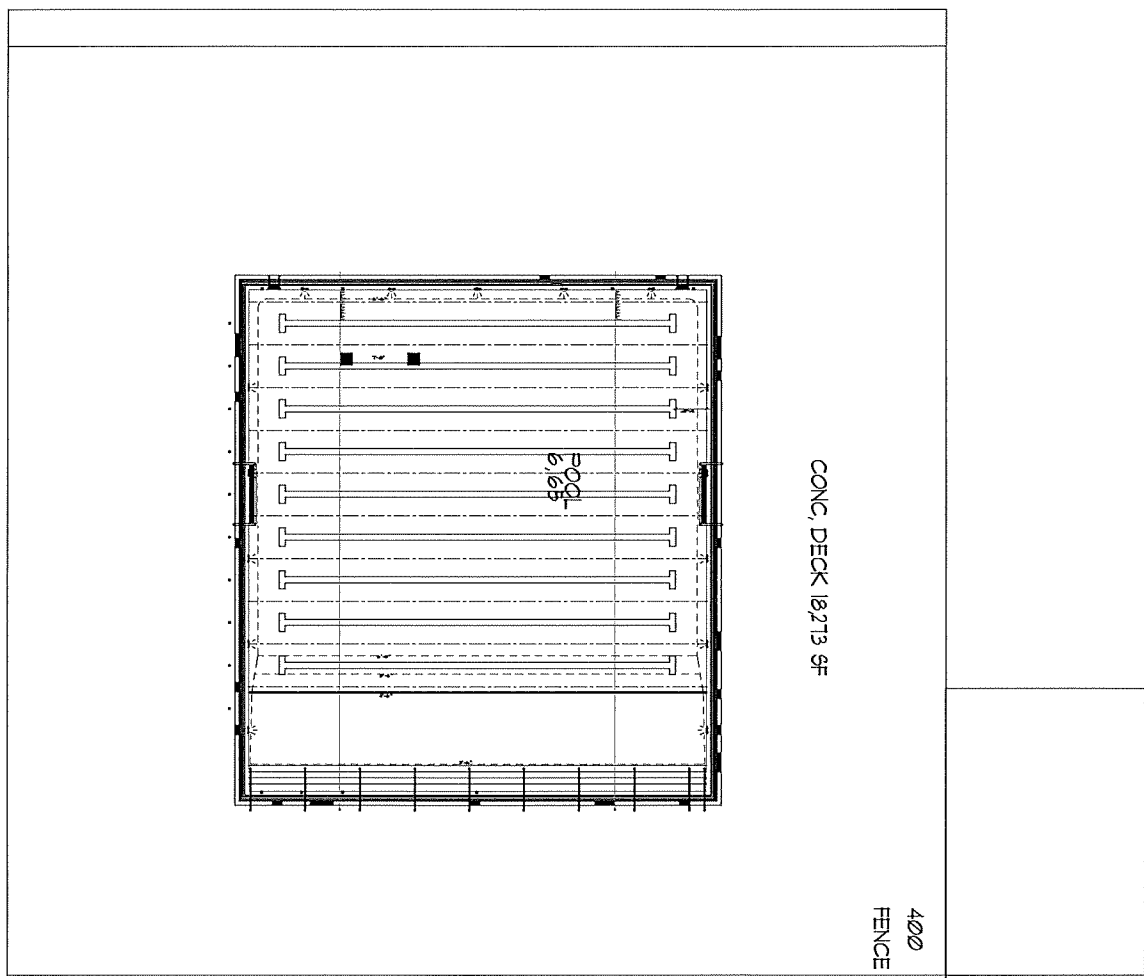
ARCH PAC, AQUATICS

29-Jan-2024

25M BY 75FT - POOL DATA

Area:	6,165.00	sf
Perimeter	314.50	lf
Avg. Depth: (7'-6" to 3'-6")	6.00	ft
Volume:	276,685.00	gals
Turnover (6-Hr)	768.00	gpm

	AREA	UNIT	COST	AQUATICS
SITE WORK:				
Deck Removal	18,273.00	SF	\$5.00	\$91,365.00
Remove existing pool	6,165.00	SF	\$7.00	\$43,155.00
Mechanical Room Equipment Demo - chem storage & VFD	1.00	LS	\$4,000.00	\$4,000.00
Remove passive solar panels & piping	1.00	LS	\$3,000.00	\$3,000.00
SUBTOTAL SITE WORK:				\$141,520.00
BUILDING:				
Chemical Rooms as Tenant Improvement	128.00	SF	\$220.00	\$28,160.00
SUBTOTAL BUILDINGS:				\$28,160.00
POOL:				
New Replacement Pool	6,165.00	SF	\$230.00	\$1,417,950.00
Pool recirculation Piping	1.00	LS	\$40,000.00	\$40,000.00
SUBTOTAL POOLS:				\$1,457,950.00
HARDSCAPE:				
New Concrete Deck	18,273.00	SF	\$22.00	\$402,006.00
8ft. Chainlink Fence with gates and ADA hardware	400.00	LF	\$200.00	\$80,000.00
Storm Drain in pool deck	375.00	LF	\$80.00	\$30,000.00
SUBTOTAL HARDSCAPE:				\$512,006.00
POOL EQUIPMENT				
Pool Recirculation Pump with VFD	25.00	HP	\$1,500.00	\$37,500.00
Deck Stanchions - Backstroke	4.00	EA	\$3,000.00	\$12,000.00
Deck Mounted Water Polo Goals	1.00	PR	\$6,000.00	\$6,000.00
Starting Blocks	8.00	EA	\$3,600.00	\$28,800.00
Handrails	3.00	EA	\$1,400.00	\$4,200.00
Filters - water volume is reduced so existing filters will work	2.00	EA	\$15,000.00	re-use existing
Bond all Equipment	500.00	LF	\$5.00	\$2,500.00
Signage	1.00	LS	\$3,000.00	\$3,000.00
Sealant	3000.00	LF	\$5.00	\$15,000.00
CO2 with MTS	1.00	EA	\$30,000.00	re-use existing
SUBTOTAL EQUIPMENT:				\$109,000.00
GENERAL CONDITIONS				
Cleaning and training and startup	1.00	LS	\$5,000.00	\$5,000.00
Inspections	1.00	LS	\$5,000.00	\$5,000.00
Testing	1.00	LS	\$5,000.00	\$5,000.00
Permits & Plan Check / County Health & DSA	1.00	LS	\$20,000.00	\$20,000.00
Protection Equipment	1.00	LS	\$2,000.00	\$2,000.00
Waste Management	1.00	LS	\$10,000.00	\$10,000.00
SUB-TOTAL GENERAL CONDITIONS				\$47,000.00
SUMMARY OF COSTS:				
SITE WORK:				\$141,520.00
BUILDINGS:				\$28,160.00
POOLS:				\$1,457,950.00
HARDSCAPE:				\$512,006.00
POOL EQUIPMENT				\$109,000.00
GENERAL CONDITIONS:				\$47,000.00
TOTAL HARD COSTS				\$2,295,636.00
CONTINGENCY	10.00%			\$229,563.60
CONTRACTOR OVERHEAD	9.00%			\$227,267.96
CONTRACTOR PROFIT	8.00%			\$220,197.41
BONDS	2.75%			\$18,618.30
GRAND TOTAL:				\$2,972,664.97
A&E Fee:	8.00%			\$237,813.20



POOL SITE PLAN

SCALE: 1/4" = 1'-0"



WATER DATA TABLE	
ITEM NO.	DESCRIPTION
1	CONCRETE SLAB
2	POOL DECK
3	POOL FENCE
4	POOL LIGHTS
5	POOL COVER
6	POOL PUMP
7	POOL FILTER
8	POOL HEATER
9	POOL CHLORINATOR
10	POOL LIFELINE
11	POOL SAFETY COVER
12	POOL FENCE GATE
13	POOL FENCE POSTS
14	POOL FENCE RAILS
15	POOL FENCE BRACKETS
16	POOL FENCE CAPS
17	POOL FENCE BUSHINGS
18	POOL FENCE SCREWS
19	POOL FENCE NUTS
20	POOL FENCE WASHERS
21	POOL FENCE BRACKETS
22	POOL FENCE CAPS
23	POOL FENCE BUSHINGS
24	POOL FENCE SCREWS
25	POOL FENCE NUTS
26	POOL FENCE WASHERS
27	POOL FENCE BRACKETS
28	POOL FENCE CAPS
29	POOL FENCE BUSHINGS
30	POOL FENCE SCREWS
31	POOL FENCE NUTS
32	POOL FENCE WASHERS
33	POOL FENCE BRACKETS
34	POOL FENCE CAPS
35	POOL FENCE BUSHINGS
36	POOL FENCE SCREWS
37	POOL FENCE NUTS
38	POOL FENCE WASHERS
39	POOL FENCE BRACKETS
40	POOL FENCE CAPS
41	POOL FENCE BUSHINGS
42	POOL FENCE SCREWS
43	POOL FENCE NUTS
44	POOL FENCE WASHERS
45	POOL FENCE BRACKETS
46	POOL FENCE CAPS
47	POOL FENCE BUSHINGS
48	POOL FENCE SCREWS
49	POOL FENCE NUTS
50	POOL FENCE WASHERS

DATE: 08/13/11	DRAWING TITLE: SITE PLAN - SCHEME A SWIMMING POOL REPLACEMENT	NO: 1	DATE: 08/13/11	REVISION: 1	CLIENT: MOUNT DIABLO UNIFIED SCHOOL DISTRICT
SCALE: 1/4" = 1'-0"	JOB TITLE: PLEASANT HILL MIDDLE SCHOOL POOL	NO: 2	DATE: 08/13/11	REVISION: 2	ADDRESS: 1936 CARLOTTA DRIVE
DRAWN BY: JH	JOB ADDRESS: 1 SANTA BARBARA ROAD PLEASANT HILL, CA	NO: 3	DATE: 08/13/11	REVISION: 3	CONTACT: CONCORD, CA 94519

ARCHITECTURE + DESIGN

2011 - JUNE 10th

PALMDALE AIRPORT 4100

CARROLLA - CA 92001

PH: 710-734-1800

