



**SAN MATEO COUNTY OFFICE OF EDUCATION**  
**VALENZUELA/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186]

District: Sequoia Union High School District

Person completing this form: James Lianides, Ed.D. Title: Superintendent

Quarterly Report Submission Date:  
(check one)

- ☐ October 2013 (Covers 7/1/13 – 9/30/13)  
☐ January 2014 (Covers 10/1/013 – 12/31/13)  
☐ April 2014 (Covers 1/1/14 – 3/31/14)  
**xxx** July 2014 (Covers 4/1/14 – 6/30/14)

Date for information to be reported publicly at governing board meeting: October 8, 2014

Please check the box that applies:

- xxx No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. Copies of the complaint and the District's written response will be sent to SMCOE.

***Please mark the table below with zero if there are no complaints.***

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
TOTALS	0	0	0

James Lianides, Ed.D.  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date

Return via Pony, fax to 650-802-5322 or email to Luz Román-Amaro  
San Mateo County Office of Education  
lamaro@smcoe.org

January 13, 2014  
lra

SEQUOIA UNION HIGH SCHOOL DISTRICT  
Redwood City, California 94062

TO: Board of Trustees

DATE: October 10, 2014

FROM: James Lianides,  
SuperintendentSUBJECT: Personnel Recommendations  
for October 10, 2014  
Board MeetingEmployment – Certificated

Lockhart	Maria Jose	E	Manager of Social Services	1.0 fte	10/01/14	
Smart	Edward	C	Teacher – Music	.2 fte	9/04/14	E.C. 44920
Sullivan	Monique	M	Teacher – English	.4 fte	09/22/14	Probationary 1

Notice of Termination-Certificated

NONE

Employment – Sequoia Adult Certificated

NONE

Notice of Terminations – Sequoia Adult Certificated

NONE



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David Reilly, Assistant Superintendent

SEQUOIA UNION HIGH SCHOOL DISTRICT  
Redwood City, California 94062

TO: Board of Trustees

DATE: October 10, 2014

FROM: James Lianides,  
SuperintendentSUBJECT: Personnel Recommendations  
for October 10, 2014  
Board MeetingEmployment – Classified

Carbajal	Lesley	M	Library Assistant	Temp	0.5 fte	09/15/14
Carbajal	Lesley	M	IA II	Temp	1.0 fte	09/22/14
Carranza	Jacqueline	W	SCIA	Temp	1.0 fte	09/22/14
Denny	Deborah	M	Secretary	Temp	1.0 fte	09/02/14
Galvan Rodriguez	Magdalena	S	SCIA	Temp	1.0 fte	10/01/14
Garcia	Jessica	M	School Secretary	Temp	1.0 fte	09/24/14
Guglielmone	Antony	S	SCIA	Temp	1.0 fte	09/23/14
Johnson	Dawn	C	Food Service Worker I	Prob	0.5 fte	09/29/14
Kessler	Nancy	M	GIS	Temp	0.5 fte	08/01/14
Lopez	Angelica	W	Food Service Cashier	Temp	0.5 fte	09/19/14
Martinez-Rico	Katherine	M	IA II	Temp	1.0 fte	10/01/14
Medina	Diego	D	Food Service Cashier	Temp	0.5 fte	09/23/14
McGee-Lucas	Shellene	D	Acct Clerk – Maint.	Temp	1.0 fte	10/01/14
Morales Munguia	Rigoberto	C	Food Service Cashier	Temp	0.5 fte	09/24/14
Ratanapintha	Pongsri	M	Food Service Worker I	Prob	0.5 fte	09/29/14
Rodriguez Reyes	Sergio	D	IA II/Tutor – EL	Temp	0.5 fte	09/15/14
Scott	Pamela	W	SCIA	Temp	1.0 fte	09/30/14
Tautuaa	Joseph	M	Campus Security Aide	Temp	1.0 fte	09/01/14

Notice of Terminations

Chhin	Chantrae	D	Workability Job Coach	Term	1.0 fte	9/18/14
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Employment – Adult School

Palmer	Charlotte	A	ESL Instructor	Temp	1.0 fte	09/10/14
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**EQUIPMENT SURPLUS DISPOSITION REQUEST****District Office****Department: TIS****9-12-2014**

Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	HP Scanjet N8460			CN817A0205		Recycle/Dispose
1	Computer Voyager			20706981	40043	Recycle/Dispose
1	MPA Computer			N/A	N/A	Recycle/Dispose
1	Ixlan P4 Computer			200666	N/A	Recycle/Dispose
1	Computer Voyager			20804223	1357	Recycle/Dispose
1	Computer Voyager			20804220	1354	Recycle/Dispose
1	HP Laserjet 2420			CNGKC33047	N/A	Recycle/Dispose
1	HP Laserjet P1505n			CNBK638058	N/A	Recycle/Dispose
1	HP Laserjet 4000			USCQ033533	N/A	Recycle/Dispose
1	Brother Printer MFC 8440			U61034M4J390590		Recycle/Dispose
1	HP Laserjet CM2320			CNF9B89v8V	12796	Recycle/Dispose
1	HP Pavillion Computer A1020 P4			CNH5110HT7		Recycle/Dispose
1	CRT 14" Monitor			N/A	N/A	Recycle/Dispose
1	Viewsonic Monitor VP201M			A0D13610084	35808	Recycle/Dispose
2	SRC Computers Dead MB			N/A	N/A	Recycle/Dispose
3	Boxes Misc parts. Dead batteries					Recycle/Dispose
	Defective Keyboards, Mice					Recycle/Dispose
	Old Cables.					Recycle/Dispose
						Recycle/Dispose
14	LCD Monitors 15"					Recycle/Dispose
						Recycle/Dispose
						Recycle/Dispose

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head [Signature]Principal [Signature]Site Technology (if applicable) [Signature]District Tech (if applicable) [Signature] Dir. IT [Signature]Director of Purchasing [Signature]

Purchasing Dept. &amp; W/H use only

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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



# EQUIPMENT SURPLUS DISPOSITION REQUEST

Site: Mento-After town

Department: VFA

Date: 9/26/14

[illegible]

\*Donation: (if selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head W. H. H. H.

Principal Mrs S. J. D.

Site Technology (if applicable) \_\_\_\_\_

District Tech (if applicable)                      Dir. IT                     

Director of Purchasing *(Signature)*

Purchasing Dept. &amp; WH use only

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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

Per Mike Tilson - Kings are in shambles + beyond repair or resale - ~~on~~

# EQUIPMENT SURPLUS DISPOSITION REQUEST

Site: SEQUOIA

Department: IT

Date: 9/16/14

Quantity	Description	Additional Note	Original P.O. #	Serial #	SOHSD I.D. #	Suggested Disposition
1	VOYAGEUR	COMPUTER		20105429	39894	Recycle/Dispose
1	VOYAGEUR	COMPUTER		20713260	1070	Recycle/Dispose
1	VOYAGEUR	COMPUTER		20713263	1067	Recycle/Dispose
1	USM	COMPUTER		112338-15	36573	Recycle/Dispose
1	DELL OPT GX-520	COMPUTER		GN7M981	38023	Recycle/Dispose
1	DELL OPT GX-520	COMPUTER		FRBWN91	38349	Recycle/Dispose
1	BROTHER HL-1440	PRINTER		U60066J1J331548	3148	Recycle/Dispose
1	BROTHER HL-1470N	PRINTER		U60068L1J445665	2623	Recycle/Dispose
1	BROTHER HL-1440	PRINTER		U60066J1J331483	1781	Recycle/Dispose
1	BROTHER HL2070N	PRINTER		U61230C5J489064	N/A	Recycle/Dispose
1	BROTHER MFC-440CN	PRINTER		U61580C7F777911	N/A	Recycle/Dispose
1	HP LJET P2015DN	PRINTER		CNBJR72450	N/A	Recycle/Dispose
1	HP LJET 4050	PRINTER		USCC155873	1481	Recycle/Dispose
1	BENQ	MONITOR		99L83724SAY4000571	N/A	Recycle/Dispose
1	BENQ	MONITOR		ETR66109675L0	N/A	Recycle/Dispose
1	VIEWSONIC	MONITOR		PSX054202461	N/A	Recycle/Dispose
1	VIEWSONIC	MONITOR		9.87072E+11	N/A	Recycle/Dispose
1	VIEWSONIC	MONITOR		11V033101618	N/A	Recycle/Dispose
1	OPTIQUEST	MONITOR		Q4A063642028	N/A	Recycle/Dispose
1	CHIMEL	MONITOR		XYC12J7722A0405	N/A	Recycle/Dispose
1	NEC	MONITOR		43406054YA	N/A	Recycle/Dispose
1	NEC	MONITOR		44412049YA	N/A	Recycle/Dispose
1	DELL	MONITOR		CN-0CC639-72872	N/A	Recycle/Dispose
1	DELL	MONITOR		CN-044931-46633	N/A	Recycle/Dispose
1	KDS	MONITOR		N/A	N/A	Recycle/Dispose
1	KDS	MONITOR		E7YZC610191U	N/A	Recycle/Dispose
1	KDS	MONITOR		E7YZC703938U	N/A	Recycle/Dispose
1	KDS	MONITOR		E7YZC703950U	N/A	Recycle/Dispose

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head \_\_\_\_\_

Principal \_\_\_\_\_

Site Technology (if applicable) \_\_\_\_\_

District Tech (if applicable) \_\_\_\_\_

Director of Purchasing \_\_\_\_\_

Dir. IT \_\_\_\_\_

Purchasing Dept. & W/H use only

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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

Site: SEQUOIA

**Date: 9/16/2014**

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Principal

Site Technology (if applicable)

District Tech (if applicable)

Director of Purchasing

Purchasing Dept. &amp; W/H use only

**Board date:**

W/H action:

Date:

By:

# EQUIPMENT SURPLUS DISPOSITION REQUEST

**Woodside High School**

**Department:**

**Tech**

**Date: 9/11/14 PG#1**

Quantity	Description	WID	Original P.O. #	Serial #	SUHSD I.D. #	Suggested Disposition
1	US Mach P4 2.4 ghz	N/A	72540	200738-12	37646	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	72540	200738-15	37657	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61987	200577-12	37132	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	N/A	270096-2	37844	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61987	200577-15	37124	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	80313	200807-7	37891	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61910	200579-2	37140	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	N/A	N/A	37641	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	73043	N/A	37799	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61987	200577-8	37125	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61987	200577-14	37133	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61987	200577-1	37126	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	72540	200738-2	37658	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	80313	200807-6	37890	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	73043	N/A	37798	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61910	200579-1	37139	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	73043	N/A	37797	Recycle/Dispose
1	US Mach P4 2.4 ghz	N/A	61987	200577-13	37131	Recycle/Dispose
1	Comet 1.0ghz	N/A	N/A	963486	N/A	Recycle/Dispose
1	3M Overhead Projector	N/A	N/A	70085351	N/A	Recycle/Dispose
1	Eiki Overhead	N/A	N/A	4155045	N/A	Recycle/Dispose
1	Zenith TV	N/A	N/A	65250321015	N/A	Recycle/Dispose
1	KDS Monitor	N/A	N/A	1745AAB10061910	N/A	Recycle/Dispose
1	Dell Computer	N/A	N/A	4T3XFC1	N/A	Recycle/Dispose
1	Dell Computer	N/A	N/A	BS3XFC1	N/A	Recycle/Dispose
1	HP Computer	N/A	N/A	N/A	N/A	Recycle/Dispose

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head \_\_\_\_\_

Principal *[Signature]*

Site Technology (if applicable) *[Signature]*

District Tech (if applicable) *[Signature]*

Dir. IT

Director of Purchasing *[Signature]*

Purchasing Dept. & W/H use only

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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

*\* All Equipment Obsolete 24*

# EQUIPMENT SURPLUS DISPOSITION REQUEST

## Woodside High School

**department:**

## Tech

**Date:9/11/14 PG#2**

[illegible]

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested:

Dept. Head \_\_\_\_\_

Principal \_\_\_\_\_

Site Technology (if applicable)                     

District Tech (if applicable) \_\_\_\_\_ Dir. IT H/X/n

Director of Purchasing [Signature]

Purchasing Dept. &amp; W/H use only

Board date: 10/8/2014

**W/H action:**

Date:

By:

\* All equipment obsolete/~~outdated~~dated. 24

# EQUIPMENT SURPLUS DISPOSITION REQUEST

Site: Woods, de

Department: Ag

Date: 9/22/2014

[illegible]

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head Diane Buback (Gwen Sidley)

Principal Diane Burr 7-5-14

Site Technology (if applicable) \_\_\_\_\_

District Tech (if applicable) \_\_\_\_\_ Dir. IT \_\_\_\_\_

Director of Purchasing B. W. King

**Purchasing Dept. & W/H use only**

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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

# EQUIPMENT SURPLUS DISPOSITION REQUEST

District

## Ed Services

**Date:**

9/30/14

[illegible]

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head \_\_\_\_\_

Principal [Signature]

Site Technology (if applicable) \_\_\_\_\_

District Tech (if applicable) \_\_\_\_\_ Dir. IT \_\_\_\_\_

Director of Purchasing 

**Purchasing Dept. & W/H use only**

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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



# EQUIPMENT SURPLUS DISPOSITION REQUEST

**Site:** District Office      **Department:** Technology      **Date:** 10/01/2014

[illegible]

\*Donation: (If selected under suggested disposition) Indicate non-profit group requested: \_\_\_\_\_

Dept. Head \_\_\_\_\_

Principal \_\_\_\_\_

Site Technology (if applicable) \_\_\_\_\_

District Tech (if applicable) \_\_\_\_\_ Dir. IT \_\_\_\_\_

Director of Purchasing

Purchasing Dept. &amp; W/H use only

Board date: 10/8/2014

W/H action: \_\_\_\_\_

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

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

**REVISED**  
9-9-14 *AR*

**AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT  
AND  
LUND-PEARSON-MCLAUGHLIN FIRE PROTECTION SYSTEMS**

**THIS AGREEMENT, entered into this 14th day of August, 20 14, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and LUND PEARSON MCLAUGHLIN FIRE PROTECTION SYSTEMS, hereinafter called "Contractor;"**

**WITNESSETH:**

WHEREAS, The District may contract with independent contractors for the furnishing of services such as those that Contractor proposes to provide to the District;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing labor, equipment and material to perform all required inspections and tests on fire sprinkler equipment district wide.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Exhibit B – Payments and rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and exhibit "A," District shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall the District's total fiscal obligation under this Agreement exceed FORTY - THREE THOUSAND SIX HUNDRED DOLLARS AND 00/00, \$43,600.00.

4. **Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from JULY 1, 20 14 through JUNE 30 , 20 15.

This Agreement may be terminated by, the District Superintendent or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. **Availability of funds**

The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.

6. **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the District and that Contractor acquires none of the rights, privileges, powers, or advantages of District employees.

7. **Hold Harmless**

Contractor shall indemnify and save harmless District, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of District, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontractor with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without the District's prior written consent shall give District the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the District, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the District of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not less than the amount specified below.

Such insurance shall include:

(a) <del>Commercial</del> Comprehensive General Liability .....	\$1,000,000
(b) Motor Vehicle Liability Insurance .....	\$1,000,000
(c) <del>Professional Liability</del> .....	<del>\$1,000,000</del> JAM

District and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Sequoia Union High School District at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the "Individuals With Disabilities Education Act, as amended, " Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

Contractor shall comply with all state fingerprint laws, including education Code 45125.1.

**11. Retention of Records, Right to Monitor and Audit**

- (a) CONTRACTOR shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
- (c) CONTRACTOR agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority, to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**12. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**13. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**14. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of District, to:**

Walter Haub - Director of Maintenance and Operations  
Sequoia Union High School District  
480 James Avenue  
Redwood City, California 94062

**In the case of Contractor, to:**

James H. McLaughlin  
Lund - Pearson - McLaughlin  
897 Independence Avenue, Suite 1E  
Mountain View, California 94043-2355

SEQUOIA UNION HIGH SCHOOL DISTRICT

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

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

Budget Code: 01-0000-0-0000-8100-5813-900  
01-0000-0-0000-8100-5641-900

*Lund-Pearson-McLaughlin*  
*Fire Protection Systems*  
Contractor's Name

*James H. McLaughlin*  
Contractor's Signature

Date: *9/10/14*

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," LUND- PEARSON -MCLAUGHLIN FIRE PROTECTION SYSTEMS shall provide the following services:

- a. LPM will provide labor and equipment to perform all inspections and tests as required by law at the sites listed below.

Exhibit "B"

In consideration of the services provided by LUND -PEARSON -MCLAUGHLIN FIRE PROTECTION SYSTEMS in Exhibit "A," Sequoia Union High School District shall pay LUND -PEARSON - MCLAUGHLIN FIRE PROTECTION SYSTEMS based on the following fee schedule:

Total Quarterly Inspections	\$14,750.00
Total Semi-Annual Inspections	\$ 1,880.00
Total Annual Inspections	\$ 4,560.00
Total 5-Year Inspections	\$ 7,410.00
Allowance for repairs	\$15,000.00
Total Contract for 2014/2015.....	\$43,600.00



AGREEMENT  
Between  
CSM Consulting  
and  
SEQUOIA UNION HIGH SCHOOL DISTRICT

This Agreement is entered into this 19 day of September(the "Agreement"), by and between the Sequoia Union High School District (the "District"), and CSM Consulting (the "Contractor," and, together with the District, the "Parties");

In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions and specifications set forth herein.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Contractor agrees to provide Parent Education Series services. Specifically, Contractor will perform the following:
  - a. Provide program planning, direction, promotion, and implementation for the Parent Education Series at Menlo-Atherton, Sequoia and Woodside High Schools, and extend Parent Education Series programs to Carlmont and Redwood High Schools.
  - b. Menlo-Atherton Parent Education Series: events on 9/17/2014, 11/12/2014, 2/3/2015 and 4/9/2015
  - c. Sequoia Parent Education Series: events on 9/25/14, 11/6/14, 2/26/15, and 4/9/15
  - d. Woodside Parent Education Series: events on 9/11/14, 11/13/14, 2/11/15, and 4/2/15
  - e. Carlmont and Redwood Parent Education Series: events/dates to be determined.
  - f. Contractor shall submit a report of services rendered at the time of each semester to the District. The report shall be submitted to the Director of Student Services and shall set forth the date that services were performed, and a specific description of the services performed.
2. Contractor agrees to perform all the services in this Agreement at the rate of \$20,000, not to exceed \$40,000 for the term of this Agreement.
3. Contractor shall submit a monthly invoice to the District for services rendered under this Agreement no later than the 10th day of the succeeding month. The invoice shall be submitted to the Director of Student Services , and shall set forth the date that services were performed, the amount of time expended by Contractor on each matter, and a specific description of the services performed.
4. It is expressly understood that Contractor is an independent contractor and no agency, employment, partnership, joint venture or other relationship is established, or is intended by this Agreement.
5. Contractor agrees to defend, save harmless, and indemnify District and its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement, and which result from the negligent acts or omissions of Contractor, [his/her/its] officers and/or employees.
6. Contractor agrees that, during the term of this Agreement, Contractor shall have such Bodily Injury, Liability, and Property Damage Liability Insurance as shall protect [him/her/it]

while performing work covered by this Agreement from claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from Contractor's performance of services under this Agreement.

7. The Parties agree that, in the absence of the prior written consent of the Assistant Superintendent of Administrative Services, Contractor shall not assign or subcontract this Agreement, either in whole or in part.

8. This Agreement is complete and contains all the terms and conditions agreed upon by the Parties. No amendment shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement shall be binding on the Parties.


9. This Agreement shall be governed by the laws of the State of California and any action brought in connection therewith shall have as its venue the County of San Mateo.

10. Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, or when deposited with a public courier service for transmittal or delivery, charges prepaid, and addressed as follows:

In the case of District: (district supervisor name & address)  
Donald Milhaupt, Director of Student Services  
480 James Avenue  
Redwood City, CA 94062

In the case of Contractor: (contractor name & address)  
Charlene Margot, M.A.  
CSM Consulting  
325 Sharon Park Drive, Suite 327  
Menlo Park, CA 94025  
(650) 868-0590

11. The term of this Agreement shall be from August 2014 until June 2015. This Agreement may be terminated by either Party for any reason upon thirty days' written notice to the other Party.

 9/19/14  
\_\_\_\_\_  
Signature Date

Charlene Margot, M.A.  
CSM Consulting  
325 Sharon Park Drive, Suite 327  
Menlo Park, CA 94025  
(650) 868-0590

\_\_\_\_\_  
Signed: James Lianides, Ed.D. Date  
Superintendent

Budget code:

two-page agreement 7/9/14

# PROPOSAL FOR ARCHITECTURAL SERVICES NEW PC GYMNASIUM AT 980 MYRTLE STREET



SEQUOIA UNION HIGH SCHOOL DISTRICT

September 23, 2014



September 23, 2014

Ms. Louise Pacheco, Project Manager  
Sequoia Union High School District  
480 James Avenue  
Redwood City, Ca 94062

**Re: Proposal to Provide Architectural Services for the  
980 Myrtle Street Charter School PC Gymnasium**

Dear Ms. Pacheco:

CSDA is pleased to present the following proposal to provide architectural services for the site adaptation of a new modular pre-checked (DSA pre-approved) gymnasium at the 980 Myrtle Street school site. It is our understanding that the District would like to pursue a similar design and delivery process as used for the recent two-story classroom building project. To that end, this proposal is based on a modular, PC gymnasium building delivered under a Lease/Leaseback process.

Assisting us with the project will be:

MIG	landscape architecture
Brelje & Race	civil engineering
Interface Engineering	mechanical, electrical & plumbing

## SCOPE OF WORK

### Basic architectural services

CSDA's team of consultants will provide Schematic Design through Construction Closeout services for site improvements and building site adaptation. As requested by the District, CSDA has met with Brian Gaunce and the Prefast design team to discuss the project. Our understanding is that Prefast is currently working on a PC gymnasium design, and that their schedule is to complete the PC approvals process with DSA in the spring of 2015. We understand the District's intent is to have the Gymnasium substantially complete and ready for occupancy for the fall term 2016. Preliminary Schedule is understood to be:

1/1/15 – 4/15/15	Design
4/15/15 - 7/1/15	DSA submittal
7/1/15 – 7/1/16	Construction

### Assumptions

- The gymnasium will be an approximately 10,000 sf new PC modular building, as illustrated in the concept plans provided by Prefast, received 9/11/2014

- Project budget is estimated to be \$4 Million for the building and \$1.5 Million for the site improvements
- Project delivery will be Lease/Leaseback with Pankow Builders as the contractor/developer
- Construction Administration Services will include bi-weekly meetings for a 12 month duration
- DSA submittal will be through the regional office in Oakland

Pre-design consulting services

Prior to the beginning of schematic design, while Prefast continues to develop their PC design, CSDA and our sub-consultant team will provide consulting services to support the District as needed. As a design team familiar with the existing site conditions and versed in school gymnasium design, we will be available to advise the District on design, construction and permitting issues related to the project. This work will be provided on an as-needed and pre-approved time and materials basis.

**ARCHITECTS FEE PROPOSAL**

1. Basic architectural services

CSDA proposes that our fee be on a stipulated sum basis for a fee of two hundred, eighty-seven thousand, five hundred dollars and no cents (\$287,500).

Design	30%	\$86,250
Construction Documents	35%	\$100,625
Agency Review/Bidding Phase	5%	\$14,375
Construction Administration	25%	\$71,875
Close Out DSA	5%	\$14,375
<hr/>		
Total	100%	\$287,500

2. Pre-design consulting services

Consultation fee will be on a Time and Materials basis as authorized by the District per the attached rate schedule. Total pre-design services not to exceed thirty-five thousand dollars (\$35,000).

3. Reimbursable expenses shall be billed at actual cost in an amount not to exceed 10% of Basic Architectural Services Fee \$28,750

**ARCHITECTS EXCLUDED SERVICES**

The following are excluded at this time:

1. Hazardous Materials investigation and mitigation including agency processing
2. Stone Column ground improvement design
3. Incremental design packages & permitting
4. Assistance in obtaining CDE approvals


5. Cost Estimating services
6. Structural engineering services
7. Topographic surveys
8. CHPS , LEED or HPIG design documentation
9. CEQA investigation, meetings or processing
10. Extended agency processing or redesign initiated by the City Planning Department or the Fire Department that varies from their previous directives
11. Major redesign after client has approved the location, layout, quantities at the approval of the DD milestone package.
12. Redesign/excessive coordination caused by District personnel, general contractor or other stakeholders
13. Design or specification of furniture, fixtures and equipment (FF&E)
14. Temporary housing

If our understanding meets with your approval, please acknowledge your acceptance by signing in the designated space provided. Retain one (1) copy for your files, and return one (1) signed copy to CSDA. Your returned signature will serve as our Notice to Proceed with the described work.

Please contact me if you have questions or require any additional information.

Sincerely,

CSDA Design Group

  
\_\_\_\_\_  
Zachary D. Goodman, AIA  
Senior Associate, CSDA Design Group

**Accepted:**

\_\_\_\_\_  
Sequoia UHSD Authorized Representative



## 2014 Hourly Rate Schedule

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Rates effective as of January 1, 2014

Principal	\$245/hr
Project Director	\$220/hr
Senior Project Manager	\$190/hr
Design Director	\$170/hr
Project Manager	\$165/hr
Senior Designer	\$165/hr
Specification Writer	\$155/hr
Project Architect	\$155/hr
Construction Administrator	\$130/hr
Sr. Job Captain	\$125/hr
Job Captain	\$110/hr
Planner	\$110/hr
Senior Drafter	\$100/hr
CAD Drafter	\$90/hr
Administrative Assistant	\$85/hr



**Contract for Professional Architectural Services at the Sequoia Union High School District's Carlmont High School Campus**

**AGREEMENT**

**BETWEEN**

**HMC GROUP**

**AND**

**SEQUOIA UNION HIGH SCHOOL DISTRICT**

**DISTRICT CONTRACT NO. \_\_\_\_\_**

# CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS CONTRACT FOR CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES ("Contract") is entered into as of October 8, 2014, between the **Sequoia Union High School District ("District")**, and HMC Group ("**Consultant**"), who agree as follows:

**1. Scope of Professional Services.** The Consultant shall perform all services described in Appendix A ("**Services**"), for the compensation set forth in Appendix C ("**Compensation**"), which appendices are attached and incorporated herein by reference into this Contract.

**2. Term.** This Contract shall become effective upon its execution by Consultant and by District. All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

**3. Standard of Performance.** Consultant shall not assign any portion of this Contract and shall perform the Services using the persons and sub-consultants listed in Appendix B ("**Staffing**"). Consultant shall hire only qualified persons who are experienced in performing work of like nature and complexity to the Services. Consultant may substitute personnel or sub-consultants only upon the District's written consent, which will not be unreasonably withheld provided Consultant proposes substitute personnel or sub-consultants with equivalent qualifications. Consultant represents that its employees possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that performs professional services of like nature and complexity of the Services.

**4. Indemnification and Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save harmless District and all of its officers, directors, representatives, agents and employees, from and against any and all claims and liability to the extent resulting from Consultant's negligence, recklessness or *willful* misconduct or breach of this Contract. Such indemnity shall not extend to the extent of District's *active* negligence or willful misconduct. Notwithstanding any provision of this Contract, the District shall not be liable to Consultant or any sub-consultant, in either contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. District's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation. The Consultant's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for reasonable attorneys fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the professional negligence, recklessness or willful misconduct of the Consultant on a comparative fault basis; but not or any loss, injury, death or damage caused by the negligence, recklessness, or willful misconduct of District or of other third parties for which the Consultant is not legally liable.

**5. Notices.** The District and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail, to the following addresses and facsimile numbers:

CONSULTANT: HMC Group  
1570 The Alameda, Studio 330  
San Jose, CA 95126  
Attention: Lee Salin  
Phone: 408-977-9160; Fax:

DISTRICT: Sequoia Union High School District  
480 James Avenue  
Redwood City, California 94062  
Attention: Enrique Navas, Assistant Superintendent  
Phone: 650-369-1411 extension 2217

**6. Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, sub-consultants and agents in connection with the performance of Services under this Agreement. Under no circumstances shall this Contract be construed as creating an employment agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services, and or goods delivered pursuant hereto.

**7. Suspension and termination of Services.** (i) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates this Contract for default Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from, and to the extent caused by, such breach and termination. (iii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District's best interests. In the event District terminates this Contract for convenience, Consultant shall be entitled to recover its fees and costs earned pursuant to Appendix C of this Agreement up to the termination, but may recover no other cost, damage or expense. (iv.) If at any time District believes Consultant is in default or that it appears reasonably probable that Consultant may default under this Agreement, District may in its sole discretion, demand Consultant provide District within seven (7) days, written assurances of performance and a written plan to cure or prevent such default, and failure to do so shall constitute an event of default.

**7a. Suspension and Resumption:** If the Project is suspended by the District for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

**7b. Failure to Make Payments:** Failure of the District to make two consecutive payments to the Consultant in accordance with this Agreement, except for disputed amounts may, upon 15 days written notice to the District and failure to cure before the end of the 15 day period, be considered substantial nonperformance and cause for termination.

**8. Confidential Information.** Consultant agrees that all information disclosed by District to Consultant, or developed by Consultant in the performance of its Services, is confidential and shall be held in confidence and used only in the performance of this Contract. Consultant agrees that it shall not disclose to third parties outside of the District any information, unless and only to the extent necessary for the performance of the Services, *unless the District gives it written consent to disclosure, or by order of a court with jurisdiction over the matter.*

**9. Ownership of Work Product.** Any interest (except copyright interests) of Consultant or its subcontractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepaid by Consultant or its subcontractors or sub-consultants in connection with the Services, shall become the property of the District. Regarding copyright interests, Consultant grants District a license to copy and use all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Services, for purposes related to the Project. If District alters or re-uses for construction any drawings, plans or any other design documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Project following termination or completion of the Project, the District agrees to remove the names and seals of the Consultant and the Consultant's consultants, and shall

indemnify, defend and hold Consultant harmless from and against any third party claims that result of such use or reuse of the Consultant's drawings, plans or any other design documents (including electronic media).

**10. Audit/Inspection of Records.** Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, timecards, records and all other data related to matters covered by this Contract. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records at mutually convenient times. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

**11. Disputes.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder, including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes. The District may withhold only those funds that are in dispute. In the event that the withholding by the District exceeds 10% of the total fee, the Consultant may discontinue work on the Project pending the good faith resolution of the dispute by both parties in accordance with this Article 11 of the Agreement. In the event the amount withheld is less than 10% of the total fee, Consultant agrees it will neither rescind this Agreement, nor stop the progress of its services in accordance with the Agreement pending a subsequent resolution of such disputes. Consultant shall continue its work, and the District shall continue to make payments for undisputed work, throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract. As a precondition to litigation by any party, mediation shall occur before a mediator and at a time/location mutually agreed upon, and if agreement is not reached, then by a mediator and at a time/location selected by the San Mateo County Superior Court using a list of construction industry mediators qualified by the American Arbitration Association and setting a time location it deems reasonable (but within 60 days of the initial mediation demand). The cost of such mediation (i.e., the mediators fees and costs) shall be borne equally between the parties.

**12. California Law.** This Contract shall be deemed to have been executed in San Mateo County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in San Mateo County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

**13. No Third Party Beneficiaries.** Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

**14. Entire Contract.** This Contract, all Appendices to the Contract, and any written modifications to them shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

**15. No Waiver.** The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Contract including, but not limited to, its obligations to perform at all times in accordance with contract standards and requirements. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision

hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

**16. Statutes of limitation.** As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

**17. Hazardous Materials.** In the event the District or Consultant is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous, contaminants, materials, air pollutants or water pollutants at the site expressly subject to regulation under state or federal laws governing hazardous materials ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Upon such knowledge or notice, the District shall promptly retain a qualified consultant to investigate, test, and determine the presence of such Hazardous Substances and, if such Hazardous Substances are found at the site to an unacceptable degree, to provide services that may include, among other things, recommendations as to the removal, encapsulation, or other appropriate handling of such Hazardous Substances. The District shall retain qualified experts in handling of such hazardous Substances

**17.1** The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos, and/or lead containing material, at its sole cost.

**17.2** In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products, or materials at or near the Project site, the District agrees, to the fullest extent permitted by the law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material or hazardous or toxic substance, products or material, that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability, or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

**17.3** The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter of hazardous materials, as these terms are defined in applicable federal or state statutes.

**18. Professional Credits.** Unless the District requests otherwise, the Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's professional materials. The Consultant's materials shall not include the District's confidential or proprietary information if the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

**19. Appendices.** The following appendices and Exhibits are part of this Master Agreement and are incorporated into the Agreement by reference.

Appendix A.	Services
Appendix B.	Staffing
Appendix C.	Compensation
Appendix D.	Insurance
Appendix E.	List of Required Deliverables
Appendix F.	Project Description
Appendix G.	Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

SEQUOIA UNION HIGH SCHOOL DISTRICT, Acting by and through its Board of Trustees

By:

\_\_\_\_\_  
James Lianides, Superintendent

HMC GROUP

By \_\_\_\_\_

Full Name and Title:

[If corporation should be signed by Chairman, President or Vice President; and CFO or Secretary. If partnership, by general partner; if limited liability company, by member or manager, as appropriate]

By: \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

By. \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

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## APPENDIX A TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### SERVICES

This is Appendix A, "Services," attached to, and incorporated by reference into, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("District") and HMC Group ("Consultant") for the provision of professional services.

1.0 Consultant shall provide the services described here.

#### 1.1 Scope of Services.

Performance of Services shall require Consultant to work with, meet with, and attend meetings with District staff and representatives, with inspectors, with testing agencies, with other governmental agencies, with contractors, and with such other consultants as District and Consultant determines necessary, and to the extent reasonably necessary, for the design and construction of the Project and performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).

Except as specifically and expressly excluded from the scope of work in this Appendix A, Consultant shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete each Project, including but not limited to, all architectural services and all civil, electrical, mechanical, structural engineering services and any sub-consultants as required to perform the Services and complete each Project (Furniture and equipment may be shown on the Drawings, but furniture and equipment lists, and traffic engineering, however, if necessary, will be compensated as an Extra Service, as defined herein). Specialty consultants, if necessary and agreed to by the District, will be compensated as an Extra Service.

#### 1.2 California School Construction Laws.

Services performed by Consultant shall conform to the requirements of the laws of the State of California applicable to school construction, including but not limited to, the requirements of the California Business Professions Code, the California Education Code, and the California Code of Regulations. As required by the California Education Code and Code of Regulations, all plans, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Consultant, shall be prepared by or under the direct supervision of licensed personnel. As referenced in those codes, "Responsible Charge" for the work shall be with a Registered Architect/Engineer licensed in the State of California; and such personnel shall also be in "responsible charge" of observation of the construction, as required by those codes.

#### 1.3 Title 24 Compliance.

1.3.1 To the extent applicable to Consultant's Services, Consultant shall, consistent with the standard of care established by this Agreement and industry practice, comply with all requirements of all laws as if set forth in this Agreement, including but not limited to, the State Building Code, Part I, Title 24, California Code of Regulations ("Title 24"). Consultant shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 4-341 of Title 24, which include, but are not limited to, the following:

1.3.1.1 Architect shall use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the Project and endeavor to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are

subject to conflicting interpretations of the law. However, Architect does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirement of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of the District.

- 1.3.2 Prepare all project designs to meet building standards set by law, including but not limited to those set forth in Parts 2, 3, 4., 5 and 7, Title 24, in effect at the time of bidding, which are minimum standards applicable to school construction; coordinate submission and approval of same to Division of State Architect ("DSA").
- 1.3.3 Coordinate and cooperate fully with the DSA, and any other authority with jurisdiction to secure timely review and approval of Consultant's work, including but not limited to:
  - 1.3.3.1 Consultant will estimate review time for DSA review of plans and specifications based on DSA's published review time and, to the extent reasonable, through discussions with DSA regarding anticipated review time. Such estimates will be incorporated into the project schedule, it being understood that Consultant has no control over DSA review time;
  - 1.3.3.2 Submitting, in a timely manner, Construction Change Directives to DSA when required as a structural, life safety, access, or other issue requiring DSA review;
  - 1.3.3.3 Using Consultant's efforts to secure early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
  - 1.3.3.4 Contacting DSA to determine the required DSA fee for submittal and advise the District at least four weeks in advance of submittal, so as to help avoid delay.
- 1.3.4 Coordinate and cooperate fully with the DSA in its required observation of construction.
- 1.3.5 Designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each project.
- 1.3.6 Submit to DSA Verified Reports on the form and frequency required by Title 24, showing that based on consultant's personal knowledge as defined by Title 24, the work is in conformance with the approved plans and specifications. Obtain Verified Reports from consultants and Owner and submit to DSA as required by Title 24.
- 1.3.7 Advise on selection of the DSA certified Project Inspector and testing laboratories; and preparing addenda and change orders as required by conditions on the project.
- 1.3.8 Perform general observation of the work of construction, interpreting the approved drawings and specifications.
- 1.3.9 Receive and act upon all technical correspondence from the State to the architect or registered engineer in general responsible charge of the project.
- 1.3.10 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the project, Consultant's sub-

consultants, submitting information to DSA, and general direction of the work of the Project Inspector (as set forth in Title 24, Part I, 4-341(d)).

1.3.10.1 Consultant shall specify testing requirements where required in the construction documents, and prepare a testing and inspection report to submit for review and approval by DSA. When materials fail to comply with these tests, the Consultant will cooperate with the Inspector of Record, the Owner and if applicable, the Construction Manager in reviewing the General Contractor's response and solution to the specific testing failure. The General Contractor is responsible for meeting the requirements of the contract documents.

1.3.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which have been approved by Consultant to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Consultant, to the extent required by the California Code of Regulations, Title 24, Part I, 342(a).

1.4 State Communications: Assist with and coordinate communications with Office of Public School Construction and coordinate any necessary Department of Education approvals.

1.5 Design Criteria.

1.5.1 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications or design-build submittals from Contractors will be allowed only when necessary, and otherwise permitted by applicable law and regulation.

1.5.2 Unless otherwise permitted in writing by District or in accordance with the District Standards (to be issued), Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision. Should District approve Consultant specifying a proprietary or sole source item, Consultant shall recommend and with District approval, assist District by taking appropriate actions to obtain reasonable pricing of the item in the absence of competitive pricing.

1.5.3 When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems, and processes reflecting a particular manufacturer and that manufacturer's proprietary characteristics, including designation of such materials, processes, and systems as 'no substitution'. District agrees to indemnify Architect for 'no substitution' direction, including all claims concerning Public Contract Code Section 3400.

1.5.4 The District understands and agrees that materials, systems, and/or processes that are permissible under the current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics. In such cases, the District agrees to waive any and all claims against Architect as a result of such changes in the definition of such materials, systems, and/or processes in the future.

1.5.5 The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting formats, or other data management and reporting systems without Architect's consent.

- 1.5.6 Architect agrees to meet and coordinate with District Construction Management (CM) consultants, and to review documents proposed for use by the CM, including specification sections. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding the use of such documents, including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.
- 1.5.7 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like, and that such access is in conformance with Cal OSHA requirements.

1.6 Coordination with District.

For each phase of the Services under this Contract, up to the bid and construction phase, Consultant shall prepare and submit for District's acceptance a coordination report or meeting minutes. The purpose of this coordination report or meeting minutes shall be promoting coordination between the District and the Consultant, and to serve as a "to do" list for District in the succeeding phase of Services. The coordination report or meeting minutes for each phase of the Services under this Contract shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Contract. The coordination report or meeting minutes shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The coordination report or meeting minutes shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project. If submitted as meeting minutes, then the coordination report shall be separately identified as "District's Action Items" and shall then list all required items at least 30 days in advance of the item's due date.

1.7 Progress Schedule.

A progress schedule is incorporated into this agreement as Exhibit G. This schedule incorporates District review durations of one week for Schematic Design, and Design Development, and two weeks for 50% Construction Documents and 100% Construction Document Phases. It is understood by all parties to this agreement that the design process is an iterative process. Each phase of the work depends on decisions made during previous phases of the work. District agrees to make decisions on a timely basis so as not to delay the progress of the work. The Consultant may rely on those decisions and approvals. If decisions or approvals made in a previous phase or time period are then changed or withdrawn at a later time or during a later phase of the work, and if those revisions result in additional time and / or effort on the part of the consultant and its sub consultants, the District agrees that the additional effort required will be compensated as additional services under the terms of this Agreement, and that additional time will be added to the schedule commensurate with the magnitude of the revision. The parties agree, however, that all Additional Services, as defined herein, shall be requested and approved by the District as set forth in Section 7 of this Appendix A. Consultant shall be entitled to compensation only for Additional Services under this Section 1.7 that are approved in advance pursuant to Section 7 of this Appendix A.

1.8 Coordination With Other Consultants / Sub-consultants.

Consultant shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing its Services. Consultant shall participate in design coordination meetings with its sub consultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination of design work and the performance of each consultant and sub consultant of their design

responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Status Report.

Consultant shall provide District with a written Monthly Status Report (MSR). The MSR shall briefly, in a format approved by District, review project status, budget, schedule, work performed and contract deliverables. It shall also describe any areas where performance varies from plan, any actual or anticipated problems and Consultant's recommendations for preventative or corrective actions. Consultant shall meet with District monthly, or more often as needed, to discuss the Monthly Status Report and to plan actions. Consultant shall prepare and submit to District, minutes of these meeting, summarizing agreed on decisions and action.

1.10 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix E (List of Required Deliverables) to the Contract. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and reasonable modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.11 Consultant's Proposed Scope of Work.

Consultant shall supply District with a copy of its proposed Work Plan, developed for its own internal project planning, tracking and coordination ("Work Plan"). The Work Plan shall indicate how the Consultant plans to provide the scope of services and achieve the results described herein, and any additional negotiated scope of work items. District receives the Work Plan for information only and has no responsibility for approving it. This Appendix A and the Work Plan are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

1.12 Site Verification Review.

Consultant shall review existing District data, reports, plans and other information regarding the Project Site ("Site"), and perform visual field observations as necessary to become familiar with the Site. However, such field surveys shall not be construed as a replacement for Record or 'As-Built' documents, and do not document the detailed layout and character of existing building connections, piping, conduits, and related building system elements, nor require destructive investigation. Architect shall be entitled to rely on engineering data, capacity, and capability provided by utilities and public agencies. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project. District will take the lead and Consultant will assist in soliciting, evaluating and executing agreements for information as described above. Consultant will assist District, particularly in defining the need for such information and its requirements upon which District may request proposals. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project, including, but not limited to: all existing building systems, onsite, off-site utility and service systems; chemical, air, and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at Project sites.

1.13 Hazardous Materials

The Owner will provide Hazardous Materials Surveys, Hazardous material abatement plans, geotechnical investigations with soil mitigation recommendations (if necessary), foundation and pavement recommendations, California Environmental Quality Act (CEQA)

studies (if necessary), Department of Toxic Substance Control approval, if necessary, traffic studies, if necessary, and other specialty consultants not listed under basic services that may be required during the course of the work.

2. **Schematic Design Phase.** After receipt of the executed Contract from the District, Consultant shall prepare and deliver the following schematic design documents to the District:

2.1 Schematic Design Phase Documents

Schematic Design Phase Documents shall consist of reports containing conceptual layouts, sketches and schematic design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- 2.1.1 Plan list.
- 2.1.2 Site plan(s).
- 2.1.3 Schedule of building types, equipment, machinery, systems, wall types, roofing systems, HVAC and control systems.
- 2.1.4 Representative building sections and elevations.
- 2.1.5 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed.
- 2.1.6 Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project.
- 2.1.7 Projects specific analysis of codes, ordinances and regulations.
- 2.1.8 Three-dimensional line drawings or plans.
- 2.1.9 Initial construction phasing recommendations.

Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project. Consultant shall develop Schematic Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to twice monthly.

Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including, but not limited to, applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

At the conclusion of the Schematic Design Phase, Consultant shall prepare and deliver to the District, based on information available to Consultant at that time, an estimate and opinion of Project construction costs.

2.2 Design Basis Report

Consultant shall provide a narrative report describing for each design discipline and the rationale for the proposed systems. Disciplines shall include architectural, structural, mechanical, electrical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping. The rationale shall include initial costs, life-cycle costs, life expectancy and maintenance considerations. The design basis report shall include, for major building systems or components. (i.e. those comprising 25% of all building systems or components costs), a description of the top two or three options considered, an evaluation of their pros and cons and why the preferred option is recommended.

3. **Design Development Phase.** After receipt of District's written approval of the Schematic Design Phase

documents, Consultant shall proceed as follows:

3.1 Final Design Criteria

Consultant shall prepare final design criteria or outline and technical specifications. Consultant shall participate in progress meetings with District representatives and any involved sub-consultants, at District's request, up to twice monthly, to review and secure District's written acceptance of final design criteria.

3.2. Design Development Documents

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

- 3.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements.
- 3.2.2 Revised Plan list.
- 3.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.
- 3.2.4 As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the work,
- 3.2.5 Prepare a design development level estimate of anticipated construction cost (reflecting the anticipated value of the low responsive responsible bid of the project), accompanied with analysis and justification for each element of the estimate. Estimates of Construction Cost represent the Consultant's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the District has control over the cost of labor, materials or equipment, or market conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the District's Project Budget.
- 3.2.6 Recommendations for scheduling and phasing of construction. Consultant shall include in these recommendations a list of all known permits or similar approvals or fees required by authorities with jurisdiction over the Project, the dates on which applications should be made or fees paid and approvals secured, and shall assist District in filling out applications and supporting documents as necessary, to avoid delay or disruption to the work.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. For major equipment and system specifications (comprising over 25% of anticipated project value), Consultant shall also submit first cost and life-cycle cost analysis, with comparative analysis for the selected equipment system item and two other alternative equipment items considered by Consultant but not selected only if there are viable alternate choices.

- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for mechanical and electrical systems (for example: temperature, humidity, lighting levels and floor live load design shall be slated for general and special occupancy areas).

4. **Construction Document Phase.** After receipt of District's written approval of Design Development documents, and any adjustments in the scope and budget, the Consultant shall prepare the following Construction Documents:

4.1 Final Plans and Technical Specifications

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and technical specifications to show in adequate detail to a generally competent contractor all of the labor, materials, equipment and/or work to be furnished and performed by Contractor in order to deliver a competently constructed project. Consultant shall modify the final plans and technical specifications in accord with District's final review comments, as necessary. Plans and technical specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor. Consultant shall deliver to District two (2) complete sets of final 100% Plans and technical specifications.

4.2 Format of Technical Specifications.

Consultant shall prepare final technical specifications in conformance with the 46-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District's Divisions 0 and 1 standard specifications.

4.3 Auto CAD, BIM and Other Electronic Data.

After District executes mutually agreeable electronic document release and indemnity agreements with Architect, provide Building Information Modeling (BIM) or AutoCAD (Release 2004 or newer) files of all Plans including as-bid, as-built, and all record Plans on CD (based on the District's horizontal and vertical controls) as requested by District. Prepare PDF electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD and shall conform to District Standards (to be supplied.) These drawings (and/or corrected specifications) have been prepared based on information submitted, in part, by others. The Architect will provide a review consistent with its legal standard of care.

4.4 Compliance with Codes, Regulations and Requirements

All Plans, technical specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the standard of care applicable to architects performing such services in the State of California when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Contract, all energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project. District will be responsible for all hazmat and California Environmental Quality Act (CEQA) compliance required.



4.5 Supply of Design Calculations

Consultant shall provide District with copies of all final electrical, mechanical and structural design calculations, organized by discipline and application. Consultant shall provide District with a final update on the final design criteria utilized.

4.6 Quality Levels and Quality Control Procedures

The Plans and Specifications must clearly identify and describe the all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet, or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

4.7 Phasing Recommendations.

Consultant shall assist the District/CM in providing, at 50% completion of this phase, a recommended construction-phasing schedule for the construction work, which will minimize disruption to District operation and adjacent/concurrent construction projects.

4.8 50% Construction Documents Review.

Consultant shall submit to District for District's review and comment the Construction Documents (Plans and Specifications) developed in this Phase at 50% completion and again at 90% completion. Consultant shall allow District one week for review of its 50% and 90% construction documents deliverable. Consultant shall respond to District comments and incorporate those comments as necessary in the Consultant's professional judgment prior to submittal to DSA.

4.9 90% Review and Estimate of Construction Cost.

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and estimate of Project construction costs. If the cost estimate based on the final Plans and specifications exceeds the project budget as defined in Appendix F, Project Scope as may be amended, the Consultant shall recommended revisions to the plans and specifications that will reduce costs to the budget amount and upon approval of the District, shall make such revisions.

**5. Bidding and Award Phase.**

5.1 After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist the District/CM in administering the bidding and award of the construction contract. This shall include:

5.1.1 Consult with District/CM concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

5.1.2 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment as requested by the District or to respond to bidder requests.

5.1.3 Attend the bid opening and assist District in evaluating bids.

5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor

exceeds the latest accepted estimate of construction costs, District may, at its discretion:

- 5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.
- 5.2.2 Reject all bids and rebid the contract.
- 5.2.3 If the bid amount is more than 10% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase in 4.9 above, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work. Whenever possible, alternates will be additive, not deductive. Deductive alternate shall not be used to meet the 10% limit above.
- 5.2.4 Abandon the Project and terminate this Contract.

6. **Construction Phase.** After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work, to the extent possible with limited construction observation.

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. The attached Exhibit A-I. Responsibility Matrix describes more fully the Consultant's services during the Construction Phase. This Appendix A and Exhibit A-I are deemed complimentary: what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence, subject to Paragraph 7 below.

- 6.1 The Consultant shall attend the pre-construction conference, the weekly owner-architect-contractor (OAC) meeting, and any dispute resolution conferences when requested by the District. Architect shall maintain minutes of the weekly OAC meeting.
- 6.2 The Consultant shall review Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents. The Consultant shall review the documents within ten (10) working days and shall do so consistent with the terms of the Construction Contract.
- 6.3 The Consultant shall periodically visit the site to monitor the quality and progress of the work and furnish written field reports as needed. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. If the original schedule is extended for reasons other than the fault of Consultant (or Consultant's consultants), the District may direct additional work monitoring as additional services. Consultant shall advise District in writing of Consultant observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing or supplying portions of the Work.
- 6.4 The General Contractor shall have the duty to determine the methods and means to achieve the intent of the design, as described in the Construction Documents. The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.

- 6.5 Consultant shall issue necessary interpretations, clarifications and request for information (RFI) replies regarding the Contract Documents, supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project, while allowing sufficient time in the Consultants professional opinion to permit adequate review. Unless mutually agreed to with the District otherwise, the consultant shall respond to RFI's no longer than an average of five (5) working days after their receipt and other submittals no longer than ten (10) working days after their receipt.
- 6.6 Consultant shall maintain to the satisfaction of District its own computer database system of RFI's and submittals, showing dates received from and returned to Contractor so that RFI's are processed promptly as to not delay the construction schedule. Consultant shall expedite responses to RFI's that Contractor indicates are time critical. The system shall show the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.
- 6.7 The Consultant shall require any sub-consultant to provide the Services listed in this section where and as applicable and to visit the project during the time that construction is occurring on the Portion of the work related to its discipline and report in writing to the Consultant.
- 6.8 The Consultant shall promptly notify District in writing of those defects or deficiencies in the work, to the extent possible with limited site observation, or of any matter of dispute with the Contractor that the Consultant is aware of.
- 6.9 Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, Consultant shall assist District in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Consultant shall sign payment applications from the contractor to reflect Consultant's recommendation that payments be made, and shall ensure proper conditional and unconditional waivers are included with payment applications prior to submitting such applications to the District for final action. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 6.10 Consultant shall assist the inspector in establishing and maintaining to the satisfaction of District a computer database or spreadsheet that shall contain complete and accurate records regarding known defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Such database shall be available to District at all reasonable times and be turned over to District upon completion or termination of this Contract.
- 6.11 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). District/CM shall ensure that those under contract with the District furnish copies of the required reports, etc. to the Architect.
- 6.12 Consultant shall review work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall perform one (1) punchlist review and one (1) follow-up review. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.
- 6.13 The Consultant shall regularly review the contractors' as built Plans, showing "as built"

conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.

- 6.14 Promptly advise Owner of any anticipated or actual disputes or claims and attempt to resolve disputes that Consultant becomes aware of. Failing to do so, provide Owner with a written summary of the dispute, the respective positions of the parties and a recommended settlement. Any further Consultant dispute resolution services except as may be due to a deficiency in Consultant's services will be additional services.

7. **Additional Services. All Services identified in the foregoing sections of this Appendix A are "Basic Services".** The District may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract ("Additional Services"). Services required to be performed by Consultant upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Plans and Specifications prepared by Consultant. All such services necessary because of Consultant's errors, omissions or conflicts of any type in Consultant's Plans and Specifications shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant, except for unforeseen conditions or additional agency requirements after plan approval by such agency. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services, unless mutually agreed to by the District and Consultant.

- 7.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Appendix C.

- 7.2 Services. The following services shall be considered Additional Services:

- 7.2.1 Making revisions in reports, drawings, or other documents, if:

7.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services as described in this Section 7: and

7.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment, revision or interpretation of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.

- 7.2.2 Changes in scope such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

- 7.2.3 Required out-of-town travel beyond limits specified in Appendix C.

- 7.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.

- 7.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking to the extent not required by other provisions of this Agreement.

- 7.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other

proceeding or legal proceeding.

- 7.2.7 Preparation of applications and supporting documents for governmental grants and permits (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services). Preparing applications for state funding or for State Allocation Board (SAB) actions.
- 7.2.8 Participating in more than three public meetings. Public meetings exclude normal project meetings with District, users, site committees, contractors, and others and are limited to meeting scheduled specifically for public participation or input.
- 7.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 7.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 7.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, extended Construction not due to the default of the Consultant, Punchlist and Close Out Services, whenever performed, shall be Basic Services).
- 7.2.12 Providing services in connection with replacement of Work damaged by fire or other causes and furnishing services required in connection with the replacement of such work.
- 7.2.13 Providing services made necessary by the default or termination of the Contractor.
- 7.2.14 Preparing documents for alternate, fast-track, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 7.2.15 Prepare a CADD set of reproducible record prints of Plans showing 'As-Built' conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans, and other data furnished by the Contractor, provided District executes mutually agreeable electronic document release and indemnity agreements with Architect.
- 7.2.16 Preparation of plans and specifications as required by District to comply with California High Performance Schools program, LEED certification, or other specialized energy or sustainable design criteria.
- 7.2.17 Providing services in connection with DSA closeout matters following Consultant's delivery of a complete close-out package to DSA, except when such services relate to matters that reasonably should have been performed by Consultant prior to delivery of the complete close-out package to DSA.

Attachments to this Appendix:

Exhibit A-I, Responsibility Matrix

**END OF APPENDIX A**



## APPENDIX B TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### STAFFING

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District, acting through its Board of Trustees ("**District**"), and HMC Group ("**Consultant**") for the provision of professional services.

The District has designated Enrique Navas, Assistant Superintendent – Administrative Services as its representative for this project. The Consultant has proposed and District has accepted the following Consultant staff:

<u>Person</u>	<u>Position</u>	<u>Firm</u>
---------------	-----------------	-------------

The foregoing is subject to mutually agreed written revisions.

**END OF APPENDIX B**





## APPENDIX C TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### COMPENSATION

This is an appendix attached to, and made a part of the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("District") and HMC Group ("Consultant") for the provision of professional services.

- 1. Basic Services Fee.** For Basic Services under this Contract, the parties have agreed to compensation as follows: Consultant shall be paid on the basis of the California Office of Public School Construction SAB Architect Fee Schedule. Specifically, Consultant shall be paid a percentage of the "Bid Day Budget" as defined in Appendix F, Project Description, of this Agreement, as follows, it being understood that the percentage rates set forth below shall be applied separately against the Bid Day Budget for sitework and utilities ("Increment 1") and the Bid Day Budget for buildings ("Increment 2"):

Bid Day Budget Amount	Architect Compensation Percentage Rate New Construction	Architect Compensation Percentage Rate Modernization
First \$500,000	9%	12%
Next \$500,000	8.5%	11.5%
Next \$1,000,000	8%	11%
Next \$4,000,000	7%	10%
Next \$4,000,000	6%	9%
Excess of \$10,000,000	5%	8%

The parties agree that, applying this scale to the Bid Day Budget, the Consultant's fee for Basic Service shall initially be \$958,683. Consultant's fee for Basic Services shall be adjusted from time to time to reflect the actual value of the construction contract for the Project. Consultant shall bill for reimbursable expenses as identified below in Section 3 of this Appendix C. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Contract. If District and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract Price established in this Appendix C.

The Contract Amount above is based on the Project Scope in Appendix F including the Bid Day Budget for construction and the change order allowance.

To assist District in determining progress payments, Consultant shall provide District with its Work Plan as described in paragraph 1.11 of the Agreement.

Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase	12 percent	(12%)
Design Development Phase	12 percent	(12%)
Construction Documents Phase	38 percent	(38%)
Agency Review Phase	5 percent	(5%)
Bidding or Negotiations Phase	5 percent	(5%)
Construction Phase	25 percent	(25%)
Closeout	3 percent	(3%)

Total Basic Compensation (100%)

**2. Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

☐ Upon completion of work.

☒ Monthly based upon Consultant's percentage completion of the Services pursuant to this Agreement

2.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

2.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of the Consultants invoice as set forth in the attached schedule.

2.3 Payment for Closeout will be made after DSA certification of project, provided, however, that Consultant shall be entitled to closeout payment upon completion by Consultant of all work required to be completed by Consultant in connection with project closeout,.

**3. Costs and Reimbursables.** The District will pay Consultant for "**Costs and Reimbursable Expenses**" in addition to compensation for Basic and Additional Services at one and one tenth (1.10) times the amounts invoiced to the Consultant for expenses in the interest of the Project as identified below, provided that all Costs and Reimbursable Expenses require supporting documentation that must be included with the Consultant's invoice, submitted pursuant to this Appendix C:

- Expense of printing, plotting and delivery relating to bidding, agency submittals and specific Owner requested prints or plots (other than the base deliverables of plans and specifications identified in the Agreement or identified below as within Basic Services).

In no event shall Costs and Reimbursables exceed \$ \_\_\_\_\_. The following expenses are included as part of Basic Services and are not allowed to be invoiced as Costs and Reimbursable Expenses" as defined above:

- Printing and Delivery. Expense of printing, plotting and delivery for one set of drawings for the District at the time of each milestone submittal.
- Travel. Local Travel (150 miles from either the project site, the Consultant's office(s), or the District's office) incurred by Consultant to District locations and local agencies. All reimbursable travel must be approved by the District in writing and in advance.
- Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs are not recoverable on Basic Services, but are recoverable in connection with Additional Services.
- Delivery Costs. Courier services and overnight delivery costs are not recoverable for Basic Services, but are recoverable for Additional Services if requested by the District/CM.
- Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, are not recoverable for Basic Services, but are recoverable for Additional Services. Reproduction and delivery costs for associated with bidding and construction sets shall be reimbursable.

**4. Additional Services.** The District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Contract executed by the District and the Consultant. Payment for all such Additional Services shall be in an amount and upon the terms set out in such

amendment. Each such Amendment shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount. Each Amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed.

The parties agree that architectural services related to food service, acoustical, storm water pollution prevention planning, extra construction administrative support, data and telecommunications engineering and other such services provided by other specialty consultants, shall all be billed as Additional Services. Such Additional Services shall not be performed and expenses shall not be incurred for such services without the prior written consent of the District's Superintendent or an individual designated in writing by the Superintendent. The parties acknowledge that Consultant's projected design fees include proposed augmentations for such Additional Services in the amount of \$139,659 and that, to the extent that the District does not approve the incurring of some or all of the proposed expenses related to these services, Consultant's compensation as set forth in this Appendix C will be correspondingly reduced.

Likewise, if acceleration of plan development is required during the Schematic Design Phase of the Project owing to the District's need or the conditions of the Project and such acceleration is requested in advance and in writing by the District, Consultant shall be reimbursed for such services on a time and materials basis, to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants at a rate of 110% of the amount expended under the sub-contract.

5. **Record Drawings in BIM Format.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two and a half percent (2.5%) of the Consultant's fee for Increment 1 and Increment 2 Basic Services in consideration of Consultant's work in creating record drawings for the Project in Building Information Modeling ("BIM") format. The parties agree that, applying this scale to the Consultant's Fee for Increment 1 and Increment 2 Basic Services, as initially calculated, the Consultant's allowance for creating such BIM record drawings shall initially be an amount not to exceed \$23,967. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in preparing the BIM record drawings for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 5), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 5), at a rate of 110% of the amount expended under the sub-contract.
6. **Programming.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two tenths of a percent (0.20%) of the Bid Day Budget for sitework and utilities and up to one-tenth of a percent (0.10%) of the Bid Day Budget for buildings in consideration of Consultant's work in programming during the design development phase of the Project. The parties agree that, applying this scale to the Bid Day Budget, as initially calculated, the Consultant's allowance for programming for sitework and utilities (Increment 1) shall initially be an amount not to exceed \$5,343 and the allowance for programming for buildings (Increment 2) shall initially not exceed \$9,042. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in performing programming work for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 6), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 6), at a rate of 110% of the amount expended under the sub-

contract.

7. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 calendar days of receipt.

5.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

5.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable within 30 days of receipt of the Consultants invoice.

The District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursables, or credits from other parties who may be liable for claims by the Owner.

8. **Worksheet.** For clarity, attached as Exhibit C-2 to this Appendix C is a worksheet showing the initial projected total design fees, including augmentations and allowances, as described herein, of \$1,136,695, based on the projected cost of construction for the project. In the event of any discrepancy between this Appendix C and Exhibit C-2, the terms of this Appendix C shall control.

#### **END OF APPENDIX C**

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EXHIBIT C-1

CONSULTANT'S CURRENT HOURLY RATES

[TO BE PROVIDED]



EXHIBIT C-2

CONSULTANT'S FEE WORKSHEET





**Sequoia Union High School District - Carlmont HS**  
**Phase I Classroom Building and Sitework**

**PROJECTED DESIGN FEES BASED ON COST OF CONSTRUCTION**  
**Based on OPSC Fee Guidelines**

**Modernization / Sitework**

Approximate Construction Costs

**Sitework & Utilities**

\$ 1,185,626

**Buildings**

\$

% Rate		Contract Amount	If thresholds	Inc 1 Fee	If thresholds	Inc 2 Fee
12%	of first	\$ 500,000	\$500,000	\$60,000	\$0	\$0
11.5%	of next	\$ 500,000	\$500,000	\$57,500	\$0	\$0
11%	of next	\$ 1,000,000	\$185,626	\$20,419	\$0	\$0
10%	of next	\$ 4,000,000	\$0	\$0	\$0	\$0
9%	of next	\$ 4,000,000	\$0	\$0	\$0	\$0
8%	of costs in excess of	\$ 10,000,000	\$0	\$0	\$0	\$0
		\$10 million				
<b>Estimated Fee</b>				<b>\$137,919</b>		<b>\$0</b>
Fee as a Percent of Construction Cost				<b>11.63%</b>		<b>#DIV/0!</b>

**New Construction / Associated Sitework**

Approximate Construction Costs

**Sitework & Utilities**

\$ 1,486,108

**Buildings**

\$ 9,041,951

% Rate		Contract Amount	If thresholds	Inc 1 Fee	If thresholds	Inc 2 Fee
9%	of first	\$ 500,000	\$500,000	\$45,000	\$500,000	\$45,000
8.5%	of next	\$ 500,000	\$500,000	\$42,500	\$500,000	\$42,500
8%	of next	\$ 1,000,000	\$1,000,000	\$80,000	\$1,000,000	\$80,000
7%	of next	\$ 4,000,000	\$332,104	\$23,247	\$4,000,000	\$280,000
6%	of next	\$ 4,000,000	\$0	\$0	\$3,041,951	\$182,517
5%	of costs in excess of	\$ 10,000,000	\$0	\$0	\$0	\$0
		\$10 million				
<b>Estimated Fee</b>				<b>\$190,747</b>		<b>\$630,017</b>
Fee as a Percent of Construction Cost				<b>12.84%</b>		<b>6.97%</b>

Total Approximate Construction Costs

\$ 2,671,734

\$ 9,041,951

\$ 11,713,685

Ratio % of Construction Costs

22.81%

77.19%

100.00%

**Subtotal Fee**

Fee as a Percent of Construction Cost

\$328,666

12.30%

\$630,017

6.97%

\$ 958,683

8.18%

**Proposed Fee Augmentations**

	% Fee	Inc 1 Fee	Inc 2 Fee
Data/Telco Eng		TBD	\$50,500
Acoustical Eng		TBD	\$24,300
Security Eng		TBD	\$48,663
Storm Water Pollution Prev Plan		TBD	\$3,500
Architectural Coord. (10% of above)		\$0	\$12,696
<b>Total Fee Augmentations</b>		<b>\$0.00</b>	<b>\$139,659</b>

\$ 139,659

**Subtotal Fee**

Fee as a Percent of Construction Cost

Inc 1

\$328,666

12.30%

Inc 2

\$769,676

8.51%

\$ 1,098,343

9.38%

**Typical Project Fee Distribution**

	% Of Fee	Inc 1 Fee	% Of Fee	Inc 2 Fee
Schematic Design	12.0%	\$39,440	12.0%	\$92,361
Design Development	12.0%	\$39,440	12.0%	\$92,361
Construction Documents	38.0%	\$124,893	38.0%	\$292,477
Agency Approval	5.0%	\$16,433	5.0%	\$38,484
Bidding or Negotiations	5.0%	\$16,433	5.0%	\$38,484
Construction Administration	25.0%	\$82,167	25.0%	\$192,419
Closeout	3.0%	\$9,860	3.0%	\$23,090
<b>Basic Services</b>	<b>100%</b>	<b>\$328,666</b>	<b>100%</b>	<b>\$769,676</b>

**Other Services**

(Allowance) Programming (1) (% of Constr)  
 (Allowance) Creating Record Drwgs in BIM (2)

0.20%

\$5,343

2.5%

\$8,217

0.10%

\$9,042

\$15,750

**Total Fee**

Fee as a Percent of Construction Cost

Inc 1

\$342,226

12.81%

Inc 2

\$794,469

8.79%

\$ 1,136,695

9.70%

**Assumptions**

- Fee is based on percentage of construction and is bracketed by 10% max increase/decrease
- CEQA process will be led by others (Architect will incorporate resulting recommendations)
- CAD files will be provided by the District if available
- Topographic, underground utility, and geotechnical reports will be provided by the District
- LEED or CHPS certification is not being sought

**Notes**

- 1 Programming will tailor the Educ Specs and Fac Stds to the project, and is to be billed hourly against allowance
- 2 Record Drawing preparation in BIM is to be billed hourly against allowance



## APPENDIX D TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### INSURANCE

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and HMC Architects (“**Consultant**”) for the provision of professional services.

**1. Consultant’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

**1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant. This level of commercial general liability coverage shall be acceptable as long as Consultant maintains an umbrella liability policy with coverage of not less than \$10,000,000 for each occurrence with an aggregate of \$10,000,000, subject to \$0 retention.

**1.2 Business Automobile Liability Insurance.**

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant. This level of business automobile liability coverage shall be acceptable as long as Consultant maintains an umbrella liability policy with coverage of not less than \$10,000,000 for each occurrence with an aggregate of \$10,000,000, subject to \$0 retention.

**1.3 Workers’ Compensation Insurance.**

Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

**1.4 Professional Liability Insurance.**

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and

aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$75,000 for each claim, or \$25,000 on proof of solvency to \$75,000 on the ledger, with no exclusion for claims of one insured against another insured. Consultant shall maintain this coverage for a period of three (3) years after the completion of the Services and provide annual certificates of insurance evidencing the same if requested by District.

**2. Insurance policies shall contain an endorsement containing the following terms:**

Status of Sequoia Union High School District as Additional Insured.

- 2.1 On Consultant's Commercial General Liability policy and Automobile Liability Policy Sequoia Union High School District, and its affiliates, directors, officers, officials, partners, representatives. Employees, consultants, sub-consultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured there shall be a waiver of subrogation as to each named and additional insured.
- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except for non-payment of premium, for which notice shall be ten (10) days.
- 2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or sub-consultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX D**

## **APPENDIX E TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **LIST OF REQUIRED DELIVERABLES**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and HMC Group (“**Consultant**”) for the provision of professional services.

#### **1. Project Deliverables**

- 1.1 Performance Schedule.
- 1.2 Consultant’s coordination reports and or meeting minutes for District’s coordination of its activities.
- 1.3 Monthly Status Report (with each payment application).
- 1.4 Work Plan.

#### **2. Schematic Design Phase.** The deliverables required by the Schematic Design Phase are defined in Section 2 of Appendix A and include, but are not limited to, the following deliverables:

- 2.1 Preliminary layouts, sketches and schematic design criteria, outline specifications, with supporting reports and exhibits.
- 2.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 2.3 Preliminary phasing recommendations, if any.
- 2.4 Design basis report or specifications.

#### **3. Design Development Phase.** The deliverables required by the Design Development Phase are defined in Section 3 of Appendix A and include, but are not limited to, the following:

- 3.1 Design Development Phase plans, specifications, engineering calculations, area calculations.
- 3.2 Updated rough estimate of construction costs.
- 3.3 Preliminary engineering calculations.
- 3.4 Construction phasing recommendations and permit requirements, if any.

#### **4. Construction Document Phase.** The deliverables required by the Construction Documents Phase are defined in Section 4 of Appendix A and include, but are not limited to, the following:

- 4.1 50% and 90% construction documents deliverable.
- 4.2 Final plans and specifications, including AutoCAD files and any necessary supplementary conditions to the construction contract.
- 4.3 Final engineering calculations.
- 4.4 Revised rough estimate of construction Costs.

5. **Bidding.** The deliverables required by the Bidding Phase are defined in Section 5 of Appendix A and include, but are not limited to, the following:
- 5.1 Written addenda (where necessary).
  - 5.2 Written determinations regarding proposed substitutes.
6. **Construction Phase.** The deliverables required by the Construction Phase are defined in Section 6 of Appendix A and include, but are not limited to, the following:
- 6.1 Necessary notices, communications, interpretations, clarifications, as required by section 6, and in the format required by Section 6, including without limitation:
    - 6.1.1 Certificates of Substantial Completion and Final Completion.
    - 6.1.2 Punchlists.
    - 6.1.3 Electronic record sets and sets of reproducible record prints of plans showing changes made during construction.
    - 6.1.4 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

**END OF APPENDIX E**

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## **APPENDIX F TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **PROJECT DESCRIPTION**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and HMC Group (“**Consultant**”) for the provision of professional services.

1. **Program:** The program for these services includes the design and building of a new twelve classroom, two story wing on the Carlmont High School campus, to be placed at the existing parking lot near the existing T Wing of the campus and the relocation of two existing modular classrooms. The program includes ix standard classrooms, six labs of various types, one flex/collaboration space, student and staff restrooms on both floors, electrical and data equipment rooms, an elevator, a bridge to connection this new wing to the campus’ existing U Wing, and circulation space.

2. **Project Bid Day Budget.**

The Project’s Bid Day Budget (“**Bid Day Budget**”) is initially the Project Budget attached as Exhibit F-1 to this Appendix F. The Bid Day Budget is initially \$11,713,685, provided, however, that the Bid Day Budget shall be adjusted to reflect the value of the construction contract actually awarded for the Project. Consultant’s compensation for Basic Services under the Contract shall be adjusted to reflect any changes in the Bid Day Budget. The parties agree that the Bid Day Budget as initially set in this Contract contains a twenty percent (20%) design contingency. The parties agree that, at the end of the design development phase of the Project, the design contingency shall be reduced to ten percent (10%) and that Consultant’s compensation shall be adjusted accordingly; and that, at the conclusion of the construction documents phase of the Project, the design contingency, if not used, shall be reduced to zero percent (0%), and that Consultant’s compensation shall be adjusted accordingly. Consultant’s design hereunder must conform to District’s Bid Day Budget. Consultant shall access the design contingency only with the written consent of the District.

3. **Project Schedule**

Consultant’s timetable for the Services shall be as shown in Exhibit F-2, Project Schedule (see below for schedule). Time limits established by this schedule and approved by the District shall not, except for reasonable cause, be exceeded by the Consultant or District. The District and Consultant agree and acknowledge, however, that the performance of the Consultant’s services may depend upon other parties and circumstances which the Consultant cannot control. The schedule, therefore, shall be extended by agreement between the District and Consultant, except to the extent the Consultant (including its consultants) is responsible for Project delays.

4. **Project Drawings**

Drawings now available indicating the planned scope of the work are attached or referenced in Exhibit F-3, Project Drawings. Not applicable at time of agreement.

Attachments to this Appendix: Exhibit F-1 and Exhibit F-2.

**END OF APPENDIX F**

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2014\Appendix F Carlmont HS (HMC Architects).docx



EXHIBIT F-1

PROJECT BUDGET

[TO BE PROVIDED]



EXHIBIT F-2

CONSULTANT'S TIMETABLE

[TO BE PROVIDED]



# **APPENDIX G TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

## **PROJECT SCHEDULE**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and HMC Architects (“**Consultant**”) for the provision of professional services.

<u>TASK NAME</u>	<u>COMPLETION DATE</u>
Programming	10/13/2014
Schematic Design	11/25/2014
Increment 1 – Site	
50% Construction Docs – Increment 1 Site	12/23/2014
100% Construction Docs – Increment 1 Site	1/27/2015
DSA Review and Approval – Increment 1 Site (3 mos)	4/21/2015
School Board Approval to Bid Increment 1	5/11/2015
Bidding/Negotiation – Increment 1 Site	6/17/2015
Construction – Increment 1 Site	10/1/2015
Increment 2 – Building	
Design Development – Increment 2 Building	1/21/2015
Construction Documents – Increment 2 Building	3/12/2015
DSA Review and Approval – Increment 2 Bldg (6 mos)	9/10/2015
School Board Approval to Bid Increment 2	9/11/2015
Bidding/Negotiations – Increment 2 Building	10/21/2015
Construction – Increment 2 Building	7/20/2016
Move In	8/16/2016

**END OF APPENDIX G**





**Contract for Professional Architectural Services at the Sequoia Union High School District's Woodside High School Campus**

**AGREEMENT**

**BETWEEN**

**HMC GROUP**

**AND**

**SEQUOIA UNION HIGH SCHOOL DISTRICT**

**DISTRICT CONTRACT NO. \_\_\_\_\_**

# CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS CONTRACT FOR CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES ("Contract") is entered into as of October 8, 2014, between the **Sequoia Union High School District ("District")**, and HMC Group ("**Consultant**"), who agree as follows:

1. **Scope of Professional Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix C ("**Compensation**"), which appendices are attached and incorporated herein by reference into this Contract.

2. **Term.** This Contract shall become effective upon its execution by Consultant and by District. All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

3. **Standard of Performance.** Consultant shall not assign any portion of this Contract and shall perform the Services using the persons and sub-consultants listed in Appendix B ("**Staffing**"). Consultant shall hire only qualified persons who are experienced in performing work of like nature and complexity to the Services. Consultant may substitute personnel or sub-consultants only upon the District's written consent, which will not be unreasonably withheld provided Consultant proposes substitute personnel or sub-consultants with equivalent qualifications. Consultant represents that its employees possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that performs professional services of like nature and complexity of the Services.

4. **Indemnification and Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save harmless District and all of its officers, directors, representatives, agents and employees, from and against any and all claims and liability to the extent resulting from Consultant's negligence, recklessness or *willful* misconduct or breach of this Contract. Such indemnity shall not extend to the extent of District's *active* negligence or willful misconduct. Notwithstanding any provision of this Contract, the District shall not be liable to Consultant or any sub-consultant, in either contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. District's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation. The Consultant's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for reasonable attorneys fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the professional negligence, recklessness or willful misconduct of the Consultant on a comparative fault basis; but not or any loss, injury, death or damage caused by the negligence, recklessness, or willful misconduct of District or of other third parties for which the Consultant is not legally liable.

5. **Notices.** The District and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail, to the following addresses and facsimile numbers:

CONSULTANT: HMC Group  
1570 The Alameda, Studio 330  
San Jose, CA 95126  
Attention: Lee Salin  
Phone: 408-977-9160; Fax:

DISTRICT: Sequoia Union High School District  
480 James Avenue  
Redwood City, California 94062  
Attention: Enrique Navas, Assistant Superintendent  
Phone: 650-369-1411 extension 2217



**6. Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, sub-consultants and agents in connection with the performance of Services under this Agreement. Under no circumstances shall this Contract be construed as creating an employment agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services, and or goods delivered pursuant hereto.

**7. Suspension and termination of Services.** (i) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates this Contract for default Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from, and to the extent caused by, such breach and termination. (iii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District's best interests. In the event District terminates this Contract for convenience, Consultant shall be entitled to recover its fees and costs earned pursuant to Appendix C of this Agreement up to the termination, but may recover no other cost, damage or expense. (iv.) If at any time District believes Consultant is in default or that it appears reasonably probable that Consultant may default under this Agreement, District may in its sole discretion, demand Consultant provide District within seven (7) days, written assurances of performance and a written plan to cure or prevent such default, and failure to do so shall constitute an event of default.

**7a. Suspension and Resumption:** If the Project is suspended by the District for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

**7b. Failure to Make Payments:** Failure of the District to make two consecutive payments to the Consultant in accordance with this Agreement, except for disputed amounts may, upon 15 days written notice to the District and failure to cure before the end of the 15 day period, be considered substantial nonperformance and cause for termination.

**8. Confidential Information.** Consultant agrees that all information disclosed by District to Consultant, or developed by Consultant in the performance of its Services, is confidential and shall be held in confidence and used only in the performance of this Contract. Consultant agrees that it shall not disclose to third parties outside of the District any information, unless and only to the extent necessary for the performance of the Services, *unless the District gives it written consent to disclosure, or by order of a court with jurisdiction over the matter.*

**9. Ownership of Work Product.** Any interest (except copyright interests) of Consultant or its subcontractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepaid by Consultant or its subcontractors or sub-consultants in connection with the Services, shall become the property of the District. Regarding copyright interests, Consultant grants District a license to copy and use all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Services, for purposes related to the Project. If District alters or re-uses for construction any drawings, plans or any other design documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Project following termination or completion of the Project, the District agrees to remove the names and seals of the Consultant and the Consultant's consultants, and shall

indemnify, defend and hold Consultant harmless from and against any third party claims that result of such use or reuse of the Consultant's drawings, plans or any other design documents (including electronic media).

**10. Audit/Inspection of Records.** Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, timecards, records and all other data related to matters covered by this Contract. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records at mutually convenient times. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

**11. Disputes.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder, including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes. The District may withhold only those funds that are in dispute. In the event that the withholding by the District exceeds 10% of the total fee, the Consultant may discontinue work on the Project pending the good faith resolution of the dispute by both parties in accordance with this Article 11 of the Agreement. In the event the amount withheld is less than 10% of the total fee, Consultant agrees it will neither rescind this Agreement, nor stop the progress of its services in accordance with the Agreement pending a subsequent resolution of such disputes. Consultant shall continue its work, and the District shall continue to make payments for undisputed work, throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract. As a precondition to litigation by any party, mediation shall occur before a mediator and at a time/location mutually agreed upon, and if agreement is not reached, then by a mediator and at a time/location selected by the San Mateo County Superior Court using a list of construction industry mediators qualified by the American Arbitration Association and setting a time location it deems reasonable (but within 60 days of the initial mediation demand). The cost of such mediation (i.e., the mediators fees and costs) shall be borne equally between the parties.

**12. California Law.** This Contract shall be deemed to have been executed in San Mateo County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in San Mateo County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

**13. No Third Party Beneficiaries.** Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

**14. Entire Contract.** This Contract, all Appendices to the Contract, and any written modifications to them shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

**15. No Waiver.** The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Contract including, but not limited to, its obligations to perform at all times in accordance with contract standards and requirements. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision

hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

**16. Statutes of limitation.** As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

**17. Hazardous Materials.** In the event the District or Consultant is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous, contaminants, materials, air pollutants or water pollutants at the site expressly subject to regulation under state or federal laws governing hazardous materials ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Upon such knowledge or notice, the District shall promptly retain a qualified consultant to investigate, test, and determine the presence of such Hazardous Substances and, if such Hazardous Substances are found at the site to an unacceptable degree, to provide services that may include, among other things, recommendations as to the removal, encapsulation, or other appropriate handling of such Hazardous Substances. The District shall retain qualified experts in handling of such hazardous Substances

**17.1** The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos, and/or lead containing material, at its sole cost.

**17.2** In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products, or materials at or near the Project site, the District agrees, to the fullest extent permitted by the law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material or hazardous or toxic substance, products or material, that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability, or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

**17.3** The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter of hazardous materials, as these terms are defined in applicable federal or state statutes.

**18. Professional Credits.** Unless the District requests otherwise, the Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's professional materials. The Consultant's materials shall not include the District's confidential or proprietary information if the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

**19. Appendices.** The following appendices and Exhibits are part of this Master Agreement and are incorporated into the Agreement by reference.

Appendix A.	Services
Appendix B.	Staffing
Appendix C.	Compensation
Appendix D.	Insurance
Appendix E.	List of Required Deliverables
Appendix F.	Project Description
Appendix G.	Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

SEQUOIA UNION HIGH SCHOOL DISTRICT, Acting by and through its Board of Trustees

By:

\_\_\_\_\_  
James Lianides, Superintendent

HMC GROUP

By \_\_\_\_\_

Full Name and Title:

[If corporation should be signed by Chairman, President or Vice President; and CFO or Secretary. If partnership, by general partner; if limited liability company, by member or manager, as appropriate]

By: \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

By. \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

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## APPENDIX A TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### SERVICES

This is Appendix A, "Services," attached to, and incorporated by reference into, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("District") and HMC Group ("Consultant") for the provision of professional services.

1.0 Consultant shall provide the services described here.

#### 1.1 Scope of Services.

Performance of Services shall require Consultant to work with, meet with, and attend meetings with District staff and representatives, with inspectors, with testing agencies, with other governmental agencies, with contractors, and with such other consultants as District and Consultant determines necessary, and to the extent reasonably necessary, for the design and construction of the Project and performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).

Except as specifically and expressly excluded from the scope of work in this Appendix A, Consultant shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete each Project, including but not limited to, all architectural services and all civil, electrical, mechanical, structural engineering services and any sub-consultants as required to perform the Services and complete each Project (Furniture and equipment may be shown on the Drawings, but furniture and equipment lists, and traffic engineering, however, if necessary, will be compensated as an Extra Service, as defined herein). Specialty consultants, if necessary and agreed to by the District, will be compensated as an Extra Service.

#### 1.2 California School Construction Laws.

Services performed by Consultant shall conform to the requirements of the laws of the State of California applicable to school construction, including but not limited to, the requirements of the California Business Professions Code, the California Education Code, and the California Code of Regulations. As required by the California Education Code and Code of Regulations, all plans, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Consultant, shall be prepared by or under the direct supervision of licensed personnel. As referenced in those codes, "Responsible Charge" for the work shall be with a Registered Architect/Engineer licensed in the State of California: and such personnel shall also be in "responsible charge" of observation of the construction, as required by those codes.

#### 1.3 Title 24 Compliance.

1.3.1 To the extent applicable to Consultant's Services, Consultant shall, consistent with the standard of care established by this Agreement and industry practice, comply with all requirements of all laws as if set forth in this Agreement, including but not limited to, the State Building Code, Part I, Title 24, California Code of Regulations ("Title 24"). Consultant shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 4-341 of Title 24, which include, but are not limited to, the following:

1.3.1.1 Architect shall use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the Project and endeavor to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are

subject to conflicting interpretations of the law. However, Architect does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirement of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of the District.

- 1.3.2 Prepare all project designs to meet building standards set by law, including but not limited to those set forth in Parts 2, 3, 4., 5 and 7, Title 24, in effect at the time of bidding, which are minimum standards applicable to school construction; coordinate submission and approval of same to Division of State Architect (“DSA”).
- 1.3.3 Coordinate and cooperate fully with the DSA, and any other authority with jurisdiction to secure timely review and approval of Consultant’s work, including but not limited to:
  - 1.3.3.1 Consultant will estimate review time for DSA review of plans and specifications based on DSA’s published review time and, to the extent reasonable, through discussions with DSA regarding anticipated review time. Such estimates will be incorporated into the project schedule, it being understood that Consultant has no control over DSA review time;
  - 1.3.3.2 Submitting, in a timely manner, Construction Change Directives to DSA when required as a structural, life safety, access, or other issue requiring DSA review;
  - 1.3.3.3 Using Consultant’s efforts to secure early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
  - 1.3.3.4 Contacting DSA to determine the required DSA fee for submittal and advise the District at least four weeks in advance of submittal, so as to help avoid delay.
- 1.3.4 Coordinate and cooperate fully with the DSA in its required observation of construction.
- 1.3.5 Designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each project.
- 1.3.6 Submit to DSA Verified Reports on the form and frequency required by Title 24, showing that based on consultant’s personal knowledge as defined by Title 24, the work is in conformance with the approved plans and specifications. Obtain Verified Reports from consultants and Owner and submit to DSA as required by Title 24.
- 1.3.7 Advise on selection of the DSA certified Project Inspector and testing laboratories; and preparing addenda and change orders as required by conditions on the project.
- 1.3.8 Perform general observation of the work of construction, interpreting the approved drawings and specifications.
- 1.3.9 Receive and act upon all technical correspondence from the State to the architect or registered engineer in general responsible charge of the project.
- 1.3.10 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the project, Consultant’s sub-

consultants, submitting information to DSA, and general direction of the work of the Project Inspector (as set forth in Title 24, Part I, 4-341(d)).

1.3.10.1 Consultant shall specify testing requirements where required in the construction documents, and prepare a testing and inspection report to submit for review and approval by DSA. When materials fail to comply with these tests, the Consultant will cooperate with the Inspector of Record, the Owner and if applicable, the Construction Manager in reviewing the General Contractor's response and solution to the specific testing failure. The General Contractor is responsible for meeting the requirements of the contract documents.

1.3.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which have been approved by Consultant to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Consultant, to the extent required by the California Code of Regulations, Title 24, Part I, 342(a).

1.4 State Communications: Assist with and coordinate communications with Office of Public School Construction and coordinate any necessary Department of Education approvals.

1.5 Design Criteria.

1.5.1 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications or design-build submittals from Contractors will be allowed only when necessary, and otherwise permitted by applicable law and regulation.

1.5.2 Unless otherwise permitted in writing by District or in accordance with the District Standards (to be issued), Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision. Should District approve Consultant specifying a proprietary or sole source item, Consultant shall recommend and with District approval, assist District by taking appropriate actions to obtain reasonable pricing of the item in the absence of competitive pricing.

1.5.3 When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems, and processes reflecting a particular manufacturer and that manufacturer's proprietary characteristics, including designation of such materials, processes, and systems as 'no substitution'. District agrees to indemnify Architect for 'no substitution' direction, including all claims concerning Public Contract Code Section 3400.

1.5.4 The District understands and agrees that materials, systems, and/or processes that are permissible under the current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics. In such cases, the District agrees to waive any and all claims against Architect as a result of such changes in the definition of such materials, systems, and/or processes in the future.

1.5.5 The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting formats, or other data management and reporting systems without Architect's consent.

- 1.5.6 Architect agrees to meet and coordinate with District Construction Management (CM) consultants, and to review documents proposed for use by the CM, including specification sections. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding the use of such documents, including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.
- 1.5.7 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like, and that such access is in conformance with Cal OSHA requirements.

1.6 Coordination with District.

For each phase of the Services under this Contract, up to the bid and construction phase, Consultant shall prepare and submit for District's acceptance a coordination report or meeting minutes. The purpose of this coordination report or meeting minutes shall be promoting coordination between the District and the Consultant, and to serve as a "to do" list for District in the succeeding phase of Services. The coordination report or meeting minutes for each phase of the Services under this Contract shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Contract. The coordination report or meeting minutes shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The coordination report or meeting minutes shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project. If submitted as meeting minutes, then the coordination report shall be separately identified as "District's Action Items" and shall then list all required items at least 30 days in advance of the item's due date.

1.7 Progress Schedule.

A progress schedule is incorporated into this agreement as Exhibit G. This schedule incorporates District review durations of one week for Schematic Design, and Design Development, and two weeks for 50% Construction Documents and 100% Construction Document Phases. It is understood by all parties to this agreement that the design process is an iterative process. Each phase of the work depends on decisions made during previous phases of the work. District agrees to make decisions on a timely basis so as not to delay the progress of the work. The Consultant may rely on those decisions and approvals. If decisions or approvals made in a previous phase or time period are then changed or withdrawn at a later time or during a later phase of the work, and if those revisions result in additional time and / or effort on the part of the consultant and its sub consultants, the District agrees that the additional effort required will be compensated as additional services under the terms of this Agreement, and that additional time will be added to the schedule commensurate with the magnitude of the revision. The parties agree, however, that all Additional Services, as defined herein, shall be requested and approved by the District as set forth in Section 7 of this Appendix A. Consultant shall be entitled to compensation only for Additional Services under this Section 1.7 that are approved in advance pursuant to Section 7 of this Appendix A.

1.8 Coordination With Other Consultants / Sub-consultants.

Consultant shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing its Services. Consultant shall participate in design coordination meetings with its sub consultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination of design work and the performance of each consultant and sub consultant of their design



responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Status Report.

Consultant shall provide District with a written Monthly Status Report (MSR). The MSR shall briefly, in a format approved by District, review project status, budget, schedule, work performed and contract deliverables. It shall also describe any areas where performance varies from plan, any actual or anticipated problems and Consultant's recommendations for preventative or corrective actions. Consultant shall meet with District monthly, or more often as needed, to discuss the Monthly Status Report and to plan actions. Consultant shall prepare and submit to District, minutes of these meeting, summarizing agreed on decisions and action.

1.10 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix E (List of Required Deliverables) to the Contract. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and reasonable modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.11 Consultant's Proposed Scope of Work.

Consultant shall supply District with a copy of its proposed Work Plan, developed for its own internal project planning, tracking and coordination ("Work Plan"). The Work Plan shall indicate how the Consultant plans to provide the scope of services and achieve the results described herein, and any additional negotiated scope of work items. District receives the Work Plan for information only and has no responsibility for approving it. This Appendix A and the Work Plan are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

1.12 Site Verification Review.

Consultant shall review existing District data, reports, plans and other information regarding the Project Site ("Site"), and perform visual field observations as necessary to become familiar with the Site. However, such field surveys shall not be construed as a replacement for Record or 'As-Built' documents, and do not document the detailed layout and character of existing building connections, piping, conduits, and related building system elements, nor require destructive investigation. Architect shall be entitled to rely on engineering data, capacity, and capability provided by utilities and public agencies. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project. District will take the lead and Consultant will assist in soliciting, evaluating and executing agreements for information as described above. Consultant will assist District, particularly in defining the need for such information and its requirements upon which District may request proposals. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project, including, but not limited to: all existing building systems, onsite, off-site utility and service systems; chemical, air, and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at Project sites.

1.13 Hazardous Materials

The Owner will provide Hazardous Materials Surveys, Hazardous material abatement plans, geotechnical investigations with soil mitigation recommendations (if necessary), foundation and pavement recommendations, California Environmental Quality Act (CEQA)

studies (if necessary), Department of Toxic Substance Control approval, if necessary, traffic studies, if necessary, and other specialty consultants not listed under basic services that may be required during the course of the work.

2. **Schematic Design Phase.** After receipt of the executed Contract from the District, Consultant shall prepare and deliver the following schematic design documents to the District:

2.1 Schematic Design Phase Documents

Schematic Design Phase Documents shall consist of reports containing conceptual layouts, sketches and schematic design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- 2.1.1 Plan list.
- 2.1.2 Site plan(s).
- 2.1.3 Schedule of building types, equipment, machinery, systems, wall types, roofing systems, HVAC and control systems.
- 2.1.4 Representative building sections and elevations.
- 2.1.5 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed.
- 2.1.6 Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project.
- 2.1.7 Projects specific analysis of codes, ordinances and regulations.
- 2.1.8 Three-dimensional line drawings or plans.
- 2.1.9 Initial construction phasing recommendations.

Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project. Consultant shall develop Schematic Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to twice monthly.

Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including, but not limited to, applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

At the conclusion of the Schematic Design Phase, Consultant shall prepare and deliver to the District, based on information available to Consultant at that time, an estimate and opinion of Project construction costs.

2.2 Design Basis Report

Consultant shall provide a narrative report describing for each design discipline and the rationale for the proposed systems. Disciplines shall include architectural, structural, mechanical, electrical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping. The rationale shall include initial costs, life-cycle costs, life expectancy and maintenance considerations. The design basis report shall include, for major building systems or components. (i.e. those comprising 25% of all building systems or components costs), a description of the top two or three options considered, an evaluation of their pros and cons and why the preferred option is recommended.

3. **Design Development Phase.** After receipt of District's written approval of the Schematic Design Phase

documents, Consultant shall proceed as follows:

3.1 Final Design Criteria

Consultant shall prepare final design criteria or outline and technical specifications. Consultant shall participate in progress meetings with District representatives and any involved sub-consultants, at District's request, up to twice monthly, to review and secure District's written acceptance of final design criteria.

3.2. Design Development Documents

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

- 3.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements.
- 3.2.2 Revised Plan list.
- 3.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.
- 3.2.4 As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the work,
- 3.2.5 Prepare a design development level estimate of anticipated construction cost (reflecting the anticipated value of the low responsive responsible bid of the project), accompanied with analysis and justification for each element of the estimate. Estimates of Construction Cost represent the Consultant's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the District has control over the cost of labor, materials or equipment, or market conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the District's Project Budget.
- 3.2.6 Recommendations for scheduling and phasing of construction. Consultant shall include in these recommendations a list of all known permits or similar approvals or fees required by authorities with jurisdiction over the Project, the dates on which applications should be made or fees paid and approvals secured, and shall assist District in filling out applications and supporting documents as necessary, to avoid delay or disruption to the work.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. For major equipment and system specifications (comprising over 25% of anticipated project value), Consultant shall also submit first cost and life-cycle cost analysis, with comparative analysis for the selected equipment system item and two other alternative equipment items considered by Consultant but not selected only if there are viable alternate choices.

- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for mechanical and electrical systems (for example: temperature, humidity, lighting levels and floor live load design shall be slated for general and special occupancy areas).

**4. Construction Document Phase.** After receipt of District's written approval of Design Development documents, and any adjustments in the scope and budget, the Consultant shall prepare the following Construction Documents:

**4.1 Final Plans and Technical Specifications**

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and technical specifications to show in adequate detail to a generally competent contractor all of the labor, materials, equipment and/or work to be furnished and performed by Contractor in order to deliver a competently constructed project. Consultant shall modify the final plans and technical specifications in accord with District's final review comments, as necessary. Plans and technical specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor. Consultant shall deliver to District two (2) complete sets of final 100% Plans and technical specifications.

**4.2 Format of Technical Specifications.**

Consultant shall prepare final technical specifications in conformance with the 46-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District's Divisions 0 and 1 standard specifications.

**4.3 Auto CAD, BIM and Other Electronic Data.**

After District executes mutually agreeable electronic document release and indemnity agreements with Architect, provide Building Information Modeling (BIM) or AutoCAD (Release 2004 or newer) files of all Plans including as-bid, as-built, and all record Plans on CD (based on the District's horizontal and vertical controls) as requested by District. Prepare PDF electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD and shall conform to District Standards (to be supplied.) These drawings (and/or corrected specifications) have been prepared based on information submitted, in part, by others. The Architect will provide a review consistent with its legal standard of care.

**4.4 Compliance with Codes, Regulations and Requirements**

All Plans, technical specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the standard of care applicable to architects performing such services in the State of California when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Contract, all energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project. District will be responsible for all hazmat and California Environmental Quality Act (CEQA) compliance required.

#### 4.5 Supply of Design Calculations

Consultant shall provide District with copies of all final electrical, mechanical and structural design calculations, organized by discipline and application. Consultant shall provide District with a final update on the final design criteria utilized.

#### 4.6 Quality Levels and Quality Control Procedures

The Plans and Specifications must clearly identify and describe the all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet, or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

#### 4.7 Phasing Recommendations.

Consultant shall assist the District/CM in providing, at 50% completion of this phase, a recommended construction-phasing schedule for the construction work, which will minimize disruption to District operation and adjacent/concurrent construction projects.

#### 4.8 50% Construction Documents Review.

Consultant shall submit to District for District's review and comment the Construction Documents (Plans and Specifications) developed in this Phase at 50% completion and again at 90% completion. Consultant shall allow District one week for review of its 50% and 90% construction documents deliverable. Consultant shall respond to District comments and incorporate those comments as necessary in the Consultant's professional judgment prior to submittal to DSA.

#### 4.9 90% Review and Estimate of Construction Cost.

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and estimate of Project construction costs. If the cost estimate based on the final Plans and specifications exceeds the project budget as defined in Appendix F, Project Scope as may be amended, the Consultant shall recommended revisions to the plans and specifications that will reduce costs to the budget amount and upon approval of the District, shall make such revisions.

### 5. **Bidding and Award Phase.**

5.1 After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist the District/CM in administering the bidding and award of the construction contract. This shall include:

- 5.1.1 Consult with District/CM concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 5.1.2 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment as requested by the District or to respond to bidder requests.
- 5.1.3 Attend the bid opening and assist District in evaluating bids.

5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor

exceeds the latest accepted estimate of construction costs, District may, at its discretion:

- 5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.
- 5.2.2 Reject all bids and rebid the contract.
- 5.2.3 If the bid amount is more than 10% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase in 4.9 above, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work. Whenever possible, alternates will be additive, not deductive. Deductive alternate shall not be used to meet the 10% limit above.
- 5.2.4 Abandon the Project and terminate this Contract.

**6. Construction Phase.** After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work, to the extent possible with limited construction observation.

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. The attached Exhibit A-I. Responsibility Matrix describes more fully the Consultant's services during the Construction Phase. This Appendix A and Exhibit A-I are deemed complimentary: what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence, subject to Paragraph 7 below.

- 6.1 The Consultant shall attend the pre-construction conference, the weekly owner-architect-contractor (OAC) meeting, and any dispute resolution conferences when requested by the District. Architect shall maintain minutes of the weekly OAC meeting.
- 6.2 The Consultant shall review Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents. The Consultant shall review the documents within ten (10) working days and shall do so consistent with the terms of the Construction Contract.
- 6.3 The Consultant shall periodically visit the site to monitor the quality and progress of the work and furnish written field reports as needed. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. If the original schedule is extended for reasons other than the fault of Consultant (or Consultant's consultants), the District may direct additional work monitoring as additional services. Consultant shall advise District in writing of Consultant observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing or supplying portions of the Work.
- 6.4 The General Contractor shall have the duty to determine the methods and means to achieve the intent of the design, as described in the Construction Documents. The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.

- 6.5 Consultant shall issue necessary interpretations, clarifications and request for information (RFI) replies regarding the Contract Documents, supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project, while allowing sufficient time in the Consultants professional opinion to permit adequate review. Unless mutually agreed to with the District otherwise, the consultant shall respond to RFI's no longer than an average of five (5) working days after their receipt and other submittals no longer than ten (10) working days after their receipt.
- 6.6 Consultant shall maintain to the satisfaction of District its own computer database system of RFI's and submittals, showing dates received from and returned to Contractor so that RFI's are processed promptly as to not delay the construction schedule. Consultant shall expedite responses to RFI's that Contractor indicates are time critical. The system shall show the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.
- 6.7 The Consultant shall require any sub-consultant to provide the Services listed in this section where and as applicable and to visit the project during the time that construction is occurring on the Portion of the work related to its discipline and report in writing to the Consultant.
- 6.8 The Consultant shall promptly notify District in writing of those defects or deficiencies in the work, to the extent possible with limited site observation, or of any matter of dispute with the Contractor that the Consultant is aware of.
- 6.9 Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, Consultant shall assist District in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Consultant shall sign payment applications from the contractor to reflect Consultant's recommendation that payments be made, and shall ensure proper conditional and unconditional waivers are included with payment applications prior to submitting such applications to the District for final action. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 6.10 Consultant shall assist the inspector in establishing and maintaining to the satisfaction of District a computer database or spreadsheet that shall contain complete and accurate records regarding known defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Such database shall be available to District at all reasonable times and be turned over to District upon completion or termination of this Contract.
- 6.11 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). District/CM shall ensure that those under contract with the District furnish copies of the required reports, etc. to the Architect.
- 6.12 Consultant shall review work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall perform one (1) punchlist review and one (1) follow-up review. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.
- 6.13 The Consultant shall regularly review the contractors' as built Plans, showing "as built"

conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.

- 6.14 Promptly advise Owner of any anticipated or actual disputes or claims and attempt to resolve disputes that Consultant becomes aware of. Failing to do so, provide Owner with a written summary of the dispute, the respective positions of the parties and a recommended settlement. Any further Consultant dispute resolution services except as may be due to a deficiency in Consultant's services will be additional services.

7. **Additional Services.** All Services identified in the foregoing sections of this Appendix A are "Basic Services". The District may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract ("Additional Services"). Services required to be performed by Consultant upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Plans and Specifications prepared by Consultant. All such services necessary because of Consultant's errors, omissions or conflicts of any type in Consultant's Plans and Specifications shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant, except for unforeseen conditions or additional agency requirements after plan approval by such agency. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services, unless mutually agreed to by the District and Consultant.

- 7.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Appendix C.

- 7.2 Services. The following services shall be considered Additional Services:

- 7.2.1 Making revisions in reports, drawings, or other documents, if:

7.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services as described in this Section 7: and

7.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment, revision or interpretation of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.

- 7.2.2 Changes in scope such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

- 7.2.3 Required out-of-town travel beyond limits specified in Appendix C.

- 7.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.

- 7.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking to the extent not required by other provisions of this Agreement.

- 7.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other



proceeding or legal proceeding.

- 7.2.7 Preparation of applications and supporting documents for governmental grants and permits (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services). Preparing applications for state funding or for State Allocation Board (SAB) actions.
- 7.2.8 Participating in more than three public meetings. Public meetings exclude normal project meetings with District, users, site committees, contractors, and others and are limited to meeting scheduled specifically for public participation or input.
- 7.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 7.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 7.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, extended Construction not due to the default of the Consultant, Punchlist and Close Out Services, whenever performed, shall be Basic Services).
- 7.2.12 Providing services in connection with replacement of Work damaged by fire or other causes and furnishing services required in connection with the replacement of such work.
- 7.2.13 Providing services made necessary by the default or termination of the Contractor.
- 7.2.14 Preparing documents for alternate, fast-track, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 7.2.15 Prepare a CADD set of reproducible record prints of Plans showing 'As-Built' conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans, and other data furnished by the Contractor, provided District executes mutually agreeable electronic document release and indemnity agreements with Architect.
- 7.2.16 Preparation of plans and specifications as required by District to comply with California High Performance Schools program, LEED certification, or other specialized energy or sustainable design criteria.
- 7.2.17 Providing services in connection with DSA closeout matters following Consultant's delivery of a complete close-out package to DSA, except when such services relate to matters that reasonably should have been performed by Consultant prior to delivery of the complete close-out package to DSA.

Attachments to this Appendix:

Exhibit A-I, Responsibility Matrix

## **END OF APPENDIX A**



## APPENDIX B TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### STAFFING

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District, acting through its Board of Trustees ("**District**"), and HMC Group ("**Consultant**") for the provision of professional services.

The District has designated Enrique Navas, Assistant Superintendent – Administrative Services as its representative for this project. The Consultant has proposed and District has accepted the following Consultant staff:

Person	Position	Firm
<hr/>		

The foregoing is subject to mutually agreed written revisions.

**END OF APPENDIX B**



## APPENDIX C TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### COMPENSATION

This is an appendix attached to, and made a part of the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“District”) and HMC Group (“Consultant”) for the provision of professional services.

- 1. Basic Services Fee.** For Basic Services under this Contract, the parties have agreed to compensation as follows: Consultant shall be paid on the basis of the California Office of Public School Construction SAB Architect Fee Schedule. Specifically, Consultant shall be paid a percentage of the “Bid Day Budget” as defined in Appendix F, Project Description, of this Agreement, as follows, it being understood that the percentage rates set forth below shall be applied separately against the Bid Day Budget for sitework and utilities (“Increment 1”) and the Bid Day Budget for buildings (“Increment 2”):

<b>Bid Day Budget Amount</b>	<b>Architect Compensation Percentage Rate New Construction</b>	<b>Architect Compensation Percentage Rate Modernization</b>
First \$500,000	9%	12%
Next \$500,000	8.5%	11.5%
Next \$1,000,000	8%	11%
Next \$4,000,000	7%	10%
Next \$4,000,000	6%	9%
Excess of \$10,000,000	5%	8%

The parties agree that, applying this scale to the Bid Day Budget, the Consultant’s fee for Basic Service shall initially be \$1,138,603. Consultant’s fee for Basic Services shall be adjusted from time to time to reflect the actual value of the construction contract for the Project. Consultant shall bill for reimbursable expenses as identified below in Section 3 of this Appendix C. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Contract. If District and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract Price established in this Appendix C.

The Contract Amount above is based on the Project Scope in Appendix F including the Bid Day Budget for construction and the change order allowance.

To assist District in determining progress payments, Consultant shall provide District with its Work Plan as described in paragraph 1.11 of the Agreement.

Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase	12 percent	(12%)
Design Development Phase	12 percent	(12%)
Construction Documents Phase	38 percent	(38%)
Agency Review Phase	5 percent	(5%)
Bidding or Negotiations Phase	5 percent	(5%)
Construction Phase	25 percent	(25%)
Closeout	3 percent	(3%)

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Total Basic Compensation (100%)

2. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

☐ Upon completion of work.

☒ Monthly based upon Consultant's percentage completion of the Services pursuant to this Agreement

2.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

2.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of the Consultants invoice as set forth in the attached schedule.

2.3 Payment for Closeout will be made after DSA certification of project, provided, however, that Consultant shall be entitled to closeout payment upon completion by Consultant of all work required to be completed by Consultant in connection with project closeout,.

3. **Costs and Reimbursables.** The District will pay Consultant for "Costs and Reimbursable Expenses" in addition to compensation for Basic and Additional Services at one and one tenth (1.10) times the amounts invoiced to the Consultant for expenses in the interest of the Project as identified below, provided that all Costs and Reimbursable Expenses require supporting documentation that must be included with the Consultant's invoice, submitted pursuant to this Appendix C:

- Expense of printing, plotting and delivery relating to bidding, agency submittals and specific Owner requested prints or plots (other than the base deliverables of plans and specifications identified in the Agreement or identified below as within Basic Services).

In no event shall Costs and Reimbursables exceed \$\_\_\_\_\_. The following expenses are included as part of Basic Services and are not allowed to be invoiced as Costs and Reimbursable Expenses" as defined above:

- Printing and Delivery. Expense of printing, plotting and delivery for one set of drawings for the District at the time of each milestone submittal.
- Travel. Local Travel (150 miles from either the project site, the Consultant's office(s), or the District's office) incurred by Consultant to District locations and local agencies. All reimbursable travel must be approved by the District in writing and in advance.
- Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs are not recoverable on Basic Services, but are recoverable in connection with Additional Services.
- Delivery Costs. Courier services and overnight delivery costs are not recoverable for Basic Services, but are recoverable for Additional Services if requested by the District/CM.
- Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, are not recoverable for Basic Services, but are recoverable for Additional Services. Reproduction and delivery costs for associated with bidding and construction sets shall be reimbursable.

4. **Additional Services.** The District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Contract executed by the District and the Consultant. Payment for all such Additional Services shall be in an amount and upon the terms set out in such

amendment. Each such Amendment shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount. Each Amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed.

The parties agree that architectural services related to food service, acoustical, storm water pollution prevention planning, extra construction administrative support, data and telecommunications engineering and other such services provided by other specialty consultants, shall all be billed as Additional Services. Such Additional Services shall not be performed and expenses shall not be incurred for such services without the prior written consent of the District's Superintendent or an individual designated in writing by the Superintendent. The parties acknowledge that Consultant's projected design fees include proposed augmentations for such Additional Services in the amount of \$139,659 and that, to the extent that the District does not approve the incurring of some or all of the proposed expenses related to these services, Consultant's compensation as set forth in this Appendix C will be correspondingly reduced.

Likewise, if acceleration of plan development is required during the Schematic Design Phase of the Project owing to the District's need or the conditions of the Project and such acceleration is requested in advance and in writing by the District, Consultant shall be reimbursed for such services on a time and materials basis, to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants at a rate of 110% of the amount expended under the sub-contract.

5. **Record Drawings in BIM Format.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two and a half percent (2.5%) of the Consultant's fee for Increment 1 and Increment 2 Basic Services in consideration of Consultant's work in creating record drawings for the Project in Building Information Modeling ("BIM") format. The parties agree that, applying this scale to the Consultant's Fee for Increment 1 and Increment 2 Basic Services, as initially calculated, the Consultant's allowance for creating such BIM record drawings shall initially be an amount not to exceed \$28,465. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in preparing the BIM record drawings for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 5), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 5), at a rate of 110% of the amount expended under the sub-contract.
6. **Programming.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two tenths of a percent (0.20%) of the Bid Day Budget for sitework and utilities and up to one-tenth of a percent (0.10%) of the Bid Day Budget for buildings in consideration of Consultant's work in programming during the design development phase of the Project. The parties agree that, applying this scale to the Bid Day Budget, the Consultant's allowance for programming for sitework and utilities (Increment 1) shall initially be an amount not to exceed \$10,236 and the allowance for programming for buildings (Increment 2) shall initially not exceed \$8,645. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in performing programming work for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 6), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 6), at a rate of 110% of the amount expended under the sub-contract.

7. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 calendar days of receipt.

5.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

5.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable within 30 days of receipt of the Consultants invoice.

The District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursables, or credits from other parties who may be liable for claims by the Owner.

8. **Worksheet.** For clarity, attached as Exhibit C-2 to this Appendix C is a worksheet showing the initial projected total design fees, including augmentations and allowances, as described herein, of \$1,325,608, based on the projected cost of construction for the project. In the event of any discrepancy between this Appendix C and Exhibit C-2, the terms of this Appendix C shall control.

#### END OF APPENDIX C

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EXHIBIT C-1

CONSULTANT'S CURRENT HOURLY RATES

[TO BE PROVIDED]



EXHIBIT C-2

CONSULTANT'S FEE WORKSHEET



**Sequoia Union High School District - Woodside High School**  
**Phase I Classroom Building and Sitework**

**PROJECTED DESIGN FEES BASED ON COST OF CONSTRUCTION**  
**Based on OPSC Fee Guidelines**

**Modernization / Sitework**  
Approximate Construction Costs

**Sitework & Utilities**  
**\$ 2,725,415**

**Buildings**  
**\$ 634,606**

% Rate			Contract Amount	If thresholds	Inc 1 Fee	If thresholds	Inc 2 Fee
12%	of first	\$	500,000	\$500,000	\$60,000	\$500,000	\$60,000
11.5%	of next	\$	500,000	\$500,000	\$57,500	\$134,606	\$15,480
11%	of next	\$	1,000,000	\$1,000,000	\$110,000	\$0	\$0
10%	of next	\$	4,000,000	\$725,415	\$72,541	\$0	\$0
9%	of next	\$	4,000,000	\$0	\$0	\$0	\$0
8%	of costs in excess of \$10 million	\$	10,000,000	\$0	\$0	\$0	\$0
<b>Estimated Fee</b>				<b>\$300,041</b>		<b>\$75,480</b>	
Fee as a Percent of Construction Cost				11.01%		11.89%	

**New Construction / Associated Sitework**  
Approximate Construction Costs

**Sitework & Utilities**  
**\$ 2,392,358**

**Buildings**  
**\$ 8,010,282**

% Rate			Contract Amount	If thresholds	Inc 1 Fee	If thresholds	Inc 2 Fee
9%	of first	\$	500,000	\$500,000	\$45,000	\$500,000	\$45,000
8.5%	of next	\$	500,000	\$500,000	\$42,500	\$500,000	\$42,500
8%	of next	\$	1,000,000	\$1,000,000	\$80,000	\$1,000,000	\$80,000
7%	of next	\$	4,000,000	\$392,358	\$27,465	\$4,000,000	\$280,000
6%	of next	\$	4,000,000	\$0	\$0	\$2,010,282	\$120,617
5%	of costs in excess of \$10 million	\$	10,000,000	\$0	\$0	\$0	\$0
<b>Estimated Fee</b>				<b>\$194,965</b>		<b>\$568,117</b>	
Fee as a Percent of Construction Cost				8.15%		7.09%	

**Total Approximate Construction Costs**  
Ratio % of Construction Costs

**\$ 5,117,773**  
37.19%

**\$ 8,644,888**  
62.81%

**\$ 13,762,661**  
100.00%

**Subtotal Fee**  
Fee as a Percent of Construction Cost

**\$495,007**  
9.67%

**\$643,597**  
7.44%

**\$ 1,138,603**  
8.27%

**Proposed Fee Augmentations**

% Fee			Inc 1 Fee	Inc 2 Fee	
Data/Telco Eng				\$50,500	
Acoustical Eng				\$24,300	
Security Eng				\$48,663	
Storm Water Pollution Prev Plan				\$3,500	
Architectural Coord. (10% of above)				\$12,696	
<b>Total Fee Augmentations</b>			<b>\$0.00</b>	<b>\$139,659</b>	<b>\$ 139,659</b>

**Subtotal Fee**  
Fee as a Percent of Construction Cost

**\$495,007**  
9.67%

**\$783,256**  
9.06%

**\$ 1,278,262**  
9.29%

**Typical Project Fee Distribution**

% Of Fee			Inc 1 Fee	% Of Fee	Inc 2 Fee
Schematic Design			12.0% \$59,401	12.0%	\$93,991
Design Development			12.0% \$59,401	12.0%	\$93,991
Construction Documents			38.0% \$188,102	38.0%	\$297,637
Agency Approval			5.0% \$24,750	5.0%	\$39,163
Bidding or Negotiations			5.0% \$24,750	5.0%	\$39,163
Construction Administration			25.0% \$123,752	25.0%	\$195,814
Closeout			3.0% \$14,850	3.0%	\$23,498
<b>Basic Services</b>			<b>100% \$495,007</b>	<b>100%</b>	<b>\$783,256</b>

**Other Services**

(Allowance)	Programming (1) (% of Constr)	0.20%	\$10,236	0.10%	\$8,645
(Allowance)	Creating Record Drwgs in BIM (2)	2.5%	\$12,375		\$16,090

**Total Fee**  
Fee as a Percent of Construction Cost

**\$517,617**  
10.11%

**\$807,991**  
9.35%

**\$ 1,325,608**  
9.63%

**Assumptions**

- Fee is based on percentage of construction and is bracketed by 10% max increase/decrease
- CEQA process will be led by others (Architect will incorporate resulting recommendations)
- CAD files will be provided by the District if available
- Topographic, underground utility, and geotechnical reports will be provided by the District
- LEED or CHPS certification is not being sought

**Notes**

- 1 Programming will tailor the Educ Specs and Fac Stds to the project, and is to be billed hourly against allowance
- 2 Record Drawing preparation in BIM is to be billed hourly against allowance



## APPENDIX D TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### INSURANCE

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014, between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and HMC Architects (“**Consultant**”) for the provision of professional services.

**1. Consultant’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

**1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant. This level of commercial general liability coverage shall be acceptable as long as Consultant maintains an umbrella liability policy with coverage of not less than \$10,000,000 for each occurrence with an aggregate of \$10,000,000, subject to \$0 retention.

**1.2 Business Automobile Liability Insurance.**

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant. This level of business automobile liability coverage shall be acceptable as long as Consultant maintains an umbrella liability policy with coverage of not less than \$10,000,000 for each occurrence with an aggregate of \$10,000,000, subject to \$0 retention.

**1.3 Workers’ Compensation Insurance.**

Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

**1.4 Professional Liability Insurance.**

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and

aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$75,000 for each claim, or \$25,000 on proof of solvency to \$75,000 on the ledger, with no exclusion for claims of one insured against another insured. Consultant shall maintain this coverage for a period of three (3) years after the completion of the Services and provide annual certificates of insurance evidencing the same if requested by District.

**2. Insurance policies shall contain an endorsement containing the following terms:**

Status of Sequoia Union High School District as Additional Insured.

- 2.1 On Consultant's Commercial General Liability policy and Automobile Liability Policy Sequoia Union High School District, and its affiliates, directors, officers, officials, partners, representatives. Employees, consultants, sub-consultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured there shall be a waiver of subrogation as to each named and additional insured.
- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except for non-payment of premium, for which notice shall be ten (10) days.
- 2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or sub-consultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX D**



# **APPENDIX E TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

## **LIST OF REQUIRED DELIVERABLES**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and HMC Group (“**Consultant**”) for the provision of professional services.

### **1. Project Deliverables**

- 1.1 Performance Schedule.
- 1.2 Consultant’s coordination reports and or meeting minutes for District’s coordination of its activities.
- 1.3 Monthly Status Report (with each payment application).
- 1.4 Work Plan.

### **2. Schematic Design Phase.** The deliverables required by the Schematic Design Phase are defined in Section 2 of Appendix A and include, but are not limited to, the following deliverables:

- 2.1 Preliminary layouts, sketches and schematic design criteria, outline specifications, with supporting reports and exhibits.
- 2.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 2.3 Preliminary phasing recommendations, if any.
- 2.4 Design basis report or specifications.

### **3. Design Development Phase.** The deliverables required by the Design Development Phase are defined in Section 3 of Appendix A and include, but are not limited to, the following:

- 3.1 Design Development Phase plans, specifications, engineering calculations, area calculations.
- 3.2 Updated rough estimate of construction costs.
- 3.3 Preliminary engineering calculations.
- 3.4 Construction phasing recommendations and permit requirements, if any.

### **4. Construction Document Phase.** The deliverables required by the Construction Documents Phase are defined in Section 4 of Appendix A and include, but are not limited to, the following:

- 4.1 50% and 90% construction documents deliverable.
- 4.2 Final plans and specifications, including AutoCAD files and any necessary supplementary conditions to the construction contract.
- 4.3 Final engineering calculations.
- 4.4 Revised rough estimate of construction Costs.

5. **Bidding.** The deliverables required by the Bidding Phase are defined in Section 5 of Appendix A and include, but are not limited to, the following:

- 5.1 Written addenda (where necessary).
- 5.2 Written determinations regarding proposed substitutes.

6. **Construction Phase.** The deliverables required by the Construction Phase are defined in Section 6 of Appendix A and include, but are not limited to, the following:

- 6.1 Necessary notices, communications, interpretations, clarifications, as required by section 6, and in the format required by Section 6, including without limitation:
  - 6.1.1 Certificates of Substantial Completion and Final Completion.
  - 6.1.2 Punchlists.
  - 6.1.3 Electronic record sets and sets of reproducible record prints of plans showing changes made during construction.
  - 6.1.4 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

#### **END OF APPENDIX E**

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## **APPENDIX F TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **PROJECT DESCRIPTION**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and HMC Group (“**Consultant**”) for the provision of professional services.

1. **Program:** The program for these services includes the design and building of a new ten classroom, two story building on the Woodside High School campus, to be placed on the east side of the existing gymnasium and north of the G Wing. The program includes six standard classrooms, four labs of various types, one flex/collaboration room, student and staff restrooms on both floors, electrical and data equipment rooms, an elevator, and circulation space.

2. **Project Bid Day Budget.**

The Project’s Bid Day Budget (“**Bid Day Budget**”) is initially the Project Budget attached as Exhibit F-1 to this Appendix F. The Bid Day Budget is initially \$13,762,661, provided, however, that the Bid Day Budget shall be adjusted to reflect the value of the construction contract actually awarded for the Project. Consultant’s compensation for Basic Services under the Contract shall be adjusted to reflect any changes in the Bid Day Budget. The parties agree that the Bid Day Budget as initially set in this Contract contains a twenty percent (20%) design contingency. The parties agree that, at the end of the design development phase of the Project, the design contingency shall be reduced to ten percent (10%) and that Consultant’s compensation shall be adjusted accordingly; and that, at the conclusion of the construction documents phase of the Project, the design contingency, if not used, shall be reduced to zero percent (0%), and that Consultant’s compensation shall be adjusted accordingly. Consultant’s design hereunder must conform to District’s Bid Day Budget. Consultant shall access the design contingency only with the written consent of the District.

3. **Project Schedule**

Consultant’s timetable for the Services shall be as shown in Exhibit F-2, Project Schedule (see below for schedule). Time limits established by this schedule and approved by the District shall not, except for reasonable cause, be exceeded by the Consultant or District. The District and Consultant agree and acknowledge, however, that the performance of the Consultant’s services may depend upon other parties and circumstances which the Consultant cannot control. The schedule, therefore, shall be extended by agreement between the District and Consultant, except to the extent the Consultant (including its consultants) is responsible for Project delays.

4. **Project Drawings**

Drawings now available indicating the planned scope of the work are attached or referenced in Exhibit F-3, Project Drawings. Not applicable at time of agreement.

Attachments to this Appendix: Exhibit F-1 and Exhibit F-2.

**END OF APPENDIX F**

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2014\Appendix F Woodside HS (HMC Architects).docx

EXHIBIT F-1

PROJECT BUDGET

[TO BE PROVIDED]



EXHIBIT F-2  
CONSULTANT'S TIMETABLE  
[TO BE PROVIDED]





## **APPENDIX G TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **PROJECT SCHEDULE**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and HMC, Inc. (“**Consultant**”) for the provision of professional services.

<u>TASK NAME</u>	<u>COMPLETION DATE</u>
Programming	10/13/2014
Schematic Design	11/23/2014
Increment 1 – Site	
Design Development – Increment 1 Site	1/13/2015
Construction Docs – Increment 1 Site	3/17/2015
DSA Review and Approval – Increment 1 Site (3 mos)	6/9/2015
School Board Approval to Bid Increment 1	6/10/2015
Bidding/Negotiation – Increment 1 Site	7/24/2015
Construction – Increment 1 Site	1/5/2016
Increment 2 – Building	
Design Development – Increment 2 Building	2/17/2015
Construction Documents – Increment 2 Building	5/19/2015
DSA Review and Approval – Increment 2 Bldg (6 mos)	11/10/2015
School Board Approval to Bid Increment 2	11/11/2015
Bidding/Negotiations – Increment 2 Building	1/8/2016
Construction – Increment 2 Building	12/15/2016
Move In	12/30/2016

**END OF APPENDIX G**





**Contract for Professional Architectural Services at the Sequoia Union High School District's Menlo-Atherton High School Campus**

**AGREEMENT**

**BETWEEN**

**LPA, INC.**

**AND**

**SEQUOIA UNION HIGH SCHOOL DISTRICT**

**DISTRICT CONTRACT NO. \_\_\_\_\_**

# CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS CONTRACT FOR CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES ("Contract") is entered into as of October 8, 2014, between the **Sequoia Union High School District ("District")**, and **LPA, Inc. ("Consultant")**, who agree as follows:

**1. Scope of Professional Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix C ("**Compensation**"), which appendices are attached and incorporated herein by reference into this Contract.

**2. Term.** This Contract shall become effective upon its execution by Consultant and by District. All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

**3. Standard of Performance.** Consultant shall not assign any portion of this Contract and shall perform the Services using the persons and sub-consultants listed in Appendix B ("**Staffing**"). Consultant shall hire only qualified persons who are experienced in performing work of like nature and complexity to the Services. Consultant may substitute personnel or sub-consultants only upon the District's written consent, which will not be unreasonably withheld provided Consultant proposes substitute personnel or sub-consultants with equivalent qualifications. Consultant represents that its employees possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that performs professional services of like nature and complexity of the Services.

**4. Indemnification and Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save harmless District and all of its officers, directors, representatives, agents and employees, from and against any and all claims and liability to the extent resulting from Consultant's negligence, recklessness or *willful* misconduct or breach of this Contract. Such indemnity shall not extend to the extent of District's *active* negligence or willful misconduct. Notwithstanding any provision of this Contract, the District shall not be liable to Consultant or any sub-consultant, in either contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. District's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation. The Consultant's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for reasonable attorneys fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the professional negligence, recklessness or willful misconduct of the Consultant on a comparative fault basis; but not or any loss, injury, death or damage caused by the negligence, recklessness, or willful misconduct of District or of other third parties for which the Consultant is not legally liable.

**5. Notices.** The District and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail, to the following addresses and facsimile numbers:

CONSULTANT: LPA, Inc.

60 South Market Street, Suite 150  
San Jose, CA 95113  
Attention: Don Pender  
Phone: 408-780-7200

DISTRICT:

Sequoia Union High School District  
480 James Avenue  
Redwood City, California 94062  
Attention: Enrique Navas, Assistant Superintendent  
Phone: 650-369-1411 extension 2217

**6. Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, sub-consultants and agents in connection with the performance of Services under this Agreement. Under no circumstances shall this Contract be construed as creating an employment agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services, and or goods delivered pursuant hereto.

**7. Suspension and termination of Services.** (i) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates this Contract for default Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from, and to the extent caused by, such breach and termination. (iii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District's best interests. In the event District terminates this Contract for convenience, Consultant shall be entitled to recover its fees and costs earned pursuant to Appendix C of this Agreement up to the termination, but may recover no other cost, damage or expense. (iv.) If at any time District believes Consultant is in default or that it appears reasonably probable that Consultant may default under this Agreement, District may in its sole discretion, demand Consultant provide District within seven (7) days, written assurances of performance and a written plan to cure or prevent such default, and failure to do so shall constitute an event of default.

**7a. Suspension and Resumption:** If the Project is suspended by the District for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

**7b. Failure to Make Payments:** Failure of the District to make two consecutive payments to the Consultant in accordance with this Agreement, except for disputed amounts may, upon 15 days written notice to the District and failure to cure before the end of the 15 day period, be considered substantial nonperformance and cause for termination.

**8. Confidential Information.** Consultant agrees that all information disclosed by District to Consultant, or developed by Consultant in the performance of its Services, is confidential and shall be held in confidence and used only in the performance of this Contract. Consultant agrees that it shall not disclose to third parties outside of the District any information, unless and only to the extent necessary for the performance of the Services, *unless the District gives it written consent to disclosure, or by order of a court with jurisdiction over the matter.*

**9. Ownership of Work Product.** Any interest (except copyright interests) of Consultant or its subcontractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepaid by Consultant or its subcontractors or sub-consultants in connection with the Services, shall become the property of the District. Regarding copyright interests, Consultant grants District a license to copy and use all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Services, for purposes related to the Project. If District alters or re-uses for construction any drawings, plans or any other design documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Project following termination or completion of the Project, the District agrees to remove the names and seals of the Consultant and the Consultant's consultants, and shall

indemnify, defend and hold Consultant harmless from and against any third party claims that result of such use or reuse of the Consultant's drawings, plans or any other design documents (including electronic media).

**10. Audit/Inspection of Records.** Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, timecards, records and all other data related to matters covered by this Contract. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records at mutually convenient times. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

**11. Disputes.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder, including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes. The District may withhold only those funds that are in dispute. In the event that the withholding by the District exceeds 10% of the total fee, the Consultant may discontinue work on the Project pending the good faith resolution of the dispute by both parties in accordance with this Article 11 of the Agreement. In the event the amount withheld is less than 10% of the total fee, Consultant agrees it will neither rescind this Agreement, nor stop the progress of its services in accordance with the Agreement pending a subsequent resolution of such disputes. Consultant shall continue its work, and the District shall continue to make payments for undisputed work, throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract. As a precondition to litigation by any party, mediation shall occur before a mediator and at a time location mutually agreed upon, and if agreement is not reached, then by a mediator and at a time/location selected by the San Mateo County Superior Court using a list of construction industry mediators qualified by the American Arbitration Association and setting a time location it deems reasonable (but within 60 days of the initial mediation demand). The cost of such mediation (i.e., the mediators fees and costs) shall be borne equally between the parties.

**12. California Law.** This Contract shall be deemed to have been executed in San Mateo County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in San Mateo County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

**13. No Third Party Beneficiaries.** Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

**14. Entire Contract.** This Contract, all Appendices to the Contract, and any written modifications to them shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

**15. No Waiver.** The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Contract including, but not limited to, its obligations to perform at all times in accordance with contract standards and requirements. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision

hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

**16. Statutes of limitation.** As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

**17. Hazardous Materials.** In the event the District or Consultant is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous, contaminants, materials, air pollutants or water pollutants at the site expressly subject to regulation under state or federal laws governing hazardous materials ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Upon such knowledge or notice, the District shall promptly retain a qualified consultant to investigate, test, and determine the presence of such Hazardous Substances and, if such Hazardous Substances are found at the site to an unacceptable degree, to provide services that may include, among other things, recommendations as to the removal, encapsulation, or other appropriate handling of such Hazardous Substances. The District shall retain qualified experts in handling of such hazardous Substances

**17.1** The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos, and/or lead containing material, at its sole cost.

**17.2** In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products, or materials at or near the Project site, the District agrees, to the fullest extent permitted by the law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material or hazardous or toxic substance, products or material, that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability, or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

**17.3** The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter of hazardous materials, as these terms are defined in applicable federal or state statutes.

**18. Professional Credits.** Unless the District requests otherwise, the Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's professional materials. The Consultant's materials shall not include the District's confidential or proprietary information if the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

**19. Appendices.** The following appendices and Exhibits are part of this Master Agreement and are incorporated into the Agreement by reference.

Appendix A.	Services
Appendix B.	Staffing
Appendix C.	Compensation
Appendix D.	Insurance
Appendix E.	List of Required Deliverables
Appendix F.	Project Description
Appendix G.	Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

SEQUOIA UNION HIGH SCHOOL DISTRICT, Acting by and through its Board of Trustees

By:

\_\_\_\_\_  
James Lianides, Superintendent

LPA, INC.

By \_\_\_\_\_

Full Name and Title:

[If corporation should be signed by Chairman, President or Vice President; and CFO or Secretary. If partnership, by general partner; if limited liability company, by member or manager, as appropriate]

By: \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

By. \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

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## APPENDIX A TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### SERVICES

This is Appendix A, "Services," attached to, and incorporated by reference into, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("**District**") and LPA, Inc. ("**Consultant**") for the provision of professional services.

1.0 Consultant shall provide the services described here.

#### 1.1 Scope of Services.

Performance of Services shall require Consultant to work with, meet with, and attend meetings with District staff and representatives, with inspectors, with testing agencies, with other governmental agencies, with contractors, and with such other consultants as District and Consultant determines necessary, and to the extent reasonably necessary, for the design and construction of the Project and performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).

Except as specifically and expressly excluded from the scope of work in this Appendix A, Consultant shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete each Project, including but not limited to, all architectural services and all civil, electrical, mechanical, structural engineering services and any sub-consultants as required to perform the Services and complete each Project (Furniture and equipment may be shown on the Drawings, but furniture and equipment lists, and traffic engineering, however, if necessary, will be compensated as an Extra Service, as defined herein). Specialty consultants, if necessary and agreed to by the District, will be compensated as an Extra Service.

#### 1.2 California School Construction Laws.

Services performed by Consultant shall conform to the requirements of the laws of the State of California applicable to school construction, including but not limited to, the requirements of the California Business Professions Code, the California Education Code, and the California Code of Regulations. As required by the California Education Code and Code of Regulations, all plans, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Consultant, shall be prepared by or under the direct supervision of licensed personnel. As referenced in those codes, "Responsible Charge" for the work shall be with a Registered Architect/Engineer licensed in the State of California: and such personnel shall also be in "responsible charge" of observation of the construction, as required by those codes.

#### 1.3 Title 24 Compliance.

1.3.1 To the extent applicable to Consultant's Services, Consultant shall, consistent with the standard of care established by this Agreement and industry practice, comply with all requirements of all laws as if set forth in this Agreement, including but not limited to, the State Building Code, Part I, Title 24, California Code of Regulations ("Title 24"). Consultant shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 4-341 of Title 24, which include, but are not limited to, the following:

1.3.1.1 Architect shall use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the Project and endeavor to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are

subject to conflicting interpretations of the law. However, Architect does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirement of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of the District.

- 1.3.2 Prepare all project designs to meet building standards set by law, including but not limited to those set forth in Parts 2, 3, 4., 5 and 7, Title 24, in effect at the time of bidding, which are minimum standards applicable to school construction; coordinate submission and approval of same to Division of State Architect ("DSA").
- 1.3.3 Coordinate and cooperate fully with the DSA, and any other authority with jurisdiction to secure timely review and approval of Consultant's work, including but not limited to:
  - 1.3.3.1 Consultant will estimate review time for DSA review of plans and specifications based on DSA's published review time and, to the extent reasonable, through discussions with DSA regarding anticipated review time. Such estimates will be incorporated into the project schedule, it being understood that Consultant has no control over DSA review time;
  - 1.3.3.2 Submitting, in a timely manner, Construction Change Directives to DSA when required as a structural, life safety, access, or other issue requiring DSA review;
  - 1.3.3.3 Using Consultant's efforts to secure early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
  - 1.3.3.4 Contacting DSA to determine the required DSA fee for submittal and advise the District at least four weeks in advance of submittal, so as to help avoid delay.
- 1.3.4 Coordinate and cooperate fully with the DSA in its required observation of construction.
- 1.3.5 Designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each project.
- 1.3.6 Submit to DSA Verified Reports on the form and frequency required by Title 24, showing that based on consultant's personal knowledge as defined by Title 24, the work is in conformance with the approved plans and specifications. Obtain Verified Reports from consultants and Owner and submit to DSA as required by Title 24.
- 1.3.7 Advise on selection of the DSA certified Project Inspector and testing laboratories; and preparing addenda and change orders as required by conditions on the project.
- 1.3.8 Perform general observation of the work of construction, interpreting the approved drawings and specifications.
- 1.3.9 Receive and act upon all technical correspondence from the State to the architect or registered engineer in general responsible charge of the project.
- 1.3.10 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the project, Consultant's sub-

consultants, submitting information to DSA, and general direction of the work of the Project Inspector (as set forth in Title 24, Part I, 4-341(d)).

1.3.10.1 Consultant shall specify testing requirements where required in the construction documents, and prepare a testing and inspection report to submit for review and approval by DSA. When materials fail to comply with these tests, the Consultant will cooperate with the Inspector of Record, the Owner and if applicable, the Construction Manager in reviewing the General Contractor's response and solution to the specific testing failure. The General Contractor is responsible for meeting the requirements of the contract documents.

1.3.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which have been approved by Consultant to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Consultant, to the extent required by the California Code of Regulations, Title 24, Part I, 342(a).

1.4 State Communications: Assist with and coordinate communications with Office of Public School Construction and coordinate any necessary Department of Education approvals.

1.5 Design Criteria.

1.5.1 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications or design-build submittals from Contractors will be allowed only when necessary, and otherwise permitted by applicable law and regulation.

1.5.2 Unless otherwise permitted in writing by District or in accordance with the District Standards (to be issued), Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision. Should District approve Consultant specifying a proprietary or sole source item, Consultant shall recommend and with District approval, assist District by taking appropriate actions to obtain reasonable pricing of the item in the absence of competitive pricing.

1.5.3 When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems, and processes reflecting a particular manufacturer and that manufacturer's proprietary characteristics, including designation of such materials, processes, and systems as 'no substitution'. District agrees to indemnify Architect for 'no substitution' direction, including all claims concerning Public Contract Code Section 3400.

1.5.4 The District understands and agrees that materials, systems, and/or processes that are permissible under the current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics. In such cases, the District agrees to waive any and all claims against Architect as a result of such changes in the definition of such materials, systems, and/or processes in the future.

1.5.5 The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting formats, or other data management and reporting systems without Architect's consent.

1.5.6 Architect agrees to meet and coordinate with District Construction Management (CM) consultants, and to review documents proposed for use by the CM, including specification sections. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding the use of such documents, including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

1.5.7 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like, and that such access is in conformance with Cal OSHA requirements.

1.6 Coordination with District.

For each phase of the Services under this Contract, up to the bid and construction phase, Consultant shall prepare and submit for District's acceptance a coordination report or meeting minutes. The purpose of this coordination report or meeting minutes shall be promoting coordination between the District and the Consultant, and to serve as a "to do" list for District in the succeeding phase of Services. The coordination report or meeting minutes for each phase of the Services under this Contract shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Contract. The coordination report or meeting minutes shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The coordination report or meeting minutes shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project. If submitted as meeting minutes, then the coordination report shall be separately identified as "District's Action Items" and shall then list all required items at least 30 days in advance of the item's due date.

1.7 Progress Schedule.

A progress schedule is incorporated into this agreement as Exhibit G. This schedule incorporates District review durations of one week for Schematic Design, and Design Development, and two weeks for 50% Construction Documents and 100% Construction Document Phases. It is understood by all parties to this agreement that the design process is an iterative process. Each phase of the work depends on decisions made during previous phases of the work. District agrees to make decisions on a timely basis so as not to delay the progress of the work. The Consultant may rely on those decisions and approvals. If decisions or approvals made in a previous phase or time period are then changed or withdrawn at a later time or during a later phase of the work, and if those revisions result in additional time and / or effort on the part of the consultant and its sub consultants, the District agrees that the additional effort required will be compensated as additional services under the terms of this Agreement, and that additional time will be added to the schedule commensurate with the magnitude of the revision. The parties agree, however, that all Additional Services, as defined herein, shall be requested and approved by the District as set forth in Section 7 of this Appendix A. Consultant shall be entitled to compensation only for Additional Services under this Section 1.7 that are approved in advance pursuant to Section 7 of this Appendix A.

1.8 Coordination With Other Consultants / Sub-consultants.

Consultant shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing its Services. Consultant shall participate in design coordination meetings with its sub consultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination of design work and the performance of each consultant and sub consultant of their design

responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Status Report.

Consultant shall provide District with a written Monthly Status Report (MSR). The MSR shall briefly, in a format approved by District, review project status, budget, schedule, work performed and contract deliverables. It shall also describe any areas where performance varies from plan, any actual or anticipated problems and Consultant's recommendations for preventative or corrective actions. Consultant shall meet with District monthly, or more often as needed, to discuss the Monthly Status Report and to plan actions. Consultant shall prepare and submit to District, minutes of these meeting, summarizing agreed on decisions and action.

1.10 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix E (List of Required Deliverables) to the Contract. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and reasonable modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.11 Consultant's Proposed Scope of Work.

Consultant shall supply District with a copy of its proposed Work Plan, developed for its own internal project planning, tracking and coordination ("Work Plan"). The Work Plan shall indicate how the Consultant plans to provide the scope of services and achieve the results described herein, and any additional negotiated scope of work items. District receives the Work Plan for information only and has no responsibility for approving it. This Appendix A and the Work Plan are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

1.12 Site Verification Review.

Consultant shall review existing District data, reports, plans and other information regarding the Project Site ("Site"), and perform visual field observations as necessary to become familiar with the Site. However, such field surveys shall not be construed as a replacement for Record or 'As-Built' documents, and do not document the detailed layout and character of existing building connections, piping, conduits, and related building system elements, nor require destructive investigation. Architect shall be entitled to rely on engineering data, capacity, and capability provided by utilities and public agencies. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project. District will take the lead and Consultant will assist in soliciting, evaluating and executing agreements for information as described above. Consultant will assist District, particularly in defining the need for such information and its requirements upon which District may request proposals. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project, including, but not limited to: all existing building systems, onsite, off-site utility and service systems; chemical, air, and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at Project sites.

1.13 Hazardous Materials

The Owner will provide Hazardous Materials Surveys, Hazardous material abatement plans, geotechnical investigations with soil mitigation recommendations (if necessary), foundation and pavement recommendations, California Environmental Quality Act (CEQA)

studies (if necessary), Department of Toxic Substance Control approval, if necessary, traffic studies, if necessary, and other specialty consultants not listed under basic services that may be required during the course of the work.

2. **Schematic Design Phase.** After receipt of the executed Contract from the District, Consultant shall prepare and deliver the following schematic design documents to the District:

2.1 Schematic Design Phase Documents

Schematic Design Phase Documents shall consist of reports containing conceptual layouts, sketches and schematic design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- 2.1.1 Plan list.
- 2.1.2 Site plan(s).
- 2.1.3 Schedule of building types, equipment, machinery, systems, wall types, roofing systems, HVAC and control systems.
- 2.1.4 Representative building sections and elevations.
- 2.1.5 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed.
- 2.1.6 Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project.
- 2.1.7 Projects specific analysis of codes, ordinances and regulations.
- 2.1.8 Three-dimensional line drawings or plans.
- 2.1.9 Initial construction phasing recommendations.

Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project. Consultant shall develop Schematic Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to twice monthly.

Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including, but not limited to, applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

At the conclusion of the Schematic Design Phase, Consultant shall prepare and deliver to the District, based on information available to Consultant at that time, an estimate and opinion of Project construction costs.

2.2 Design Basis Report

Consultant shall provide a narrative report describing for each design discipline and the rationale for the proposed systems. Disciplines shall include architectural, structural, mechanical, electrical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping. The rationale shall include initial costs, life-cycle costs, life expectancy and maintenance considerations. The design basis report shall include, for major building systems or components. (i.e. those comprising 25% of all building systems or components costs), a description of the top two or three options considered, an evaluation of their pros and cons and why the preferred option is recommended.

3. **Design Development Phase.** After receipt of District's written approval of the Schematic Design Phase

documents, Consultant shall proceed as follows:

3.1 Final Design Criteria

Consultant shall prepare final design criteria or outline and technical specifications. Consultant shall participate in progress meetings with District representatives and any involved sub-consultants, at District's request, up to twice monthly, to review and secure District's written acceptance of final design criteria.

3.2. Design Development Documents

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

- 3.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements.
- 3.2.2 Revised Plan list.
- 3.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.
- 3.2.4 As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the work,
- 3.2.5 Prepare a design development level estimate of anticipated construction cost (reflecting the anticipated value of the low responsive responsible bid of the project), accompanied with analysis and justification for each element of the estimate. Estimates of Construction Cost represent the Consultant's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the District has control over the cost of labor, materials or equipment, or market conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the District's Project Budget.
- 3.2.6 Recommendations for scheduling and phasing of construction. Consultant shall include in these recommendations a list of all known permits or similar approvals or fees required by authorities with jurisdiction over the Project, the dates on which applications should be made or fees paid and approvals secured, and shall assist District in filling out applications and supporting documents as necessary, to avoid delay or disruption to the work.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. For major equipment and system specifications (comprising over 25% of anticipated project value), Consultant shall also submit first cost and life-cycle cost analysis, with comparative analysis for the selected equipment system item and two other alternative equipment items considered by Consultant but not selected only if there are viable alternate choices.

- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for mechanical and electrical systems (for example: temperature, humidity, lighting levels and floor live load design shall be slated for general and special occupancy areas).

4. **Construction Document Phase.** After receipt of District's written approval of Design Development documents, and any adjustments in the scope and budget, the Consultant shall prepare the following Construction Documents:

4.1 Final Plans and Technical Specifications

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and technical specifications to show in adequate detail to a generally competent contractor all of the labor, materials, equipment and/or work to be furnished and performed by Contractor in order to deliver a competently constructed project. Consultant shall modify the final plans and technical specifications in accord with District's final review comments, as necessary. Plans and technical specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor. Consultant shall deliver to District two (2) complete sets of final 100% Plans and technical specifications.

4.2 Format of Technical Specifications.

Consultant shall prepare final technical specifications in conformance with the 46-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District's Divisions 0 and 1 standard specifications.

4.3 Auto CAD, BIM and Other Electronic Data.

After District executes mutually agreeable electronic document release and indemnity agreements with Architect, provide Building Information Modeling (BIM) or AutoCAD (Release 2004 or newer) files of all Plans including as-bid, as-built, and all record Plans on CD (based on the District's horizontal and vertical controls) as requested by District. Prepare PDF electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD and shall conform to District Standards (to be supplied.) These drawings (and/or corrected specifications) have been prepared based on information submitted, in part, by others. The Architect will provide a review consistent with its legal standard of care.

4.4 Compliance with Codes, Regulations and Requirements

All Plans, technical specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the standard of care applicable to architects performing such services in the State of California when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Contract, all energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project. District will be responsible for all hazmat and California Environmental Quality Act (CEQA) compliance required.



4.5 Supply of Design Calculations

Consultant shall provide District with copies of all final electrical, mechanical and structural design calculations, organized by discipline and application. Consultant shall provide District with a final update on the final design criteria utilized.

4.6 Quality Levels and Quality Control Procedures

The Plans and Specifications must clearly identify and describe the all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet, or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

4.7 Phasing Recommendations.

Consultant shall assist the District/CM in providing, at 50% completion of this phase, a recommended construction-phasing schedule for the construction work, which will minimize disruption to District operation and adjacent/concurrent construction projects.

4.8 50% Construction Documents Review.

Consultant shall submit to District for District's review and comment the Construction Documents (Plans and Specifications) developed in this Phase at 50% completion and again at 90% completion. Consultant shall allow District one week for review of its 50% and 90% construction documents deliverable. Consultant shall respond to District comments and incorporate those comments as necessary in the Consultant's professional judgment prior to submittal to DSA.

4.9 90% Review and Estimate of Construction Cost.

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and estimate of Project construction costs. If the cost estimate based on the final Plans and specifications exceeds the project budget as defined in Appendix F, Project Scope as may be amended, the Consultant shall recommended revisions to the plans and specifications that will reduce costs to the budget amount and upon approval of the District, shall make such revisions.

**5. Bidding and Award Phase.**

5.1 After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist the District/CM in administering the bidding and award of the construction contract. This shall include:

5.1.1 Consult with District/CM concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

5.1.2 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment as requested by the District or to respond to bidder requests.

5.1.3 Attend the bid opening and assist District in evaluating bids.

5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor

exceeds the latest accepted estimate of construction costs, District may, at its discretion:

- 5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.
- 5.2.2 Reject all bids and rebid the contract.
- 5.2.3 If the bid amount is more than 10% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase in 4.9 above, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work. Whenever possible, alternates will be additive, not deductive. Deductive alternate shall not be used to meet the 10% limit above.
- 5.2.4 Abandon the Project and terminate this Contract.

6. **Construction Phase.** After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work, to the extent possible with limited construction observation.

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. The attached Exhibit A-I. Responsibility Matrix describes more fully the Consultant's services during the Construction Phase. This Appendix A and Exhibit A-I are deemed complimentary: what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence, subject to Paragraph 7 below.

- 6.1 The Consultant shall attend the pre-construction conference, the weekly owner-architect-contractor (OAC) meeting, and any dispute resolution conferences when requested by the District. Architect shall maintain minutes of the weekly OAC meeting.
- 6.2 The Consultant shall review Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents. The Consultant shall review the documents within ten (10) working days and shall do so consistent with the terms of the Construction Contract.
- 6.3 The Consultant shall periodically visit the site to monitor the quality and progress of the work and furnish written field reports as needed. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. If the original schedule is extended for reasons other than the fault of Consultant (or Consultant's consultants), the District may direct additional work monitoring as additional services. Consultant shall advise District in writing of Consultant observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing or supplying portions of the Work.
- 6.4 The General Contractor shall have the duty to determine the methods and means to achieve the intent of the design, as described in the Construction Documents. The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.

- 6.5 Consultant shall issue necessary interpretations, clarifications and request for information (RFI) replies regarding the Contract Documents, supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project, while allowing sufficient time in the Consultants professional opinion to permit adequate review. Unless mutually agreed to with the District otherwise, the consultant shall respond to RFI's no longer than an average of five (5) working days after their receipt and other submittals no longer than ten (10) working days after their receipt.
- 6.6 Consultant shall maintain to the satisfaction of District its own computer database system of RFI's and submittals, showing dates received from and returned to Contractor so that RFI's are processed promptly as to not delay the construction schedule. Consultant shall expedite responses to RFI's that Contractor indicates are time critical. The system shall show the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.
- 6.7 The Consultant shall require any sub-consultant to provide the Services listed in this section where and as applicable and to visit the project during the time that construction is occurring on the Portion of the work related to its discipline and report in writing to the Consultant.
- 6.8 The Consultant shall promptly notify District in writing of those defects or deficiencies in the work, to the extent possible with limited site observation, or of any matter of dispute with the Contractor that the Consultant is aware of.
- 6.9 Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, Consultant shall assist District in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Consultant shall sign payment applications from the contractor to reflect Consultant's recommendation that payments be made, and shall ensure proper conditional and unconditional waivers are included with payment applications prior to submitting such applications to the District for final action. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 6.10 Consultant shall assist the inspector in establishing and maintaining to the satisfaction of District a computer database or spreadsheet that shall contain complete and accurate records regarding known defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Such database shall be available to District at all reasonable times and be turned over to District upon completion or termination of this Contract.
- 6.11 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). District/CM shall ensure that those under contract with the District furnish copies of the required reports, etc. to the Architect.
- 6.12 Consultant shall review work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall perform one (1) punchlist review and one (1) follow-up review. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.
- 6.13 The Consultant shall regularly review the contractors' as built Plans, showing "as built"

conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.

- 6.14 Promptly advise Owner of any anticipated or actual disputes or claims and attempt to resolve disputes that Consultant becomes aware of. Failing to do so, provide Owner with a written summary of the dispute, the respective positions of the parties and a recommended settlement. Any further Consultant dispute resolution services except as may be due to a deficiency in Consultant's services will be additional services.

7. **Additional Services.** All Services identified in the foregoing sections of this Appendix A are "Basic Services". The District may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract ("Additional Services"). Services required to be performed by Consultant upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Plans and Specifications prepared by Consultant. All such services necessary because of Consultant's errors, omissions or conflicts of any type in Consultant's Plans and Specifications shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant, except for unforeseen conditions or additional agency requirements after plan approval by such agency. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services, unless mutually agreed to by the District and Consultant.

- 7.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Appendix C.

- 7.2 Services. The following services shall be considered Additional Services:

- 7.2.1 Making revisions in reports, drawings, or other documents, if:

7.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services as described in this Section 7: and

7.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment, revision or interpretation of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.

- 7.2.2 Changes in scope such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

- 7.2.3 Required out-of-town travel beyond limits specified in Appendix C.

- 7.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.

- 7.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking to the extent not required by other provisions of this Agreement.

- 7.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other

proceeding or legal proceeding.

- 7.2.7 Preparation of applications and supporting documents for governmental grants and permits (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services). Preparing applications for state funding or for State Allocation Board (SAB) actions.
- 7.2.8 Participating in more than three public meetings. Public meetings exclude normal project meetings with District, users, site committees, contractors, and others and are limited to meeting scheduled specifically for public participation or input.
- 7.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 7.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 7.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, extended Construction not due to the default of the Consultant, Punchlist and Close Out Services, whenever performed, shall be Basic Services).
- 7.2.12 Providing services in connection with replacement of Work damaged by fire or other causes and furnishing services required in connection with the replacement of such work.
- 7.2.13 Providing services made necessary by the default or termination of the Contractor.
- 7.2.14 Preparing documents for alternate, fast-track, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 7.2.15 Prepare a CADD set of reproducible record prints of Plans showing 'As-Built' conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans, and other data furnished by the Contractor, provided District executes mutually agreeable electronic document release and indemnity agreements with Architect.
- 7.2.16 Preparation of plans and specifications as required by District to comply with California High Performance Schools program, LEED certification, or other specialized energy or sustainable design criteria.
- 7.2.17 Providing services in connection with DSA closeout matters following Consultant's delivery of a complete close-out package to DSA, except when such services relate to matters that reasonably should have been performed by Consultant prior to delivery of the complete close-out package to DSA.

Attachments to this Appendix:

Exhibit A-I, Responsibility Matrix

**END OF APPENDIX A**



## APPENDIX B TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### STAFFING

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District, acting through its Board of Trustees ("**District**"), and LPA, Inc. ("**Consultant**") for the provision of professional services.

The District has designated Enrique Navas, Assistant Superintendent – Administrative Services as its representative for this project. The Consultant has proposed and District has accepted the following Consultant staff:

Person	Position	Firm
--------	----------	------

The foregoing is subject to mutually agreed written revisions.

**END OF APPENDIX B**





## APPENDIX C TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### COMPENSATION

This is an appendix attached to, and made a part of the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“District”) and LPA, Inc. (“Consultant”) for the provision of professional services.

- 1. Basic Services Fee.** For Basic Services under this Contract, the parties have agreed to compensation as follows: Consultant shall be paid on the basis of the California Office of Public School Construction SAB Architect Fee Schedule. Specifically, Consultant shall be paid a percentage of the “Bid Day Budget” as defined in Appendix F, Project Description, of this Agreement, as follows, it being understood that the percentage rates set forth below shall be applied separately against the Bid Day Budget for sitework and utilities (“Increment 1”) and the Bid Day Budget for buildings (“Increment 2”):

<b>Bid Day Budget Amount</b>	<b>Architect Compensation Percentage Rate New Construction</b>	<b>Architect Compensation Percentage Rate Modernization</b>
First \$500,000	9%	12%
Next \$500,000	8.5%	11.5%
Next \$1,000,000	8%	11%
Next \$4,000,000	7%	10%
Next \$4,000,000	6%	9%
Excess of \$10,000,000	5%	8%

The parties agree that, applying this scale to the Bid Day Budget, the Consultant’s fee for Basic Service shall initially be \$1,398,493. Consultant’s fee for Basic Services shall be adjusted from time to time to reflect the actual value of the construction contract for the Project. Consultant shall bill for reimbursable expenses as identified below in Section 3 of this Appendix C. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Contract. If District and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract Price established in this Appendix C.

The Contract Amount above is based on the Project Scope in Appendix F including the Bid Day Budget for construction and the change order allowance.

To assist District in determining progress payments, Consultant shall provide District with its Work Plan as described in paragraph 1.11 of the Agreement.

Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase	12 percent	(12%)
Design Development Phase	12 percent	(12%)
Construction Documents Phase	38 percent	(38%)
Agency Review Phase	5 percent	(5%)
Bidding or Negotiations Phase	5 percent	(5%)
Construction Phase	25 percent	(25%)
Closeout	3 percent	(3%)

Total Basic Compensation

(100%)

2. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

☐ Upon completion of work.

☒ Monthly based upon Consultant's percentage completion of the Services pursuant to this Agreement

2.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

2.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of the Consultants invoice as set forth in the attached schedule.

2.3 Payment for Closeout will be made after DSA certification of project, provided, however, that Consultant shall be entitled to closeout payment upon completion by Consultant of all work required to be completed by Consultant in connection with project closeout,.

3. **Costs and Reimbursables.** The District will pay Consultant for "**Costs and Reimbursable Expenses**" in addition to compensation for Basic and Additional Services at one and one tenth (1.10) times the amounts invoiced to the Consultant for expenses in the interest of the Project as identified below, provided that all Costs and Reimbursable Expenses require supporting documentation that must be included with the Consultant's invoice, submitted pursuant to this Appendix C:

- Expense of printing, plotting and delivery relating to bidding, agency submittals and specific Owner requested prints or plots (other than the base deliverables of plans and specifications identified in the Agreement or identified below as within Basic Services).

In no event shall Costs and Reimbursables exceed \$ \_\_\_\_\_. The following expenses are included as part of Basic Services and are not allowed to be invoiced as Costs and Reimbursable Expenses" as defined above:

- Printing and Delivery. Expense of printing, plotting and delivery for one set of drawings for the District at the time of each milestone submittal.
- Travel. Local Travel (150 miles from either the project site, the Consultant's office(s), or the District's office) incurred by Consultant to District locations and local agencies. All reimbursable travel must be approved by the District in writing and in advance.
- Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs are not recoverable on Basic Services, but are recoverable in connection with Additional Services.
- Delivery Costs. Courier services and overnight delivery costs are not recoverable for Basic Services, but are recoverable for Additional Services if requested by the District/CM.
- Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, are not recoverable for Basic Services, but are recoverable for Additional Services. Reproduction and delivery costs for associated with bidding and construction sets shall be reimbursable.

4. **Additional Services.** The District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Contract executed by the District and the Consultant. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment. Each such Amendment shall provide for a fixed price or, where payment for such Additional

Services is to be on an hourly basis, for a maximum amount. Each Amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed.

The parties agree that architectural services related to food service, acoustical, storm water pollution prevention planning, extra construction administrative support, data and telecommunications engineering and other such services provided by other specialty consultants, shall all be billed as Additional Services. Such Additional Services shall not be performed and expenses shall not be incurred for such services without the prior written consent of the District's Superintendent or an individual designated in writing by the Superintendent. The parties acknowledge that Consultant's projected design fees include proposed augmentations for such Additional Services in the amount of \$115,357 and that, to the extent that the District does not approve the incurring of some or all of the proposed expenses related to these services, Consultant's compensation as set forth in this Appendix C will be correspondingly reduced.

Likewise, if acceleration of plan development is required during the Schematic Design Phase of the Project owing to the District's need or the conditions of the Project and such acceleration is requested in advance and in writing by the District, Consultant shall be reimbursed for such services on a time and materials basis, to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants at a rate of 110% of the amount expended under the sub-contract.

5. **Record Drawings in BIM Format.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two and a half percent (2.5%) of the Consultant's fee for Increment 1 and Increment 2 Basic Services in consideration of Consultant's work in creating record drawings for the Project in Building Information Modeling ("BIM") format. The parties agree that, applying this scale to the Consultant's Fee for Increment 1 and Increment 2 Basic Services, as initially calculated, the Consultant's allowance for creating such BIM record drawings shall initially be an amount not to exceed \$34,963. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in preparing the BIM record drawings for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 5), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 5), at a rate of 110% of the amount expended under the sub-contract.
6. **Programming.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two tenths of a percent (0.20%) of the Bid Day Budget for sitework and utilities and up to one-tenth of a percent (0.10%) of the Bid Day Budget for buildings in consideration of Consultant's work in programming during the design development phase of the Project. The parties agree that, applying this scale to the Bid Day Budget, as initially calculated, the Consultant's allowance for programming for sitework and utilities (Increment 1) shall be an amount not to exceed \$6,422 and the allowance for programming for buildings shall initially not exceed \$18,072. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in performing programming work for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 6), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 6), at a rate of 110% of the amount expended under the sub-contract.

7. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 calendar days of receipt.

5.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

5.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable within 30 days of receipt of the Consultants invoice.

The District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursables, or credits from other parties who may be liable for claims by the Owner.

8. **Worksheet.** For clarity, attached as Exhibit C-2 to this Appendix C is a worksheet showing the initial projected total design fees, including augmentations and allowances, as described herein, of \$1,636,317, based on the projected cost of construction for the project. In the event of any discrepancy between this Appendix C and Exhibit C-2, the terms of this Appendix C shall control.

#### **END OF APPENDIX C**

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EXHIBIT C-1

CONSULTANT'S CURRENT HOURLY RATES

[TO BE PROVIDED]



EXHIBIT C-2

CONSULTANT'S FEE WORKSHEET





Sequoia Union High School District - M-A HS  
Phase I Classroom Building and Sitework

**TOTAL ESTIMATED BASED ON BID DAY BUDGET**

**\$ 21,288,130**

**DESIGN FEES BASED ON BID DAY BUDGET**

Based on OPSC Fee Guidelines

**Modernization / Sitework**

Estimated Construction Cost

**Sitework & Utilities**

**\$ 1,084,035**

**Buildings**

**\$ 55,702**

	Construction Value	Fee %
First \$	500,000	12.0%
Next \$	500,000	11.5%
Next \$	1,000,000	11.0%
Next \$	4,000,000	10.0%
Next \$	4,000,000	9.0%
Remaining \$	10,000,000	8.0%
	<b>Subtotal</b>	<b>11.7%</b>

**Increment I**

Fee
\$ 60,000
\$ 57,500
\$ 9,244
\$ -
\$ -
\$ -
<b>\$ 126,744</b>

**Increment 2**

Fee
\$ 6,684
\$ 0
\$ 0
\$ 0
\$ 0
\$ 0
<b>\$ 6,684</b>

**New Construction / Associated sitework**

Estimated Construction Cost

**Sitework & Utilities**

**\$ 2,132,255**

**Buildings**

**\$ 18,016,139**

	Construction Value	Fee %
First \$	500,000	9.0%
Next \$	500,000	8.5%
Next \$	1,000,000	8.0%
Next \$	4,000,000	7.0%
Next \$	4,000,000	6.0%
Remaining \$	10,000,000	5.0%
	<b>Subtotal</b>	<b>8.3%</b>

**Increment I**

Fee
\$ 45,000
\$ 42,500
\$ 80,000
\$ 9,258
\$ -
\$ -
<b>\$ 176,758</b>

**Increment 2**

Fee
\$ 45,000
\$ 42,500
\$ 80,000
\$ 280,000
\$ 240,000
\$ 400,807
<b>\$ 1,088,307</b>

Total Approximate Construction Cost

**\$ 3,216,290**

**\$ 18,071,841**

Ratio % of Construction Cost

15%

85%

**Subtotal Fees**

**\$ 303,502**

**\$ 1,094,991**

**Proposed Fee Augmentations<sup>1</sup>**

Food service<sup>2</sup>

TBD

Acoustical (Charles M. Slater & Associates)

\$ 31,600

SWPPP and WQMP (LPA)

\$ 15,000

Cost Estimating(Cumming)<sup>3</sup>

\$ 58,270

Architectural Coordination (10% of Above)

\$ 10,487

**Subtotal of Fee Augmentations**

**\$ -**

**\$ 115,357**

**Subtotal Fee**

**\$ 303,502**

**\$ 1,210,348**

# **Fee Breakdown for Progress Payments per Contract's Appendix C**

Phase	Fee %	Increment 1	Increment 2
		Fee	Fee
Schematic Design	12.0%	\$ 36,420	\$ 145,242
Design Development	12.0%	\$ 36,420	\$ 145,242
Construction Documents	38.0%	\$ 115,331	\$ 459,932
DSA Approval	5.0%	\$ 15,175	\$ 60,517
Bidding	5.0%	\$ 15,175	\$ 60,517
Construction Administration	25.0%	\$ 75,875	\$ 302,587
DSA Closeout	3.0%	\$ 9,105	\$ 36,310
Total	100.0%	\$ 303,502	\$ 1,210,348

## **Allowances**

Record drawings allowance (2.5%) <sup>5</sup>	\$ 7,588	\$ 27,375
Programming		
(0.2% of constr for site, 0.10% of constr for bldg) <sup>6</sup>	\$ 6,433	\$ 18,072
Accelerated Schedule <sup>4</sup>		
Allowances particular to the M-A HS campus		
Fire flow investigation and design (LPA) <sup>7</sup>	\$ 35,000	
Site electrical upgrades investigation and design <sup>8</sup>	\$ 28,000	

	Increment 1	Increment 2
<b>Total Fee</b>	<b>\$ 380,522</b>	<b>\$ 1,255,795</b>
Fee as a Percentage of Construction Cost	11.83%	6.95%

## **Notes**

- 1 Fee Augmentations are based on Appendix C, Paragraph 4 Additional Services
- 2 Food services additional service to be determined based on District's food consultant scope
- 3 Not included in original OPSC SAB Architect Fee Schedule
- 4 To be included as a separate proposal
- 5 Based on Appendix C, Paragraph 5 Additional Services
- 6 Based on Appendix C, Paragraph 6 Additional Services
- 7 Work required based on the information provided by Spenser Associates and LPA's meeting with Local Fire Department during Modulares project
- 8 Work required based on initial investigation during modulares project

## APPENDIX D TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### INSURANCE

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("District") and LPA, Inc. ("Consultant") for the provision of professional services.

**1. Consultant's Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

**1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of Consultant's operations, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant.

**1.2 Business Automobile Liability Insurance.**

Business automobile liability insurance with limits not less than \$2,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant.

**1.3 Workers' Compensation Insurance.**

Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

**1.4 Professional Liability Insurance.**

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$75,000 for each claim, or \$25,000 on proof of solvency to \$75,000 on the ledger,. Consultant shall maintain this coverage for a period of three (3) years after the completion of the Services and provide annual certificates of insurance evidencing the same if requested by District.

**2. Insurance policies shall contain an endorsement containing the following terms:**

Status of Sequoia Union High School District as Additional Insured.

- 2.1 On Consultant's Commercial General Liability policy and Automobile Liability Policy, Sequoia Union High School District, and its affiliates, directors, officers, officials, partners, representatives. Employees, consultants, sub-consultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Waiver of subrogation shall apply to each additional insured.
- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except for non-payment of premium, for which notice shall be ten (10) days.
- 2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any additional insureds shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.5 Certificates of Insurance shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or sub-consultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX D**

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## **APPENDIX E TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **LIST OF REQUIRED DELIVERABLES**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and LPA, Inc. (“**Consultant**”) for the provision of professional services.

#### **1. Project Deliverables**

- 1.1 Performance Schedule.
- 1.2 Consultant’s coordination reports and or meeting minutes for District’s coordination of its activities.
- 1.3 Monthly Status Report (with each payment application).
- 1.4 Work Plan.

#### **2. Schematic Design Phase.** The deliverables required by the Schematic Design Phase are defined in Section 2 of Appendix A and include, but are not limited to, the following deliverables:

- 2.1 Preliminary layouts, sketches and schematic design criteria, outline specifications, with supporting reports and exhibits.
- 2.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 2.3 Preliminary phasing recommendations, if any.
- 2.4 Design basis report or specifications.

#### **3. Design Development Phase.** The deliverables required by the Design Development Phase are defined in Section 3 of Appendix A and include, but are not limited to, the following:

- 3.1 Design Development Phase plans, specifications, engineering calculations, area calculations.
- 3.2 Updated rough estimate of construction costs.
- 3.3 Preliminary engineering calculations.
- 3.4 Construction phasing recommendations and permit requirements, if any.

#### **4. Construction Document Phase.** The deliverables required by the Construction Documents Phase are defined in Section 4 of Appendix A and include, but are not limited to, the following:

- 4.1 50% and 90% construction documents deliverable.
- 4.2 Final plans and specifications, including AutoCAD files and any necessary supplementary conditions to the construction contract.
- 4.3 Final engineering calculations.
- 4.4 Revised rough estimate of construction Costs.

5. **Bidding.** The deliverables required by the Bidding Phase are defined in Section 5 of Appendix A and include, but are not limited to, the following:
- 5.1 Written addenda (where necessary).
  - 5.2 Written determinations regarding proposed substitutes.
6. **Construction Phase.** The deliverables required by the Construction Phase are defined in Section 6 of Appendix A and include, but are not limited to, the following:
- 6.1 Necessary notices, communications, interpretations, clarifications, as required by section 6, and in the format required by Section 6, including without limitation:
    - 6.1.1 Certificates of Substantial Completion and Final Completion.
    - 6.1.2 Punchlists.
    - 6.1.3 Electronic record sets and sets of reproducible record prints of plans showing changes made during construction.
    - 6.1.4 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

**END OF APPENDIX E**

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## **APPENDIX F TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **PROJECT DESCRIPTION**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("**District**"), and LPA, Inc. ("**Consultant**") for the provision of professional services.

- 1. Program:** The program for these services includes the design and building of a new twenty one-classroom, two story building on the Menlo-Atherton High School campus, on the location of the existing Building "G." The eleven existing modular classrooms of Building G will be demolished, resulting in a net increase of ten teaching stations. Additional facilities that are part of the program include staff workroom/collaboration spaces, student and staff toilets, a food services serving kitchen/serving windows, and a lunch shelter/student dining area.

#### **2. Project Bid Day Budget.**

The Project's Bid Day Budget ("**Bid Day Budget**") is initially the Project Budget attached as Exhibit F-1 to this Appendix F. The Bid Day Budget is initially \$ 21,288,130, provided, however, that the Bid Day Budget shall be adjusted to reflect the value of the construction contract actually awarded for the Project. Consultant's compensation for Basic Services under the Contract shall be adjusted to reflect any changes in the Bid Day Budget. The parties agree that the Bid Day Budget as initially set in this Contract contains a twenty percent (20%) design contingency. The parties agree that, at the end of the design development phase of the Project, the design contingency shall be reduced to ten percent (10%) and that Consultant's compensation shall be adjusted accordingly; and that, at the conclusion of the construction documents phase of the Project, the design contingency, if not used, shall be reduced to zero percent (0%), and that Consultant's compensation shall be adjusted accordingly. Consultant's design hereunder must conform to District's Bid Day Budget. Consultant shall access the design contingency only with the written consent of the District.

#### **3. Project Schedule**

Consultant's timetable for the Services shall be as shown in Exhibit F-2, Project Schedule (see below for schedule). Time limits established by this schedule and approved by the District shall not, except for reasonable cause, be exceeded by the Consultant or District. The District and Consultant agree and acknowledge, however, that the performance of the Consultant's services may depend upon other parties and circumstances which the Consultant cannot control. The schedule, therefore, shall be extended by agreement between the District and Consultant, except to the extent the Consultant (including its consultants) is responsible for Project delays.

#### **4. Project Drawings**

Drawings now available indicating the planned scope of the work are attached or referenced in Exhibit F-3, Project Drawings. Not applicable at time of agreement.

Attachments to this Appendix: Exhibit F-1 and Exhibit F-2.

**END OF APPENDIX F**

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EXHIBIT F-1

PROJECT BUDGET

[TO BE PROVIDED]



EXHIBIT F-2

CONSULTANT'S TIMETABLE

[TO BE PROVIDED]



# **APPENDIX G TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

## **PROJECT SCHEDULE**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and LPA, Inc. (“**Consultant**”) for the provision of professional services.

<b><u>Task Description</u></b>	<b><u>Completion Date</u></b>
Approval to Proceed to Design	September 22, 2014
Design Starts	September 23, 2014
Increment 1 – Site Utilities DSA Approval	January 2015
Increment 2 – Building DSA Approval	March 2015
DSA Review and Approval (6 Months – est.)	September 2015
Lease Lease Back Final Contract Negotiations	October 2015
Construction	December 2016

**END OF APPENDIX G**

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**Contract for Professional Architectural Services for the Sequoia Union High  
School District**

**AGREEMENT**

**BETWEEN**

**QUATTROCCHI KWOK ARCHITECTS**

**AND**

**SEQUOIA UNION HIGH SCHOOL DISTRICT**

**DISTRICT CONTRACT NO. \_\_\_\_\_**

# CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS CONTRACT FOR CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES ("Contract") is entered into as of October 8, 2014, between the Sequoia Union High School District ("District"), and Quattrocchi Kwok Architects ("Consultant"), who agree as follows:

1. **Scope of Professional Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix C ("Compensation"), which appendices are attached and incorporated herein by reference into this Contract.

2. **Term.** This Contract shall become effective upon its execution by Consultant and by District. All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

3. **Standard of Performance.** Consultant shall not assign any portion of this Contract and shall perform the Services using the persons and sub-consultants listed in Appendix B ("Staffing"). Consultant shall hire only qualified persons who are experienced in performing work of like nature and complexity to the Services. Consultant may substitute personnel or sub-consultants only upon the District's written consent, which will not be unreasonably withheld provided Consultant proposes substitute personnel or sub-consultants with equivalent qualifications. Consultant represents that its employees possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that performs professional services of like nature and complexity of the Services.

4. **Indemnification and Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save harmless District and all of its officers, directors, representatives, agents and employees, from and against any and all claims and liability to the extent resulting from Consultant's negligence, recklessness or *willful* misconduct or breach of this Contract. Such indemnity shall not extend to the extent of District's *active* negligence or willful misconduct. Notwithstanding any provision of this Contract, the District shall not be liable to Consultant or any sub-consultant, in either contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. District's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation. The Consultant's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for reasonable attorneys fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the professional negligence, recklessness or willful misconduct of the Consultant on a comparative fault basis; but not or any loss, injury, death or damage caused by the negligence, recklessness, or willful misconduct of District or of other third parties for which the Consultant is not legally liable.

5. **Notices.** The District and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail, to the following addresses and facsimile numbers:

CONSULTANT: Quattrocchi Kwok Architects  
636 5<sup>th</sup> Street  
Santa Rosa, CA 95404  
Attn: Steve Kwok  
Phone: 707-576-0829

DISTRICT: Sequoia Union High School District  
480 James Avenue  
Redwood City, California 94062  
Attention: Enrique Navas, Assistant Superintendent  
Phone: 650-369-1411 extension 2217



**6. Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, sub-consultants and agents in connection with the performance of Services under this Agreement. Under no circumstances shall this Contract be construed as creating an employment agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services, and or goods delivered pursuant hereto.

**7. Suspension and termination of Services.** (i) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates this Contract for default Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from, and to the extent caused by, such breach and termination. (iii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District's best interests. In the event District terminates this Contract for convenience, Consultant shall be entitled to recover its fees and costs earned pursuant to Appendix C of this Agreement up to the termination, but may recover no other cost, damage or expense. (iv.) If at any time District believes Consultant is in default or that it appears reasonably probable that Consultant may default under this Agreement, District may in its sole discretion, demand Consultant provide District within seven (7) days, written assurances of performance and a written plan to cure or prevent such default, and failure to do so shall constitute an event of default.

**7a. Suspension and Resumption:** If the Project is suspended by the District for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

**7b. Failure to Make Payments:** Failure of the District to make two consecutive payments to the Consultant in accordance with this Agreement, except for disputed amounts may, upon 15 days written notice to the District and failure to cure before the end of the 15 day period, be considered substantial nonperformance and cause for termination.

**8. Confidential Information.** Consultant agrees that all information disclosed by District to Consultant, or developed by Consultant in the performance of its Services, is confidential and shall be held in confidence and used only in the performance of this Contract. Consultant agrees that it shall not disclose to third parties outside of the District any information, unless and only to the extent necessary for the performance of the Services, *unless the District gives it written consent to disclosure, or by order of a court with jurisdiction over the matter.*

**9. Ownership of Work Product.** Any interest (except copyright interests) of Consultant or its subcontractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepaid by Consultant or its subcontractors or sub-consultants in connection with the Services, shall become the property of the District. Regarding copyright interests, Consultant grants District a license to copy and use all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Services, for purposes related to the Project. If District alters or re-uses for construction any drawings, plans or any other design documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Project following termination or completion of the Project, the District agrees to remove the names and seals of the Consultant and the Consultant's consultants, and shall

indemnify, defend and hold Consultant harmless from and against any third party claims that result of such use or reuse of the Consultant's drawings, plans or any other design documents (including electronic media).

**10. Audit/Inspection of Records.** Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, timecards, records and all other data related to matters covered by this Contract. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records at mutually convenient times. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

**11. Disputes.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder, including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes. The District may withhold only those funds that are in dispute. In the event that the withholding by the District exceeds 10% of the total fee, the Consultant may discontinue work on the Project pending the good faith resolution of the dispute by both parties in accordance with this Article 11 of the Agreement. In the event the amount withheld is less than 10% of the total fee, Consultant agrees it will neither rescind this Agreement, nor stop the progress of its services in accordance with the Agreement pending a subsequent resolution of such disputes. Consultant shall continue its work, and the District shall continue to make payments for undisputed work, throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract. As a precondition to litigation by any party, mediation shall occur before a mediator and at a time/location mutually agreed upon, and if agreement is not reached, then by a mediator and at a time/location selected by the San Mateo County Superior Court using a list of construction industry mediators qualified by the American Arbitration Association and setting a time/location it deems reasonable (but within 60 days of the initial mediation demand). The cost of such mediation (i.e., the mediators fees and costs) shall be borne equally between the parties.

**12. California Law.** This Contract shall be deemed to have been executed in San Mateo County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in San Mateo County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

**13. No Third Party Beneficiaries.** Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

**14. Entire Contract.** This Contract, all Appendices to the Contract, and any written modifications to them shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

**15. No Waiver.** The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Contract including, but not limited to, its obligations to perform at all times in accordance with contract standards and requirements. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision

hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

**16. Statutes of limitation.** As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

**17. Hazardous Materials.** In the event the District or Consultant is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous, contaminants, materials, air pollutants or water pollutants at the site expressly subject to regulation under state or federal laws governing hazardous materials ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Upon such knowledge or notice, the District shall promptly retain a qualified consultant to investigate, test, and determine the presence of such Hazardous Substances and, if such Hazardous Substances are found at the site to an unacceptable degree, to provide services that may include, among other things, recommendations as to the removal, encapsulation, or other appropriate handling of such Hazardous Substances. The District shall retain qualified experts in handling of such hazardous Substances

**17.1** The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos, and/or lead containing material, at its sole cost.

**17.2** In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products, or materials at or near the Project site, the District agrees, to the fullest extent permitted by the law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material or hazardous or toxic substance, products or material, that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability, or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

**17.3** The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter of hazardous materials, as these terms are defined in applicable federal or state statutes.

**18. Professional Credits.** Unless the District requests otherwise, the Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's professional materials. The Consultant's materials shall not include the District's confidential or proprietary information if the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

**19. Appendices.** The following appendices and Exhibits are part of this Master Agreement and are incorporated into the Agreement by reference.

Appendix A.	Services
Appendix B.	Staffing
Appendix C.	Compensation (TO BE PREPARED)
Appendix D.	Insurance
Appendix E.	List of Required Deliverables
Appendix F.	Project Description (TO BE PREPARED)
Appendix G.	Schedule (TO BE PREPARED)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

SEQUOIA UNION HIGH SCHOOL DISTRICT, Acting by and through its Board of Trustees

By:

\_\_\_\_\_  
James Lianides, Superintendent

QUATTROCCHI KWOK ARCHITECTS

By \_\_\_\_\_

Full Name and Title:

[If corporation should be signed by Chairman, President or Vice President; and CFO or Secretary. If partnership, by general partner; if limited liability company, by member or manager, as appropriate]

By: \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

By. \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

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## APPENDIX A TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### SERVICES

This is Appendix A, "Services," attached to, and incorporated by reference into, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("District") and Quattrocchi Kwok Architects ("Consultant") for the provision of professional services.

1.0 Consultant shall provide the services described here.

#### 1.1 Scope of Services.

Performance of Services shall require Consultant to work with, meet with, and attend meetings with District staff and representatives, with inspectors, with testing agencies, with other governmental agencies, with contractors, and with such other consultants as District and Consultant determines necessary, and to the extent reasonably necessary, for the design and construction of the Project and performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).

Except as specifically and expressly excluded from the scope of work in this Appendix A, Consultant shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete each Project, including but not limited to, all architectural services and all civil, electrical, mechanical, structural engineering services and any sub-consultants as required to perform the Services and complete each Project (Furniture and equipment may be shown on the Drawings, but furniture and equipment lists, and traffic engineering, however, if necessary, will be compensated as an Extra Service, as defined herein). Specialty consultants, if necessary and agreed to by the District, will be compensated as an Extra Service.

#### 1.2 California School Construction Laws.

Services performed by Consultant shall conform to the requirements of the laws of the State of California applicable to school construction, including but not limited to, the requirements of the California Business Professions Code, the California Education Code, and the California Code of Regulations. As required by the California Education Code and Code of Regulations, all plans, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Consultant, shall be prepared by or under the direct supervision of licensed personnel. As referenced in those codes, "Responsible Charge" for the work shall be with a Registered Architect/Engineer licensed in the State of California: and such personnel shall also be in "responsible charge" of observation of the construction, as required by those codes.

#### 1.3 Title 24 Compliance.

1.3.1 To the extent applicable to Consultant's Services, Consultant shall, consistent with the standard of care established by this Agreement and industry practice, comply with all requirements of all laws as if set forth in this Agreement, including but not limited to, the State Building Code, Part I, Title 24, California Code of Regulations ("Title 24"). Consultant shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 4-341 of Title 24, which include, but are not limited to, the following:

1.3.1.1 Architect shall use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the Project and endeavor to inform District of any inconsistencies

between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. However, Architect does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirement of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of the District.

- 1.3.2 Prepare all project designs to meet building standards set by law, including but not limited to those set forth in Parts 2, 3, 4., 5 and 7, Title 24, in effect at the time of bidding, which are minimum standards applicable to school construction; coordinate submission and approval of same to Division of State Architect ("DSA").
- 1.3.3 Coordinate and cooperate fully with the DSA, and any other authority with jurisdiction to secure timely review and approval of Consultant's work, including but not limited to:
  - 1.3.3.1 Consultant will estimate review time for DSA review of plans and specifications based on DSA's published review time and, to the extent reasonable, through discussions with DSA regarding anticipated review time. Such estimates will be incorporated into the project schedule, it being understood that Consultant has no control over DSA review time;
  - 1.3.3.2 Submitting, in a timely manner, Construction Change Directives to DSA when required as a structural, life safety, access, or other issue requiring DSA review;
  - 1.3.3.3 Using Consultant's efforts to secure early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
  - 1.3.3.4 Contacting DSA to determine the required DSA fee for submittal and advise the District at least four weeks in advance of submittal, so as to help avoid delay.
- 1.3.4 Coordinate and cooperate fully with the DSA in its required observation of construction.
- 1.3.5 Designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each project.
- 1.3.6 Submit to DSA Verified Reports on the form and frequency required by Title 24, showing that based on consultant's personal knowledge as defined by Title 24, the work is in conformance with the approved plans and specifications. Obtain Verified Reports from consultants and Owner and submit to DSA as required by Title 24.
- 1.3.7 Advise on selection of the DSA certified Project Inspector and testing laboratories; and preparing addenda and change orders as required by conditions on the project.
- 1.3.8 Perform general observation of the work of construction, interpreting the approved drawings and specifications.
- 1.3.9 Receive and act upon all technical correspondence from the State to the architect or registered engineer in general responsible charge of the project.
- 1.3.10 Perform those responsibilities imposed upon it under Title 24 including, but not

limited to, observation and personal contact with the project, Consultant's sub-consultants, submitting information to DSA, and general direction of the work of the Project Inspector (as set forth in Title 24, Part I, 4-341(d)).

1.3.10.1 Consultant shall specify testing requirements where required in the construction documents, and prepare a testing and inspection report to submit for review and approval by DSA. When materials fail to comply with these tests, the Consultant will cooperate with the Inspector of Record, the Owner and if applicable, the Construction Manager in reviewing the General Contractor's response and solution to the specific testing failure. The General Contractor is responsible for meeting the requirements of the contract documents.

1.3.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which have been approved by Consultant to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Consultant, to the extent required by the California Code of Regulations, Title 24, Part I, 342(a).

1.4 State Communications: Assist with and coordinate communications with Office of Public School Construction and coordinate any necessary Department of Education approvals.

1.5 Design Criteria.

1.5.1 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications or design-build submittals from Contractors will be allowed only when necessary, and otherwise permitted by applicable law and regulation.

1.5.2 Unless otherwise permitted in writing by District or in accordance with the District Standards (to be issued), Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision. Should District approve Consultant specifying a proprietary or sole source item, Consultant shall recommend and with District approval, assist District by taking appropriate actions to obtain reasonable pricing of the item in the absence of competitive pricing.

1.5.3 When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems, and processes reflecting a particular manufacturer and that manufacturer's proprietary characteristics, including designation of such materials, processes, and systems as 'no substitution'. District agrees to indemnify Architect for 'no substitution' direction, including all claims concerning Public Contract Code Section 3400.

1.5.4 The District understands and agrees that materials, systems, and/or processes that are permissible under the current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics. In such cases, the District agrees to waive any and all claims against Architect as a result of such changes in the definition of such materials, systems, and/or processes in the future.

1.5.5 The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting

formats, or other data management and reporting systems without Architect's consent.

1.5.6 Architect agrees to meet and coordinate with District Construction Management (CM) consultants, and to review documents proposed for use by the CM, including specification sections. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding the use of such documents, including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

1.5.7 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like, and that such access is in conformance with Cal OSHA requirements.

1.6 Coordination with District.

For each phase of the Services under this Contract, up to the bid and construction phase, Consultant shall prepare and submit for District's acceptance a coordination report or meeting minutes. The purpose of this coordination report or meeting minutes shall be promoting coordination between the District and the Consultant, and to serve as a "to do" list for District in the succeeding phase of Services. The coordination report or meeting minutes for each phase of the Services under this Contract shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Contract. The coordination report or meeting minutes shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The coordination report or meeting minutes shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project. If submitted as meeting minutes, then the coordination report shall be separately identified as "District's Action Items" and shall then list all required items at least 30 days in advance of the item's due date.

1.7 Progress Schedule.

A progress schedule is incorporated into this agreement as Exhibit G. This schedule incorporates District review durations of one week for Schematic Design, and Design Development, and two weeks for 50% Construction Documents and 100% Construction Document Phases. It is understood by all parties to this agreement that the design process is an iterative process. Each phase of the work depends on decisions made during previous phases of the work. District agrees to make decisions on a timely basis so as not to delay the progress of the work. The Consultant may rely on those decisions and approvals. If decisions or approvals made in a previous phase or time period are then changed or withdrawn at a later time or during a later phase of the work, and if those revisions result in additional time and / or effort on the part of the consultant and its sub consultants, the District agrees that the additional effort required will be compensated as additional services under the terms of this Agreement, and that additional time will be added to the schedule commensurate with the magnitude of the revision. The parties agree, however, that all Additional Services, as defined herein, shall be requested and approved by the District as set forth in Section 7 of this Appendix A. Consultant shall be entitled to compensation only for Additional Services under this Section 1.7 that are approved in advance pursuant to Section 7 of this Appendix A.

1.8 Coordination With Other Consultants / Sub-consultants.

Consultant shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing its Services. Consultant shall participate in design coordination meetings with its sub consultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination



of design work and the performance of each consultant and sub consultant of their design responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Status Report.

Consultant shall provide District with a written Monthly Status Report (MSR). The MSR shall briefly, in a format approved by District, review project status, budget, schedule, work performed and contract deliverables. It shall also describe any areas where performance varies from plan, any actual or anticipated problems and Consultant's recommendations for preventative or corrective actions. Consultant shall meet with District monthly, or more often as needed, to discuss the Monthly Status Report and to plan actions. Consultant shall prepare and submit to District, minutes of these meeting, summarizing agreed on decisions and action.

1.10 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix E (List of Required Deliverables) to the Contract. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and reasonable modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.11 Consultant's Proposed Scope of Work.

Consultant shall supply District with a copy of its proposed Work Plan, developed for its own internal project planning, tracking and coordination ("Work Plan"). The Work Plan shall indicate how the Consultant plans to provide the scope of services and achieve the results described herein, and any additional negotiated scope of work items. District receives the Work Plan for information only and has no responsibility for approving it. This Appendix A and the Work Plan are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

1.12 Site Verification Review.

Consultant shall review existing District data, reports, plans and other information regarding the Project Site ("Site"), and perform visual field observations as necessary to become familiar with the Site. However, such field surveys shall not be construed as a replacement for Record or 'As-Built' documents, and do not document the detailed layout and character of existing building connections, piping, conduits, and related building system elements, nor require destructive investigation. Architect shall be entitled to rely on engineering data, capacity, and capability provided by utilities and public agencies. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project. District will take the lead and Consultant will assist in soliciting, evaluating and executing agreements for information as described above. Consultant will assist District, particularly in defining the need for such information and its requirements upon which District may request proposals. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project, including, but not limited to: all existing building systems, onsite, off-site utility and service systems; chemical, air, and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at Project sites.

1.13 Hazardous Materials

The Owner will provide Hazardous Materials Surveys, Hazardous material abatement plans, geotechnical investigations with soil mitigation recommendations (if necessary),

foundation and pavement recommendations, California Environmental Quality Act (CEQA) studies (if necessary), Department of Toxic Substance Control approval, if necessary, traffic studies, if necessary, and other specialty consultants not listed under basic services that may be required during the course of the work.

2. **Schematic Design Phase.** After receipt of the executed Contract from the District, Consultant shall prepare and deliver the following schematic design documents to the District:

2.1 Schematic Design Phase Documents

Schematic Design Phase Documents shall consist of reports containing conceptual layouts, sketches and schematic design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- 2.1.1 Plan list.
- 2.1.2 Site plan(s).
- 2.1.3 Schedule of building types, equipment, machinery, systems, wall types, roofing systems, HVAC and control systems.
- 2.1.4 Representative building sections and elevations.
- 2.1.5 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed.
- 2.1.6 Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project.
- 2.1.7 Projects specific analysis of codes, ordinances and regulations.
- 2.1.8 Three-dimensional line drawings or plans.
- 2.1.9 Initial construction phasing recommendations.

Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project. Consultant shall develop Schematic Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to twice monthly.

Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including, but not limited to, applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

At the conclusion of the Schematic Design Phase, Consultant shall prepare and deliver to the District, based on information available to Consultant at that time, an estimate and opinion of Project construction costs.

2.2 Design Basis Report

Consultant shall provide a narrative report describing for each design discipline and the rationale for the proposed systems. Disciplines shall include architectural, structural, mechanical, electrical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping. The rationale shall include initial costs, life-cycle costs, life expectancy and maintenance considerations. The design basis report shall include, for major building systems or components. (i.e. those comprising 25% of all building systems or components costs), a description of the top two or three options considered, an evaluation of their pros and cons and why the preferred option is recommended.

3. **Design Development Phase.** After receipt of District's written approval of the Schematic Design Phase documents, Consultant shall proceed as follows:

3.1 Final Design Criteria

Consultant shall prepare final design criteria or outline and technical specifications. Consultant shall participate in progress meetings with District representatives and any involved sub-consultants, at District's request, up to twice monthly, to review and secure District's written acceptance of final design criteria.

3.2. Design Development Documents

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

- 3.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements.
- 3.2.2 Revised Plan list.
- 3.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.
- 3.2.4 As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the work,
- 3.2.5 Prepare a design development level estimate of anticipated construction cost (reflecting the anticipated value of the low responsive responsible bid of the project), accompanied with analysis and justification for each element of the estimate. Estimates of Construction Cost represent the Consultant's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the District has control over the cost of labor, materials or equipment, or market conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the District's Project Budget.
- 3.2.6 Recommendations for scheduling and phasing of construction. Consultant shall include in these recommendations a list of all known permits or similar approvals or fees required by authorities with jurisdiction over the Project, the dates on which applications should be made or fees paid and approvals secured, and shall assist District in filling out applications and supporting documents as necessary, to avoid delay or disruption to the work.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. For major equipment and system specifications (comprising over 25% of anticipated project value), Consultant shall also submit first cost and life-cycle cost analysis, with comparative analysis for the selected equipment system item and two other alternative equipment items considered by Consultant but not selected only if

there are viable alternate choices.

- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for mechanical and electrical systems (for example: temperature, humidity, lighting levels and floor live load design shall be slated for general and special occupancy areas).

4. **Construction Document Phase.** After receipt of District's written approval of Design Development documents, and any adjustments in the scope and budget, the Consultant shall prepare the following Construction Documents:

4.1 Final Plans and Technical Specifications

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and technical specifications to show in adequate detail to a generally competent contractor all of the labor, materials, equipment and/or work to be furnished and performed by Contractor in order to deliver a competently constructed project. Consultant shall modify the final plans and technical specifications in accord with District's final review comments, as necessary. Plans and technical specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor. Consultant shall deliver to District two (2) complete sets of final 100% Plans and technical specifications.

4.2 Format of Technical Specifications.

Consultant shall prepare final technical specifications in conformance with the 46-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District's Divisions 0 and 1 standard specifications.

4.3 Auto CAD, BIM and Other Electronic Data.

After District executes mutually agreeable electronic document release and indemnity agreements with Architect, provide Building Information Modeling (BIM) or AutoCAD (Release 2004 or newer) files of all Plans including as-bid, as-built, and all record Plans on CD (based on the District's horizontal and vertical controls) as requested by District. Prepare PDF electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD and shall conform to District Standards (to be supplied.) These drawings (and/or corrected specifications) have been prepared based on information submitted, in part, by others. The Architect will provide a review consistent with its legal standard of care.

4.4 Compliance with Codes, Regulations and Requirements

All Plans, technical specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the standard of care applicable to architects performing such services in the State of California when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Contract, all energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project. District will be responsible for all hazmat and California

Environmental Quality Act (CEQA) compliance required.

4.5 Supply of Design Calculations

Consultant shall provide District with copies of all final electrical, mechanical and structural design calculations, organized by discipline and application. Consultant shall provide District with a final update on the final design criteria utilized.

4.6 Quality Levels and Quality Control Procedures

The Plans and Specifications must clearly identify and describe the all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet, or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

4.7 Phasing Recommendations.

Consultant shall assist the District/CM in providing, at 50% completion of this phase, a recommended construction-phasing schedule for the construction work, which will minimize disruption to District operation and adjacent/concurrent construction projects.

4.8 50% Construction Documents Review.

Consultant shall submit to District for District's review and comment the Construction Documents (Plans and Specifications) developed in this Phase at 50% completion and again at 90% completion. Consultant shall allow District one week for review of its 50% and 90% construction documents deliverable. Consultant shall respond to District comments and incorporate those comments as necessary in the Consultant's professional judgment prior to submittal to DSA.

4.9 90% Review and Estimate of Construction Cost.

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and estimate of Project construction costs. If the cost estimate based on the final Plans and specifications exceeds the project budget as defined in Appendix F, Project Scope as may be amended, the Consultant shall recommended revisions to the plans and specifications that will reduce costs to the budget amount and upon approval of the District, shall make such revisions.

**5. Bidding and Award Phase.**

5.1 After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist the District/CM in administering the bidding and award of the construction contract. This shall include:

- 5.1.1 Consult with District/CM concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 5.1.2 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment as requested by the District or to respond to bidder requests.
- 5.1.3 Attend the bid opening and assist District in evaluating bids.

5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, District may, at its discretion:

- 5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.
- 5.2.2 Reject all bids and rebid the contract.
- 5.2.3 If the bid amount is more than 10% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase in 4.9 above, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work. Whenever possible, alternates will be additive, not deductive. Deductive alternate shall not be used to meet the 10% limit above.
- 5.2.4 Abandon the Project and terminate this Contract.

6. **Construction Phase.** After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work, to the extent possible with limited construction observation.

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. The attached Exhibit A-I. Responsibility Matrix describes more fully the Consultant's services during the Construction Phase. This Appendix A and Exhibit A-I are deemed complimentary: what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence, subject to Paragraph 7 below.

- 6.1 The Consultant shall attend the pre-construction conference, the weekly owner-architect-contractor (OAC) meeting, and any dispute resolution conferences when requested by the District. Architect shall maintain minutes of the weekly OAC meeting.
- 6.2 The Consultant shall review Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents. The Consultant shall review the documents within ten (10) working days and shall do so consistent with the terms of the Construction Contract.
- 6.3 The Consultant shall periodically visit the site to monitor the quality and progress of the work and furnish written field reports as needed. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. If the original schedule is extended for reasons other than the fault of Consultant (or Consultant's consultants), the District may direct additional work monitoring as additional services. Consultant shall advise District in writing of Consultant observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing or supplying portions of the Work.
- 6.4 The General Contractor shall have the duty to determine the methods and means to achieve the intent of the design, as described in the Construction Documents. The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to

accommodate change orders necessary to correct design errors or clarify design intent.

- 6.5 Consultant shall issue necessary interpretations, clarifications and request for information (RFI) replies regarding the Contract Documents, supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project, while allowing sufficient time in the Consultants professional opinion to permit adequate review. Unless mutually agreed to with the District otherwise, the consultant shall respond to RFI's no longer than an average of five (5) working days after their receipt and other submittals no longer than ten (10) working days after their receipt.
- 6.6 Consultant shall maintain to the satisfaction of District its own computer database system of RFI's and submittals, showing dates received from and returned to Contractor so that RFI's are processed promptly as to not delay the construction schedule. Consultant shall expedite responses to RFI's that Contractor indicates are time critical. The system shall show the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.
- 6.7 The Consultant shall require any sub-consultant to provide the Services listed in this section where and as applicable and to visit the project during the time that construction is occurring on the Portion of the work related to its discipline and report in writing to the Consultant.
- 6.8 The Consultant shall promptly notify District in writing of those defects or deficiencies in the work, to the extent possible with limited site observation, or of any matter of dispute with the Contractor that the Consultant is aware of.
- 6.9 Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, Consultant shall assist District in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Consultant shall sign payment applications from the contractor to reflect Consultant's recommendation that payments be made, and shall ensure proper conditional and unconditional waivers are included with payment applications prior to submitting such applications to the District for final action. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 6.10 Consultant shall assist the inspector in establishing and maintaining to the satisfaction of District a computer database or spreadsheet that shall contain complete and accurate records regarding known defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Such database shall be available to District at all reasonable times and be turned over to District upon completion or termination of this Contract.
- 6.11 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). District/CM shall ensure that those under contract with the District furnish copies of the required reports, etc. to the Architect.
- 6.12 Consultant shall review work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall perform one (1) punchlist review and one (1) follow-up review. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.

6.13 The Consultant shall regularly review the contractors' as built Plans, showing "as built" conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.

6.14 Promptly advise Owner of any anticipated or actual disputes or claims and attempt to resolve disputes that Consultant becomes aware of. Failing to do so, provide Owner with a written summary of the dispute, the respective positions of the parties and a recommended settlement. Any further Consultant dispute resolution services except as may be due to a deficiency in Consultant's services will be additional services.

7. **Additional Services. All Services identified in the foregoing sections of this Appendix A are "Basic Services".** The District may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract ("Additional Services"). Services required to be performed by Consultant upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Plans and Specifications prepared by Consultant. All such services necessary because of Consultant's errors, omissions or conflicts of any type in Consultant's Plans and Specifications shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant, except for unforeseen conditions or additional agency requirements after plan approval by such agency. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services, unless mutually agreed to by the District and Consultant.

7.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Appendix C.

7.2 Services. The following services shall be considered Additional Services:

7.2.1 Making revisions in reports, drawings, or other documents, if:

7.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services as described in this Section 7: and

7.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment, revision or interpretation of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.

7.2.2 Changes in scope such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

7.2.3 Required out-of-town travel beyond limits specified in Appendix C.

7.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.

7.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking to the extent not required by other provisions of this Agreement.

7.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a



percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.

- 7.2.7 Preparation of applications and supporting documents for governmental grants and permits (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services). Preparing applications for state funding or for State Allocation Board (SAB) actions.
- 7.2.8 Participating in more than three public meetings. Public meetings exclude normal project meetings with District, users, site committees, contractors, and others and are limited to meeting scheduled specifically for public participation or input.
- 7.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 7.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 7.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, extended Construction not due to the default of the Consultant, Punchlist and Close Out Services, whenever performed, shall be Basic Services).
- 7.2.12 Providing services in connection with replacement of Work damaged by fire or other causes and furnishing services required in connection with the replacement of such work.
- 7.2.13 Providing services made necessary by the default or termination of the Contractor.
- 7.2.14 Preparing documents for alternate, fast-track, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 7.2.15 Prepare a CADD set of reproducible record prints of Plans showing 'As-Built' conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans, and other data furnished by the Contractor, provided District executes mutually agreeable electronic document release and indemnity agreements with Architect.
- 7.2.16 Preparation of plans and specifications as required by District to comply with California High Performance Schools program, LEED certification, or other specialized energy or sustainable design criteria.
- 7.2.17 Providing services in connection with DSA closeout matters following Consultant's delivery of a complete close-out package to DSA, except when such services relate to matters that reasonably should have been performed by Consultant prior to delivery of the complete close-out package to DSA.

Attachments to this Appendix:

Exhibit A-I, Responsibility Matrix

**END OF APPENDIX A**

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## APPENDIX B TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### STAFFING

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District, acting through its Board of Trustees ("**District**"), and Quattrocchi Kwok Architects ("**Consultant**") for the provision of professional services.

The District has designated Enrique Navas, Assistant Superintendent – Administrative Services as its representative for this project. The Consultant has proposed and District has accepted the following Consultant staff:

<u>Person</u>	<u>Position</u>	<u>Firm</u>
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The foregoing is subject to mutually agreed written revisions.

END OF APPENDIX B



## APPENDIX D TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### INSURANCE

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and Quattrocchi Kwok Architects (“**Consultant**”) for the provision of professional services.

**1. Consultant’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

**1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant.

**1.2 Business Automobile Liability Insurance.**

Business automobile liability insurance with limits not less than \$2,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant.

**1.3 Workers’ Compensation Insurance.**

Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

**1.4 Professional Liability Insurance.**

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$75,000 for each claim, or \$25,000 on proof of solvency to \$75,000 on the ledger, with no exclusion for claims of one insured against another insured. Consultant shall maintain this coverage for a period of three (3) years after the completion of the Services and provide annual certificates of insurance evidencing the same if requested by District.

**2. Insurance policies shall contain an endorsement containing the following terms:**

Status of Sequoia Union High School District as Additional Insured.

- 2.1 On Consultant's Commercial General Liability policy and Automobile Liability Policy Sequoia Union High School District, and its affiliates, directors, officers, officials, partners, representatives. Employees, consultants, sub-consultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured there shall be a waiver of subrogation as to each named and additional insured.
- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except for non-payment of premium, for which notice shall be ten (10) days.
- 2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or sub-consultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX D**

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## **APPENDIX E TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **LIST OF REQUIRED DELIVERABLES**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("**District**") and Quattrocchi Kwok Architects ("**Consultant**") for the provision of professional services.

#### **1. Project Deliverables**

- 1.1 Performance Schedule.
- 1.2 Consultant's coordination reports and or meeting minutes for District's coordination of its activities.
- 1.3 Monthly Status Report (with each payment application).
- 1.4 Work Plan.

#### **2. Schematic Design Phase.** The deliverables required by the Schematic Design Phase are defined in Section 2 of Appendix A and include, but are not limited to, the following deliverables:

- 2.1 Preliminary layouts, sketches and schematic design criteria, outline specifications, with supporting reports and exhibits.
- 2.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 2.3 Preliminary phasing recommendations, if any.
- 2.4 Design basis report or specifications.

#### **3. Design Development Phase.** The deliverables required by the Design Development Phase are defined in Section 3 of Appendix A and include, but are not limited to, the following:

- 3.1 Design Development Phase plans, specifications, engineering calculations, area calculations.
- 3.2 Updated rough estimate of construction costs.
- 3.3 Preliminary engineering calculations.
- 3.4 Construction phasing recommendations and permit requirements, if any.

#### **4. Construction Document Phase.** The deliverables required by the Construction Documents Phase are defined in Section 4 of Appendix A and include, but are not limited to, the following:

- 4.1 50% and 90% construction documents deliverable.
- 4.2 Final plans and specifications, including AutoCAD files and any necessary supplementary conditions to the construction contract.
- 4.3 Final engineering calculations.

- 4.4 Revised rough estimate of construction Costs.
- 5. **Bidding.** The deliverables required by the Bidding Phase are defined in Section 5 of Appendix A and include, but are not limited to, the following:
  - 5.1 Written addenda (where necessary).
  - 5.2 Written determinations regarding proposed substitutes.
- 6. **Construction Phase.** The deliverables required by the Construction Phase are defined in Section 6 of Appendix A and include, but are not limited to, the following:
  - 6.1 Necessary notices, communications, interpretations, clarifications, as required by section 6, and in the format required by Section 6, including without limitation:
    - 6.1.1 Certificates of Substantial Completion and Final Completion.
    - 6.1.2 Punchlists.
    - 6.1.3 Electronic record sets and sets of reproducible record prints of plans showing changes made during construction.
    - 6.1.4 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

**END OF APPENDIX E**

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**Contract for Professional Architectural Services at the Sequoia Union High School District's Sequoia High School Campus**

**AGREEMENT**

**BETWEEN**

**SPENCER ASSOCIATES**

**AND**

**SEQUOIA UNION HIGH SCHOOL DISTRICT**

**DISTRICT CONTRACT NO. \_\_\_\_\_**

# CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS CONTRACT FOR CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES ("Contract") is entered into as of October 8, 2014, between the **Sequoia Union High School District** ("District"), and **Spencer Associates** ("Consultant"), who agree as follows:

1. **Scope of Professional Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix C ("**Compensation**"), which appendices are attached and incorporated herein by reference into this Contract.

2. **Term.** This Contract shall become effective upon its execution by Consultant and by District. All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

3. **Standard of Performance.** Consultant shall not assign any portion of this Contract and shall perform the Services using the persons and sub-consultants listed in Appendix B ("**Staffing**"). Consultant shall hire only qualified persons who are experienced in performing work of like nature and complexity to the Services. Consultant may substitute personnel or sub-consultants only upon the District's written consent, which will not be unreasonably withheld provided Consultant proposes substitute personnel or sub-consultants with equivalent qualifications. Consultant represents that its employees possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that performs professional services of like nature and complexity of the Services.

4. **Indemnification and Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save harmless District and all of its officers, directors, representatives, agents and employees, from and against any and all claims and liability to the extent resulting from Consultant's negligence, recklessness or *willful* misconduct or breach of this Contract. Such indemnity shall not extend to the extent of District's *active* negligence or willful misconduct. Notwithstanding any provision of this Contract, the District shall not be liable to Consultant or any sub-consultant, in either contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. District's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation. The Consultant's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for reasonable attorneys fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the professional negligence, recklessness or willful misconduct of the Consultant on a comparative fault basis; but not or any loss, injury, death or damage caused by the negligence, recklessness, or willful misconduct of District or of other third parties for which the Consultant is not legally liable.

5. **Notices.** The District and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail, to the following addresses and facsimile numbers:

CONSULTANT: Spencer Associates  
1121 San Antonio Road, C201  
Palo Alto, CA 94303  
Attn: Steve Bowers and Usha Narayan  
Phone: 650-965-7000; Fax: 650-965-7001

DISTRICT: Sequoia Union High School District  
480 James Avenue  
Redwood City, California 94062  
Attention: Enrique Navas, Assistant Superintendent  
Phone: 650-369-1411 extension 2217

**6. Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, sub-consultants and agents in connection with the performance of Services under this Agreement. Under no circumstances shall this Contract be construed as creating an employment agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services, and or goods delivered pursuant hereto.

**7. Suspension and termination of Services.** (i) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates this Contract for default Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from, and to the extent caused by, such breach and termination. (iii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District's best interests. In the event District terminates this Contract for convenience, Consultant shall be entitled to recover its fees and costs earned pursuant to Appendix C of this Agreement up to the termination, but may recover no other cost, damage or expense. (iv.) If at any time District believes Consultant is in default or that it appears reasonably probable that Consultant may default under this Agreement, District may in its sole discretion, demand Consultant provide District within seven (7) days, written assurances of performance and a written plan to cure or prevent such default, and failure to do so shall constitute an event of default.

**7a. Suspension and Resumption:** If the Project is suspended by the District for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

**7b. Failure to Make Payments:** Failure of the District to make two consecutive payments to the Consultant in accordance with this Agreement, except for disputed amounts may, upon 15 days written notice to the District and failure to cure before the end of the 15 day period, be considered substantial nonperformance and cause for termination.

**8. Confidential Information.** Consultant agrees that all information disclosed by District to Consultant, or developed by Consultant in the performance of its Services, is confidential and shall be held in confidence and used only in the performance of this Contract. Consultant agrees that it shall not disclose to third parties outside of the District any information, unless and only to the extent necessary for the performance of the Services, *unless the District gives it written consent to disclosure, or by order of a court with jurisdiction over the matter.*

**9. Ownership of Work Product.** Any interest (except copyright interests) of Consultant or its subcontractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepaid by Consultant or its subcontractors or sub-consultants in connection with the Services, shall become the property of the District. Regarding copyright interests, Consultant grants District a license to copy and use all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Services, for purposes related to the Project. If District alters or re-uses for construction any drawings, plans or any other design documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the Project following termination or completion of the Project, the District agrees to remove the names and seals of the Consultant and the Consultant's consultants, and shall

indemnify, defend and hold Consultant harmless from and against any third party claims that result of such use or reuse of the Consultant's drawings, plans or any other design documents (including electronic media).

**10. Audit/Inspection of Records.** Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, timecards, records and all other data related to matters covered by this Contract. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records at mutually convenient times. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

**11. Disputes.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder, including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes. The District may withhold only those funds that are in dispute. In the event that the withholding by the District exceeds 10% of the total fee, the Consultant may discontinue work on the Project pending the good faith resolution of the dispute by both parties in accordance with this Article 11 of the Agreement. In the event the amount withheld is less than 10% of the total fee, Consultant agrees it will neither rescind this Agreement, nor stop the progress of its services in accordance with the Agreement pending a subsequent resolution of such disputes. Consultant shall continue its work, and the District shall continue to make payments for undisputed work, throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract. As a precondition to litigation by any party, mediation shall occur before a mediator and at a time/location mutually agreed upon, and if agreement is not reached, then by a mediator and at a time/location selected by the San Mateo County Superior Court using a list of construction industry mediators qualified by the American Arbitration Association and setting a time/location it deems reasonable (but within 60 days of the initial mediation demand). The cost of such mediation (i.e., the mediators fees and costs) shall be borne equally between the parties.

**12. California Law.** This Contract shall be deemed to have been executed in San Mateo County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in San Mateo County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

**13. No Third Party Beneficiaries.** Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

**14. Entire Contract.** This Contract, all Appendices to the Contract, and any written modifications to them shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

**15. No Waiver.** The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Contract including, but not limited to, its obligations to perform at all times in accordance with contract standards and requirements. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision

hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

**16. Statutes of limitation.** As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

**17. Hazardous Materials.** In the event the District or Consultant is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous, contaminants, materials, air pollutants or water pollutants at the site expressly subject to regulation under state or federal laws governing hazardous materials ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Upon such knowledge or notice, the District shall promptly retain a qualified consultant to investigate, test, and determine the presence of such Hazardous Substances and, if such Hazardous Substances are found at the site to an unacceptable degree, to provide services that may include, among other things, recommendations as to the removal, encapsulation, or other appropriate handling of such Hazardous Substances. The District shall retain qualified experts in handling of such hazardous Substances

**17.1** The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos, and/or lead containing material, at its sole cost.

**17.2** In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products, or materials at or near the Project site, the District agrees, to the fullest extent permitted by the law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material or hazardous or toxic substance, products or material, that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability, or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

**17.3** The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter of hazardous materials, as these terms are defined in applicable federal or state statutes.

**18. Professional Credits.** Unless the District requests otherwise, the Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's professional materials. The Consultant's materials shall not include the District's confidential or proprietary information if the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

**19. Appendices.** The following appendices and Exhibits are part of this Master Agreement and are incorporated into the Agreement by reference.

Appendix A.	Services
Appendix B.	Staffing
Appendix C.	Compensation
Appendix D.	Insurance
Appendix E.	List of Required Deliverables
Appendix F.	Project Description
Appendix G.	Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

SEQUOIA UNION HIGH SCHOOL DISTRICT, Acting by and through its Board of Trustees

By:

\_\_\_\_\_  
James Lianides, Superintendent

SPENCER ASSOCIATES

By \_\_\_\_\_

Full Name and Title:

[If corporation should be signed by Chairman, President or Vice President; and CFO or Secretary. If partnership, by general partner; if limited liability company, by member or manager, as appropriate]

By: \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

By. \_\_\_\_\_  
Insert name and title

Its: \_\_\_\_\_

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## APPENDIX A TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### SERVICES

This is Appendix A, "Services," attached to, and incorporated by reference into, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees ("District") and Spencer Associates ("Consultant") for the provision of professional services.

1.0 Consultant shall provide the services described here.

#### 1.1 Scope of Services.

Performance of Services shall require Consultant to work with, meet with, and attend meetings with District staff and representatives, with inspectors, with testing agencies, with other governmental agencies, with contractors, and with such other consultants as District and Consultant determines necessary, and to the extent reasonably necessary, for the design and construction of the Project and performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).

Except as specifically and expressly excluded from the scope of work in this Appendix A, Consultant shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete each Project, including but not limited to, all architectural services and all civil, electrical, mechanical, structural engineering services and any sub-consultants as required to perform the Services and complete each Project (Furniture and equipment may be shown on the Drawings, but furniture and equipment lists, and traffic engineering, however, if necessary, will be compensated as an Extra Service, as defined herein). Specialty consultants, if necessary and agreed to by the District, will be compensated as an Extra Service.

#### 1.2 California School Construction Laws.

Services performed by Consultant shall conform to the requirements of the laws of the State of California applicable to school construction, including but not limited to, the requirements of the California Business Professions Code, the California Education Code, and the California Code of Regulations. As required by the California Education Code and Code of Regulations, all plans, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Consultant, shall be prepared by or under the direct supervision of licensed personnel. As referenced in those codes, "Responsible Charge" for the work shall be with a Registered Architect/Engineer licensed in the State of California: and such personnel shall also be in "responsible charge" of observation of the construction, as required by those codes.

#### 1.3 Title 24 Compliance.

1.3.1 To the extent applicable to Consultant's Services, Consultant shall, consistent with the standard of care established by this Agreement and industry practice, comply with all requirements of all laws as if set forth in this Agreement, including but not limited to, the State Building Code, Part I, Title 24, California Code of Regulations ("Title 24"). Consultant shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 4-341 of Title 24, which include, but are not limited to, the following:

1.3.1.1 Architect shall use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the Project and endeavor to inform District of any inconsistencies

between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. However, Architect does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirement of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of the District.

- 1.3.2 Prepare all project designs to meet building standards set by law, including but not limited to those set forth in Parts 2, 3, 4., 5 and 7, Title 24, in effect at the time of bidding, which are minimum standards applicable to school construction; coordinate submission and approval of same to Division of State Architect ("DSA").
- 1.3.3 Coordinate and cooperate fully with the DSA, and any other authority with jurisdiction to secure timely review and approval of Consultant's work, including but not limited to:
  - 1.3.3.1 Consultant will estimate review time for DSA review of plans and specifications based on DSA's published review time and, to the extent reasonable, through discussions with DSA regarding anticipated review time. Such estimates will be incorporated into the project schedule, it being understood that Consultant has no control over DSA review time;
  - 1.3.3.2 Submitting, in a timely manner, Construction Change Directives to DSA when required as a structural, life safety, access, or other issue requiring DSA review;
  - 1.3.3.3 Using Consultant's efforts to secure early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
  - 1.3.3.4 Contacting DSA to determine the required DSA fee for submittal and advise the District at least four weeks in advance of submittal, so as to help avoid delay.
- 1.3.4 Coordinate and cooperate fully with the DSA in its required observation of construction.
- 1.3.5 Designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each project.
- 1.3.6 Submit to DSA Verified Reports on the form and frequency required by Title 24, showing that based on consultant's personal knowledge as defined by Title 24, the work is in conformance with the approved plans and specifications. Obtain Verified Reports from consultants and Owner and submit to DSA as required by Title 24.
- 1.3.7 Advise on selection of the DSA certified Project Inspector and testing laboratories; and preparing addenda and change orders as required by conditions on the project.
- 1.3.8 Perform general observation of the work of construction, interpreting the approved drawings and specifications.
- 1.3.9 Receive and act upon all technical correspondence from the State to the architect or registered engineer in general responsible charge of the project.
- 1.3.10 Perform those responsibilities imposed upon it under Title 24 including, but not



limited to, observation and personal contact with the project, Consultant's sub-consultants, submitting information to DSA, and general direction of the work of the Project Inspector (as set forth in Title 24, Part I, 4-341(d)).

1.3.10.1 Consultant shall specify testing requirements where required in the construction documents, and prepare a testing and inspection report to submit for review and approval by DSA. When materials fail to comply with these tests, the Consultant will cooperate with the Inspector of Record, the Owner and if applicable, the Construction Manager in reviewing the General Contractor's response and solution to the specific testing failure. The General Contractor is responsible for meeting the requirements of the contract documents.

1.3.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which have been approved by Consultant to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Consultant, to the extent required by the California Code of Regulations, Title 24, Part I, 342(a).

1.4 State Communications: Assist with and coordinate communications with Office of Public School Construction and coordinate any necessary Department of Education approvals.

1.5 Design Criteria.

1.5.1 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications or design-build submittals from Contractors will be allowed only when necessary, and otherwise permitted by applicable law and regulation.

1.5.2 Unless otherwise permitted in writing by District or in accordance with the District Standards (to be issued), Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision. Should District approve Consultant specifying a proprietary or sole source item, Consultant shall recommend and with District approval, assist District by taking appropriate actions to obtain reasonable pricing of the item in the absence of competitive pricing.

1.5.3 When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems, and processes reflecting a particular manufacturer and that manufacturer's proprietary characteristics, including designation of such materials, processes, and systems as 'no substitution'. District agrees to indemnify Architect for 'no substitution' direction, including all claims concerning Public Contract Code Section 3400.

1.5.4 The District understands and agrees that materials, systems, and/or processes that are permissible under the current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics. In such cases, the District agrees to waive any and all claims against Architect as a result of such changes in the definition of such materials, systems, and/or processes in the future.

1.5.5 The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting

formats, or other data management and reporting systems without Architect's consent.

- 1.5.6 Architect agrees to meet and coordinate with District Construction Management (CM) consultants, and to review documents proposed for use by the CM, including specification sections. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding the use of such documents, including drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.
- 1.5.7 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like, and that such access is in conformance with Cal OSHA requirements.

1.6 Coordination with District.

For each phase of the Services under this Contract, up to the bid and construction phase, Consultant shall prepare and submit for District's acceptance a coordination report or meeting minutes. The purpose of this coordination report or meeting minutes shall be promoting coordination between the District and the Consultant, and to serve as a "to do" list for District in the succeeding phase of Services. The coordination report or meeting minutes for each phase of the Services under this Contract shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Contract. The coordination report or meeting minutes shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The coordination report or meeting minutes shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project. If submitted as meeting minutes, then the coordination report shall be separately identified as "District's Action Items" and shall then list all required items at least 30 days in advance of the item's due date.

1.7 Progress Schedule.

A progress schedule is incorporated into this agreement as Exhibit G. This schedule incorporates District review durations of one week for Schematic Design, and Design Development, and two weeks for 50% Construction Documents and 100% Construction Document Phases. It is understood by all parties to this agreement that the design process is an iterative process. Each phase of the work depends on decisions made during previous phases of the work. District agrees to make decisions on a timely basis so as not to delay the progress of the work. The Consultant may rely on those decisions and approvals. If decisions or approvals made in a previous phase or time period are then changed or withdrawn at a later time or during a later phase of the work, and if those revisions result in additional time and / or effort on the part of the consultant and its sub consultants, the District agrees that the additional effort required will be compensated as additional services under the terms of this Agreement, and that additional time will be added to the schedule commensurate with the magnitude of the revision. The parties agree, however, that all Additional Services, as defined herein, shall be requested and approved by the District as set forth in Section 7 of this Appendix A. Consultant shall be entitled to compensation only for Additional Services under this Section 1.7 that are approved in advance pursuant to Section 7 of this Appendix A.

1.8 Coordination With Other Consultants / Sub-consultants.

Consultant shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing its Services. Consultant shall participate in design coordination meetings with its sub consultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination

of design work and the performance of each consultant and sub consultant of their design responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Status Report.

Consultant shall provide District with a written Monthly Status Report (MSR). The MSR shall briefly, in a format approved by District, review project status, budget, schedule, work performed and contract deliverables. It shall also describe any areas where performance varies from plan, any actual or anticipated problems and Consultant's recommendations for preventative or corrective actions. Consultant shall meet with District monthly, or more often as needed, to discuss the Monthly Status Report and to plan actions. Consultant shall prepare and submit to District, minutes of these meeting, summarizing agreed on decisions and action.

1.10 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix E (List of Required Deliverables) to the Contract. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and reasonable modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.11 Consultant's Proposed Scope of Work.

Consultant shall supply District with a copy of its proposed Work Plan, developed for its own internal project planning, tracking and coordination ("Work Plan"). The Work Plan shall indicate how the Consultant plans to provide the scope of services and achieve the results described herein, and any additional negotiated scope of work items. District receives the Work Plan for information only and has no responsibility for approving it. This Appendix A and the Work Plan are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

1.12 Site Verification Review.

Consultant shall review existing District data, reports, plans and other information regarding the Project Site ("Site"), and perform visual field observations as necessary to become familiar with the Site. However, such field surveys shall not be construed as a replacement for Record or 'As-Built' documents, and do not document the detailed layout and character of existing building connections, piping, conduits, and related building system elements, nor require destructive investigation. Architect shall be entitled to rely on engineering data, capacity, and capability provided by utilities and public agencies. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project. District will take the lead and Consultant will assist in soliciting, evaluating and executing agreements for information as described above. Consultant will assist District, particularly in defining the need for such information and its requirements upon which District may request proposals. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project, including, but not limited to: all existing building systems, onsite, off-site utility and service systems; chemical, air, and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at Project sites.

1.13 Hazardous Materials

The Owner will provide Hazardous Materials Surveys, Hazardous material abatement plans, geotechnical investigations with soil mitigation recommendations (if necessary),

foundation and pavement recommendations, California Environmental Quality Act (CEQA) studies (if necessary), Department of Toxic Substance Control approval, if necessary, traffic studies, if necessary, and other specialty consultants not listed under basic services that may be required during the course of the work.

2. **Schematic Design Phase.** After receipt of the executed Contract from the District, Consultant shall prepare and deliver the following schematic design documents to the District:

2.1 Schematic Design Phase Documents

Schematic Design Phase Documents shall consist of reports containing conceptual layouts, sketches and schematic design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- 2.1.1 Plan list.
- 2.1.2 Site plan(s).
- 2.1.3 Schedule of building types, equipment, machinery, systems, wall types, roofing systems, HVAC and control systems.
- 2.1.4 Representative building sections and elevations.
- 2.1.5 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed.
- 2.1.6 Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project.
- 2.1.7 Projects specific analysis of codes, ordinances and regulations.
- 2.1.8 Three-dimensional line drawings or plans.
- 2.1.9 Initial construction phasing recommendations.

Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project. Consultant shall develop Schematic Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to twice monthly.

Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including, but not limited to, applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

At the conclusion of the Schematic Design Phase, Consultant shall prepare and deliver to the District, based on information available to Consultant at that time, an estimate and opinion of Project construction costs.

2.2 Design Basis Report

Consultant shall provide a narrative report describing for each design discipline and the rationale for the proposed systems. Disciplines shall include architectural, structural, mechanical, electrical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping. The rationale shall include initial costs, life-cycle costs, life expectancy and maintenance considerations. The design basis report shall include, for major building systems or components. (i.e. those comprising 25% of all building systems or components costs), a description of the top two or three options considered, an evaluation of their pros and cons and why the preferred option is recommended.

3. **Design Development Phase.** After receipt of District's written approval of the Schematic Design Phase documents, Consultant shall proceed as follows:

3.1 Final Design Criteria

Consultant shall prepare final design criteria or outline and technical specifications. Consultant shall participate in progress meetings with District representatives and any involved sub-consultants, at District's request, up to twice monthly, to review and secure District's written acceptance of final design criteria.

3.2. Design Development Documents

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

- 3.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements.
- 3.2.2 Revised Plan list.
- 3.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.
- 3.2.4 As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the work,
- 3.2.5 Prepare a design development level estimate of anticipated construction cost (reflecting the anticipated value of the low responsive responsible bid of the project), accompanied with analysis and justification for each element of the estimate. Estimates of Construction Cost represent the Consultant's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the District has control over the cost of labor, materials or equipment, or market conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the District's Project Budget.
- 3.2.6 Recommendations for scheduling and phasing of construction. Consultant shall include in these recommendations a list of all known permits or similar approvals or fees required by authorities with jurisdiction over the Project, the dates on which applications should be made or fees paid and approvals secured, and shall assist District in filling out applications and supporting documents as necessary, to avoid delay or disruption to the work.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. For major equipment and system specifications (comprising over 25% of anticipated project value), Consultant shall also submit first cost and life-cycle cost analysis, with comparative analysis for the selected equipment system item and two other alternative equipment items considered by Consultant but not selected only if

there are viable alternate choices.

- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for mechanical and electrical systems (for example: temperature, humidity, lighting levels and floor live load design shall be slated for general and special occupancy areas).

**4. Construction Document Phase.** After receipt of District's written approval of Design Development documents, and any adjustments in the scope and budget, the Consultant shall prepare the following Construction Documents:

**4.1 Final Plans and Technical Specifications**

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and technical specifications to show in adequate detail to a generally competent contractor all of the labor, materials, equipment and/or work to be furnished and performed by Contractor in order to deliver a competently constructed project. Consultant shall modify the final plans and technical specifications in accord with District's final review comments, as necessary. Plans and technical specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor. Consultant shall deliver to District two (2) complete sets of final 100% Plans and technical specifications.

**4.2 Format of Technical Specifications.**

Consultant shall prepare final technical specifications in conformance with the 46-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District's Divisions 0 and 1 standard specifications.

**4.3 Auto CAD, BIM and Other Electronic Data.**

After District executes mutually agreeable electronic document release and indemnity agreements with Architect, provide Building Information Modeling (BIM) or AutoCAD (Release 2004 or newer) files of all Plans including as-bid, as-built, and all record Plans on CD (based on the District's horizontal and vertical controls) as requested by District. Prepare PDF electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD and shall conform to District Standards (to be supplied.) These drawings (and/or corrected specifications) have been prepared based on information submitted, in part, by others. The Architect will provide a review consistent with its legal standard of care.

**4.4 Compliance with Codes, Regulations and Requirements**

All Plans, technical specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the standard of care applicable to architects performing such services in the State of California when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Contract, all energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project. District will be responsible for all hazmat and California

Environmental Quality Act (CEQA) compliance required.

**4.5     Supply of Design Calculations**

Consultant shall provide District with copies of all final electrical, mechanical and structural design calculations, organized by discipline and application. Consultant shall provide District with a final update on the final design criteria utilized.

**4.6     Quality Levels and Quality Control Procedures**

The Plans and Specifications must clearly identify and describe the all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet, or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

**4.7     Phasing Recommendations.**

Consultant shall assist the District/CM in providing, at 50% completion of this phase, a recommended construction-phasing schedule for the construction work, which will minimize disruption to District operation and adjacent/concurrent construction projects.

**4.8     50% Construction Documents Review.**

Consultant shall submit to District for District's review and comment the Construction Documents (Plans and Specifications) developed in this Phase at 50% completion and again at 90% completion. Consultant shall allow District one week for review of its 50% and 90% construction documents deliverable. Consultant shall respond to District comments and incorporate those comments as necessary in the Consultant's professional judgment prior to submittal to DSA.

**4.9     90% Review and Estimate of Construction Cost.**

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and estimate of Project construction costs. If the cost estimate based on the final Plans and specifications exceeds the project budget as defined in Appendix F, Project Scope as may be amended, the Consultant shall recommended revisions to the plans and specifications that will reduce costs to the budget amount and upon approval of the District, shall make such revisions.

**5.     Bidding and Award Phase.**

**5.1     After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist the District/CM in administering the bidding and award of the construction contract. This shall include:**

- 5.1.1     Consult with District/CM concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 5.1.2     Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment as requested by the District or to respond to bidder requests.
- 5.1.3     Attend the bid opening and assist District in evaluating bids.

5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, District may, at its discretion:

5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.

5.2.2 Reject all bids and rebid the contract.

5.2.3 If the bid amount is more than 10% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase in 4.9 above, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work. Whenever possible, alternates will be additive, not deductive. Deductive alternate shall not be used to meet the 10% limit above.

5.2.4 Abandon the Project and terminate this Contract.

6. **Construction Phase.** After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work, to the extent possible with limited construction observation.

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. The attached Exhibit A-I. Responsibility Matrix describes more fully the Consultant's services during the Construction Phase. This Appendix A and Exhibit A-I are deemed complimentary: what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence, subject to Paragraph 7 below.

6.1 The Consultant shall attend the pre-construction conference, the weekly owner-architect-contractor (OAC) meeting, and any dispute resolution conferences when requested by the District. Architect shall maintain minutes of the weekly OAC meeting.

6.2 The Consultant shall review Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents. The Consultant shall review the documents within ten (10) working days and shall do so consistent with the terms of the Construction Contract.

6.3 The Consultant shall periodically visit the site to monitor the quality and progress of the work and furnish written field reports as needed. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. If the original schedule is extended for reasons other than the fault of Consultant (or Consultant's consultants), the District may direct additional work monitoring as additional services. Consultant shall advise District in writing of Consultant observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing or supplying portions of the Work.

6.4 The General Contractor shall have the duty to determine the methods and means to achieve the intent of the design, as described in the Construction Documents. The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to



accommodate change orders necessary to correct design errors or clarify design intent.

- 6.5 Consultant shall issue necessary interpretations, clarifications and request for information (RFI) replies regarding the Contract Documents, supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project, while allowing sufficient time in the Consultants professional opinion to permit adequate review. Unless mutually agreed to with the District otherwise, the consultant shall respond to RFI's no longer than an average of five (5) working days after their receipt and other submittals no longer than ten (10) working days after their receipt.
- 6.6 Consultant shall maintain to the satisfaction of District its own computer database system of RFI's and submittals, showing dates received from and returned to Contractor so that RFI's are processed promptly as to not delay the construction schedule. Consultant shall expedite responses to RFI's that Contractor indicates are time critical. The system shall show the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.
- 6.7 The Consultant shall require any sub-consultant to provide the Services listed in this section where and as applicable and to visit the project during the time that construction is occurring on the Portion of the work related to its discipline and report in writing to the Consultant.
- 6.8 The Consultant shall promptly notify District in writing of those defects or deficiencies in the work, to the extent possible with limited site observation, or of any matter of dispute with the Contractor that the Consultant is aware of.
- 6.9 Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, Consultant shall assist District in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Consultant shall sign payment applications from the contractor to reflect Consultant's recommendation that payments be made, and shall ensure proper conditional and unconditional waivers are included with payment applications prior to submitting such applications to the District for final action. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 6.10 Consultant shall assist the inspector in establishing and maintaining to the satisfaction of District a computer database or spreadsheet that shall contain complete and accurate records regarding known defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Such database shall be available to District at all reasonable times and be turned over to District upon completion or termination of this Contract.
- 6.11 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). District/CM shall ensure that those under contract with the District furnish copies of the required reports, etc. to the Architect.
- 6.12 Consultant shall review work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall perform one (1) punchlist review and one (1) follow-up review. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.

6.13 The Consultant shall regularly review the contractors' as built Plans, showing "as built" conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.

6.14 Promptly advise Owner of any anticipated or actual disputes or claims and attempt to resolve disputes that Consultant becomes aware of. Failing to do so, provide Owner with a written summary of the dispute, the respective positions of the parties and a recommended settlement. Any further Consultant dispute resolution services except as may be due to a deficiency in Consultant's services will be additional services.

7. **Additional Services. All Services identified in the foregoing sections of this Appendix A are "Basic Services".** The District may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract ("Additional Services"). Services required to be performed by Consultant upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Plans and Specifications prepared by Consultant. All such services necessary because of Consultant's errors, omissions or conflicts of any type in Consultant's Plans and Specifications shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant, except for unforeseen conditions or additional agency requirements after plan approval by such agency. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services, unless mutually agreed to by the District and Consultant.

7.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Appendix C.

7.2 Services. The following services shall be considered Additional Services:

7.2.1 Making revisions in reports, drawings, or other documents, if:

7.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services as described in this Section 7: and

7.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment, revision or interpretation of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.

7.2.2 Changes in scope such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

7.2.3 Required out-of-town travel beyond limits specified in Appendix C.

7.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.

7.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking to the extent not required by other provisions of this Agreement.

7.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a

percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.

- 7.2.7 Preparation of applications and supporting documents for governmental grants and permits (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services). Preparing applications for state funding or for State Allocation Board (SAB) actions.
- 7.2.8 Participating in more than three public meetings. Public meetings exclude normal project meetings with District, users, site committees, contractors, and others and are limited to meeting scheduled specifically for public participation or input.
- 7.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 7.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 7.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, extended Construction not due to the default of the Consultant, Punchlist and Close Out Services, whenever performed, shall be Basic Services).
- 7.2.12 Providing services in connection with replacement of Work damaged by fire or other causes and furnishing services required in connection with the replacement of such work.
- 7.2.13 Providing services made necessary by the default or termination of the Contractor.
- 7.2.14 Preparing documents for alternate, fast-track, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 7.2.15 Prepare a CADD set of reproducible record prints of Plans showing 'As-Built' conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans, and other data furnished by the Contractor, provided District executes mutually agreeable electronic document release and indemnity agreements with Architect.
- 7.2.16 Preparation of plans and specifications as required by District to comply with California High Performance Schools program, LEED certification, or other specialized energy or sustainable design criteria.
- 7.2.17 Providing services in connection with DSA closeout matters following Consultant's delivery of a complete close-out package to DSA, except when such services relate to matters that reasonably should have been performed by Consultant prior to delivery of the complete close-out package to DSA.

Attachments to this Appendix:

Exhibit A-I, Responsibility Matrix

**END OF APPENDIX A**

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## APPENDIX B TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### STAFFING

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District, acting through its Board of Trustees ("**District**"), and Spencer Associates ("**Consultant**") for the provision of professional services.

The District has designated Enrique Navas, Assistant Superintendent – Administrative Services as its representative for this project. The Consultant has proposed and District has accepted the following Consultant staff:

<u>Person</u>	<u>Position</u>	<u>Firm</u>
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The foregoing is subject to mutually agreed written revisions.

**END OF APPENDIX B**



## APPENDIX C TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### COMPENSATION

This is an appendix attached to, and made a part of the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“District”) and Spencer Associates (“Consultant”) for the provision of professional services.

- 1. Basic Services Fee.** For Basic Services under this Contract, the parties have agreed to compensation as follows: Consultant shall be paid on the basis of the California Office of Public School Construction SAB Architect Fee Schedule. Specifically, Consultant shall be paid a percentage of the “Bid Day Budget” as defined in Appendix F, Project Description, of this Agreement, as follows, it being understood that the percentage rates set forth below shall be applied separately against the Bid Day Budget for sitework and utilities (“Increment 1”) and the Bid Day Budget for buildings (“Increment 2”):

Bid Day Budget Amount	Architect Compensation Percentage Rate New Construction	Architect Compensation Percentage Rate Modernization
First \$500,000	9%	12%
Next \$500,000	8.5%	11.5%
Next \$1,000,000	8%	11%
Next \$4,000,000	7%	10%
Next \$4,000,000	6%	9%
Excess of \$10,000,000	5%	8%

The parties agree that, applying this scale to the Bid Day Budget, the Consultant’s fee for Basic Service shall initially be \$733,593. Consultant’s fee for Basic Services shall be adjusted from time to time to reflect the actual value of the construction contract for the Project. Consultant shall bill for reimbursable expenses as identified below in Section 3 of this Appendix C. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Contract. If District and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract Price established in this Appendix C.

The Contract Amount above is based on the Project Scope in Appendix F including the Bid Day Budget for construction and the change order allowance.

To assist District in determining progress payments, Consultant shall provide District with its Work Plan as described in paragraph 1.11 of the Agreement.

Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase	12 percent	(12%)
Design Development Phase	12 percent	(12%)
Construction Documents Phase	38 percent	(38%)
Agency Review Phase	5 percent	(5%)
Bidding or Negotiations Phase	5 percent	(5%)
Construction Phase	25 percent	(25%)
Closeout	3 percent	(3%)

Total Basic Compensation

(100%)

2. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

[ ] Upon completion of work.

[ X ] Monthly based upon Consultant's percentage completion of the Services pursuant to this Agreement

2.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.

2.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of the Consultants invoice as set forth in the attached schedule.

2.3 Payment for Closeout will be made after DSA certification of project, provided, however, that Consultant shall be entitled to closeout payment upon completion by Consultant of all work required to be completed by Consultant in connection with project closeout.

3. **Costs and Reimbursables.** The District will pay Consultant for "Costs and Reimbursable Expenses" in addition to compensation for Basic and Additional Services at one and one tenth (1.10) times the amounts invoiced to the Consultant for expenses in the interest of the Project as identified below, provided that all Costs and Reimbursable Expenses require supporting documentation that must be included with the Consultant's invoice, submitted pursuant to this Appendix C:

- Expense of printing, plotting and delivery relating to bidding, agency submittals and specific Owner requested prints or plots (other than the base deliverables of plans and specifications identified in the Agreement or identified below as within Basic Services).

In no event shall Costs and Reimbursables exceed \$\_\_\_\_\_. The following expenses are included as part of Basic Services and are not allowed to be invoiced as Costs and Reimbursable Expenses" as defined above:

- Printing and Delivery. Expense of printing, plotting and delivery for one set of drawings for the District at the time of each milestone submittal.
- Travel. Local Travel (150 miles from either the project site, the Consultant's office(s), or the District's office) incurred by Consultant to District locations and local agencies. All reimbursable travel must be approved by the District in writing and in advance.
- Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs are not recoverable on Basic Services, but are recoverable in connection with Additional Services.
- Delivery Costs. Courier services and overnight delivery costs are not recoverable for Basic Services, but are recoverable for Additional Services if requested by the District/CM.
- Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, are not recoverable for Basic Services, but are recoverable for Additional Services. Reproduction and delivery costs for associated with bidding and construction sets shall be reimbursable.

4. **Additional Services.** The District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Contract executed by the District and the Consultant. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment. Each such Amendment shall provide for a fixed price or, where payment for such Additional



Services is to be on an hourly basis, for a maximum amount. Each Amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed.

The parties agree that architectural services related to food service, acoustical, storm water pollution prevention planning, extra construction administrative support, data and telecommunications engineering and other such services provided by other specialty consultants, shall all be billed as Additional Services. Such Additional Services shall not be performed and expenses shall not be incurred for such services without the prior written consent of the District's Superintendent or an individual designated in writing by the Superintendent. Likewise, if acceleration of plan development is required during the Schematic Design Phase of the Project owing to the District's need or the conditions of the Project and such acceleration is requested in advance and in writing by the District, Consultant shall be reimbursed for such services on a time and materials basis, to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants at a rate of 110% of the amount expended under the sub-contract.

5. **Record Drawings in BIM Format.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two and a half percent (2.5%) of the Consultant's fee for Increment 1 and Increment 2 Basic Services in consideration of Consultant's work in creating record drawings for the Project in Building Information Modeling ("BIM") format. The parties agree that, applying this scale to the Consultant's Fee for Increment 1 and Increment 2 Basic Services, as initially calculated, the Consultant's allowance for creating such BIM record drawings shall initially be an amount not to exceed \$18,339. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in preparing the BIM record drawings for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 5), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 5), at a rate of 110% of the amount expended under the sub-contract.
6. **Programming.** In addition to the above amounts for Basic Services and Additional Services, the Consultant is entitled to receive an allowance equal to up to two tenths of a percent (0.20%) of the Bid Day Budget for sitework and utilities and up to one-tenth of a percent (0.10%) of the Bid Day Budget for buildings in consideration of Consultant's work in programming during the design development phase of the Project. The parties agree that, applying this scale to the Bid Day Budget, as initially calculated, the Consultant's allowance for programming for sitework and utilities (Increment 1) shall initially be an amount not to exceed \$ 4,520 and the allowance for programming for buildings (Increment 2) shall initially not exceed \$6,740. In order to claim compensation against this allowance, Consultant shall include in the invoices required under Section 7 of this Appendix C documentation and information reasonably satisfactory to the District substantiating Consultant's labor and expenses in performing programming work for the Project. Consultant shall be reimbursed for such expenses on a time and materials basis (up to the maximum allowance amount set forth in this Paragraph 6), to the extent that they are performed in-house by Consultant's staff, in accordance with Consultant's current hourly rates, which are attached hereto as Exhibit C-1, and incorporated herein by reference. If the work is performed by outside consultants through a sub-contract arrangement, Consultant shall be reimbursed for the cost of such consultants basis (up to the maximum allowance amount set forth in this Paragraph 6), at a rate of 110% of the amount expended under the sub-contract.
7. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 calendar days of receipt.

- 5.1 Disputed invoices shall be returned to Consultant within ten (10) working days after receipt of invoice.
- 5.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable within 30 days of receipt of the Consultants invoice.

The District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursables, or credits from other parties who may be liable for claims by the Owner.

- 8. **Worksheet.** For clarity, attached as Exhibit C-2 to this Appendix C is a worksheet showing the initial projected total design fees, including augmentations and allowances, as described herein, of \$763,193, based on the projected cost of construction for the project. In the event of any discrepancy between this Appendix C and Exhibit C-2, the terms of this Appendix C shall control.

#### **END OF APPENDIX C**

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EXHIBIT C-1

CONSULTANT'S CURRENT HOURLY RATES

[TO BE PROVIDED]



**PROJECTED DESIGN FEES BASED ON COST OF CONSTRUCTION**  
**Based on OPSC Fee Guidelines**

**Modernization / Sitework**  
 Approximate Construction Costs

**Sitework & Utilities**  
**\$ 772,200**

**Buildings**  
**\$ 397,800**

% Rate			Contract Amount	If thresholds	Inc 1 Fee	If thresholds	Inc 2 Fee
12%	of first	\$	500,000	\$500,000	\$60,000	\$397,800	\$47,736
11.5%	of next	\$	500,000	\$272,200	\$31,303	\$0	\$0
11%	of next	\$	1,000,000	\$0	\$0	\$0	\$0
10%	of next	\$	4,000,000	\$0	\$0	\$0	\$0
9%	of next	\$	4,000,000	\$0	\$0	\$0	\$0
8%	of costs in excess of \$10 million	\$	10,000,000	\$0	\$0	\$0	\$0
<b>Estimated Fee</b>				<b>\$91,303</b>		<b>\$47,736</b>	
Fee as a Percent of Construction Cost				<b>11.82%</b>		<b>12.00%</b>	

**New Construction / Associated Sitework**  
 Approximate Construction Costs

**Sitework & Utilities**  
**\$ 1,487,700**

**Buildings**  
**\$ 6,342,300**

% Rate			Contract Amount	If thresholds	Inc 1 Fee	If thresholds	Inc 2 Fee
9%	of first	\$	500,000	\$500,000	\$45,000	\$500,000	\$45,000
8.5%	of next	\$	500,000	\$500,000	\$42,500	\$500,000	\$42,500
8%	of next	\$	1,000,000	\$487,700	\$39,016	\$1,000,000	\$80,000
7%	of next	\$	4,000,000	\$0	\$0	\$4,000,000	\$280,000
6%	of next	\$	4,000,000	\$0	\$0	\$342,300	\$20,538
5%	of costs in excess of \$10 million	\$	10,000,000	\$0	\$0	\$0	\$0
<b>Estimated Fee</b>				<b>\$126,516</b>		<b>\$468,038</b>	
Fee as a Percent of Construction Cost				<b>8.50%</b>		<b>7.38%</b>	

**Total Approximate Construction Costs** **\$ 2,259,900** **\$ 6,740,100** **\$ 9,000,000**  
**Ratio % of Construction Costs** **25.11%** **74.89%** **100.00%**

**Subtotal Fee** **\$217,819** **\$515,774** **\$ 733,593**  
**Fee as a Percent of Construction Cost** **9.64%** **7.65%** **8.15%**

**Proposed Fee Augmentations**

	% Fee	Inc 1 Fee	Inc 2 Fee
Food Service			TBD
Acoustical			TBD
Other Specialty Consultant			TBD
Storm Water Pollution Prev Plan			TBD
Architectural Coord. (10% of above)			TBD
<b>Total Fee Augmentations</b>		<b>\$0.00</b>	<b>\$0</b>

**Subtotal Fee** **\$217,819** **\$515,774** **\$ 733,593**  
**Fee as a Percent of Construction Cost** **9.64%** **7.65%** **8.15%**

**Typical Project Fee Distribution**

	% Of Fee	Inc 1 Fee	% Of Fee	Inc 2 Fee
Schematic Design	10.0%	\$21,782	10.0%	\$51,577
Design Development	15.0%	\$32,673	15.0%	\$77,366
Construction Documents	35.0%	\$76,237	35.0%	\$180,521
Agency Approval	5.0%	\$10,891	5.0%	\$25,789
Bidding or Negotiations	5.0%	\$10,891	5.0%	\$25,789
Construction Administration	25.0%	\$54,455	25.0%	\$128,944
Closeout	5.0%	\$10,891	5.0%	\$25,789
<b>Basic Services</b>	<b>100%</b>	<b>\$217,819</b>	<b>100%</b>	<b>\$515,774</b>

**Other Services**  
 (Allowance) Programming (2) (% of Constr) 0.20% **\$4,520** 0.10% **\$6,740**  
 (Allowance) Creating Record Drawings in BIM or CAD (2) 2.50% **\$5,445** 2.50% **\$12,894**

**Total Fee** **\$227,784** **\$535,408** **\$ 763,193**  
**Fee as a Percent of Construction Cost** **10.08%** **7.94%** **8.48%**

**Assumptions**

- Fee is based on percentage of construction and is bracketed by 10% max increase/decrease
- CEQA process will be led by others (Architect will incorporate resulting recommendations)
- CAD files will be provided by the District if available
- Topographic, underground utility, and geotechnical reports will be provided by the District
- LEED or CHPS certification is not being sought

**Notes**

- 1 Record Drawing preparation in BIM is to be billed hourly against allowance
- 2 Programming will tailor the Educ Specs and Fac Stds to the project, and is to be billed hourly against allowance

**Sequoia High School  
Sequoia Union High School District  
Redwood City, California  
Master Plan Phase 1 Estimate**

**Project Summary Single Story/10 Classroom Building**

			Cost/SF	Cost	Cost	Cost	Cost
<b>Phase 1</b>							
<b>Site Preparation</b>							
Move P1 - P4 Existing Portables	3,840	SF	13.75	\$52,800			
Disconnect Utilities	1	LS	11,000.00	11,000			
Fire Alarm	3,840	SF	5.00	19,200			
Utility Connections	4	Ea	16,500.00	66,000			
ADA Access to P1 - P4.	1	LS	11,000.00	11,000			
Move Maintenance & Teen Talk Building	4,000	SF	13.75	55,000			
Remove Foundations	4,000	SF	1.65	6,600			
Disconnect Utilities	1	LS	5,500.00	5,500			
Regrade, Temporary Hardscape	5,400	SF	11.00	59,400			
<b>Site Development</b>							
Parking Improvements	30,000	SF	11.00	330,000			
Lighting	30,000	SF	2.75	82,500			
Storm Drains	30,000	SF	3.85	115,500			
Building Site Improvements	15,850	SF	27.50	435,875			
Lighting	15,850	SF	2.75	43,588			
Storm Drains	15,850	SF	3.85	61,023			
New Single Story 10-Classroom Building	12,150	SF	360.00	4,374,000			
Building Pad	16,650	SF	5.50	91,575			
<b>Utilities</b>							
Sanitary sewer connection	1	LS	55,000.00	55,000			
Storm water compliance	1	LS	82,500.00	82,500			
Domestic, Fire & Irrigation Water	1	LS	55,000.00	55,000			
Electrical	1	LS	165,000.00	165,000			
<b>Subtotal Phase 1</b>					<b>\$6,178,060</b>		
<b>General Conditions</b>				9.00%	556,025		
<b>Contractor's Fee</b>				6.00%	404,045		
<b>Design Contingency</b>				20.00%	1,427,626		
<b>Escalation to Midpoint of Construction January 2016</b>				4.50%	385,459		
<b>Total Phase 1 Construction Cost w/Lease-Leaseback Delivery August 2016</b>					<b>\$8,951,216</b>		
<b>Construction Contingency</b>				7.00%	626,585		
<b>Design Fee</b>				10.00%	895,122		
<b>Construction/Project Management</b>				0.00%	0		
<b>Additional Soft Costs</b>				12.00%	1,074,146		
<b>Total Phase 1 Project Cost w/Lease-Leaseback Delivery August 2016</b>					<b>\$11,547,068</b>		

9/23: CM deleted; Addn'l Soft Costs to 12%

EXHIBIT C-2

CONSULTANT'S FEE WORKSHEET





## APPENDIX D TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES

### INSURANCE

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and Spencer Associates (“**Consultant**”) for the provision of professional services.

**1. Consultant’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

**1.1 Commercial General Liability Insurance**

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant.

**1.2 Business Automobile Liability Insurance.**

Business automobile liability insurance with limits not less than \$2,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant.

**1.3 Workers’ Compensation Insurance.**

Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

**1.4 Professional Liability Insurance.**

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$75,000 for each claim, or \$25,000 on proof of solvency to \$75,000 on the ledger, with no exclusion for claims of one insured against another insured. Consultant shall maintain this coverage for a period of three (3) years after the completion of the Services and provide annual certificates of insurance evidencing the same if requested by District.

**2. Insurance policies shall contain an endorsement containing the following terms:**

Status of Sequoia Union High School District as Additional Insured.

- 2.1 On Consultant's Commercial General Liability policy and Automobile Liability Policy Sequoia Union High School District, and its affiliates, directors, officers, officials, partners, representatives. Employees, consultants, sub-consultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured there shall be a waiver of subrogation as to each named and additional insured.
- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except for non-payment of premium, for which notice shall be ten (10) days.
- 2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or sub-consultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX D**

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## **APPENDIX E TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **LIST OF REQUIRED DELIVERABLES**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”) and Spencer Associates (“**Consultant**”) for the provision of professional services.

#### **1. Project Deliverables**

- 1.1 Performance Schedule.
- 1.2 Consultant’s coordination reports and or meeting minutes for District’s coordination of its activities.
- 1.3 Monthly Status Report (with each payment application).
- 1.4 Work Plan.

#### **2. Schematic Design Phase.** The deliverables required by the Schematic Design Phase are defined in Section 2 of Appendix A and include, but are not limited to, the following deliverables:

- 2.1 Preliminary layouts, sketches and schematic design criteria, outline specifications, with supporting reports and exhibits.
- 2.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 2.3 Preliminary phasing recommendations, if any.
- 2.4 Design basis report or specifications.

#### **3. Design Development Phase.** The deliverables required by the Design Development Phase are defined in Section 3 of Appendix A and include, but are not limited to, the following:

- 3.1 Design Development Phase plans, specifications, engineering calculations, area calculations.
- 3.2 Updated rough estimate of construction costs.
- 3.3 Preliminary engineering calculations.
- 3.4 Construction phasing recommendations and permit requirements, if any.

#### **4. Construction Document Phase.** The deliverables required by the Construction Documents Phase are defined in Section 4 of Appendix A and include, but are not limited to, the following:

- 4.1 50% and 90% construction documents deliverable.
- 4.2 Final plans and specifications, including AutoCAD files and any necessary supplementary conditions to the construction contract.
- 4.3 Final engineering calculations.
- 4.4 Revised rough estimate of construction Costs.

5. **Bidding.** The deliverables required by the Bidding Phase are defined in Section 5 of Appendix A and include, but are not limited to, the following:

5.1 Written addenda (where necessary).

5.2 Written determinations regarding proposed substitutes.

6. **Construction Phase.** The deliverables required by the Construction Phase are defined in Section 6 of Appendix A and include, but are not limited to, the following:

6.1 Necessary notices, communications, interpretations, clarifications, as required by section 6, and in the format required by Section 6, including without limitation:

6.1.1 Certificates of Substantial Completion and Final Completion.

6.1.2 Punchlists.

6.1.3 Electronic record sets and sets of reproducible record prints of plans showing changes made during construction.

6.1.4 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

#### **END OF APPENDIX E**

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## **APPENDIX F TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **PROJECT DESCRIPTION**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and Spencer Associates (“**Consultant**”) for the provision of professional services.

- 1. Program:** The program for these services includes the design and building of a new ten- classroom, two story building on the Sequoia High School campus, at the current location of the existing P1 through P4 portable classrooms. This building will include two science classrooms, with other classrooms generally paired to allow the use of a shared operable partition. Additional facilities that are part of the program include collaboration and meeting spaces, student and staff toilets, storage space, and mechanical, electrical, and custodial space.

- 2. Project Bid Day Budget.**

The Project’s Bid Day Budget (“**Bid Day Budget**”) is initially the Project Budget attached as Exhibit F-1 to this Appendix F. The Bid Day Budget is initially \$9,000,000, provided, however, that the Bid Day Budget shall be adjusted to reflect the value of the construction contract actually awarded for the Project. Consultant’s compensation for Basic Services under the Contract shall be adjusted to reflect any changes in the Bid Day Budget. The parties agree that the Bid Day Budget as initially set in this Contract contains a twenty percent (20%) design contingency. The parties agree that, at the end of the design development phase of the Project, the design contingency shall be reduced to ten percent (10%) and that Consultant’s compensation shall be adjusted accordingly; and that, at the conclusion of the construction documents phase of the Project, the design contingency, if not used, shall be reduced to zero percent (0%), and that Consultant’s compensation shall be adjusted accordingly. Consultant’s design hereunder must conform to District’s Bid Day Budget. Consultant shall access the design contingency only with the written consent of the District.

- 3. Project Schedule**

Consultant’s timetable for the Services shall be as shown in Exhibit F-2, Project Schedule (see below for schedule). Time limits established by this schedule and approved by the District shall not, except for reasonable cause, be exceeded by the Consultant or District. The District and Consultant agree and acknowledge, however, that the performance of the Consultant’s services may depend upon other parties and circumstances which the Consultant cannot control. The schedule, therefore, shall be extended by agreement between the District and Consultant, except to the extent the Consultant (including its consultants) is responsible for Project delays.

- 4. Project Drawings**

Drawings now available indicating the planned scope of the work are attached or referenced in Exhibit F-3, Project Drawings. Not applicable at time of agreement.

Attachments to this Appendix: Exhibit F-1 and Exhibit F-2.

**END OF APPENDIX F**

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2014\Appendix F Sequoia High School (Spencer).docx

EXHIBIT F-1

PROJECT BUDGET

[TO BE PROVIDED]





EXHIBIT F-2

CONSULTANT'S TIMETABLE

[TO BE PROVIDED]



## **APPENDIX G TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES**

### **PROJECT SCHEDULE**

This is an appendix attached to, and made a part of, the Contract for Professional Architectural Services dated October 8, 2014 between the Sequoia Union High School District acting through its Board of Trustees (“**District**”), and Spencer Associates (“**Consultant**”) for the provision of professional services.

<b><u>TASK DESCRIPTION</u></b>	<b><u>COMPLETION DATE</u></b>
Programmatic and Conceptual Design	10/2/2014
Schematic Design	11/6/2014
Design Development	12/23/2014
Construction Documents	3/3/2015
DSA Approval, Increment 1	5/30/2015
DSA Approval, Increment 2	8/3/2015
Concurrent Negotiation/Subcontract Bidding	8/3/2015
Construction	8/1/2016
Move In	8/16/2016

**END OF APPENDIX G**

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## AGREEMENT FOR PRECONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of October, 2014, by and between the Board of Trustees, Sequoia Union High School District (the "District") and Cal Pacific Construction Inc. ("Corporation").

WITNESSETH that the parties mutually covenant and agree as follows:

1. STATEMENT OF WORK: Corporation shall furnish all labor and materials and perform all work necessary, for the mobilization and demolition of the construction project known as:

Menlo-Atherton High School  
New Classroom Building and Addition – F Wing  
Mobilization, Sitework and Demolition

The Preconstruction Services ("Work") shall consist of the services described in the Letter of September 29, 2014 from Cal-Pacific Construction, Inc. to Enrique Navas, a copy of which is attached to this Agreement and incorporated herein by reference. These services include setting up of temporary/safety fencing in the project area, erosion control, protection of trees in the project area that will not be removed, conducting survey layout and field engineering, conducting site cutting and hard demolition, performing grading and pad preparation, establishing temporary facilities and submittals, and coordinating with the District's architect for value engineering and cost savings.

2. COMPENSATION: In full consideration of Contractor's performance under this Agreement and subject to any additions, deductions and procedures for payment as provided herein, the District shall pay Corporation the total sum of ONE HUNDRED AND THIRTY SEVEN THOUSAND SIX HUNDRED DOLLARS, (\*\*\$137,600 ). Payment shall be made through progress payments on a monthly basis, based on the proposition of the preconstruction and demolition work completed by the Corporation during the month. Retention is waived. The parties acknowledge and agree that intend to enter into a lease-leaseback transaction with respect to the New Classroom Building and Addition – F Wing, at Menlo Atherton High School. The \$137,600 that the District will pay under the instant agreement shall be included in the Guaranteed Maximum Price for the New Classroom Building and Addition - F Wing Project.
3. TIME FOR COMPLETION: Time is of the essence in this Contract. The Work shall be commenced as specified in a written order, Notice to Proceed, from the District and shall be completed no later than November 15, 2014.
4. LIQUIDATED DAMAGES: In the event that Work is not completed within the period of time stated above, or any extension of time as provided in writing by the District, it is agreed that District will sustain and shall be entitled to liquidated damages in the amount of Zero (0) for each and every day beyond the time period so stated. In the event that Contractor fails to pay these liquidated damages, the District may deduct that amount from any money that may become due to the Corporation under the contract. This provision does not exclude any other entitlement or recovery of damages under this Agreement.
5. PREVAILING WAGES: Corporation agrees to comply with the applicable provisions of the Labor Code, Section 1720-1861, and District's Labor Compliance Program and will pay the proper prevailing wages for each craft.
6. HOLD HARMLESS: Corporation shall defend, indemnify and save harmless District and all of its officers, directors, representatives, agents and employees, from and against any and all liabilities, losses, damages, or expenses of any nature whatsoever that may arise out of

Corporation's acts and/or construction of the Project, or the acts of Corporation's subcontractors or agents. Corporation, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its officers, agents, or employees, and shall pay or satisfy any judgment that may be rendered against District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

7. COMPONENT PARTS OF AGREEMENT: The complete agreement between the parties consists of this Agreement and following Bid Documents (construction plans and specifications), all of which are component parts of this Agreement and are incorporated by reference fully herein:

Letter of September 29, 2014

Performance Bond (Waived)

Contractor's Bond (Labor and Materials) (Waived)

Certificates of Insurance (Corporation agrees that, during the term of this Agreement, Corporation shall maintain all insurance at the levels reflected in the Certificates of Insurance that are incorporated by reference on this Agreement.)

This Agreement, and the above-mentioned components, constitutes the sole agreement of the parties. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement and its components are not binding. All modifications or amendments shall be in writing.

IN WITNESS WHEREOF, Two (2) identical counterparts of this Agreement of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

*\*\*This amount to be deducted for lease lease-back agreement final cost*

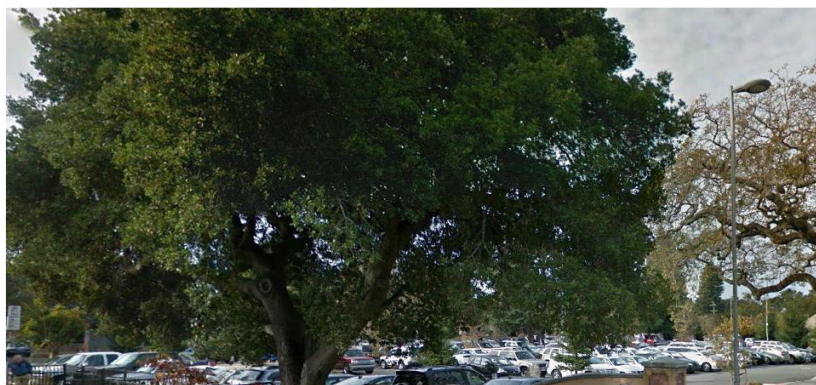
BOARD OF TRUSTEES  
SEQUOIA UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Enrique Navas, Assistant Superintendent SUHSD Date

CONTRACTOR  
Contractor Name

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

NOTE: If the Contractor executing this Contract is a corporation, a certified copy of the bylaws or of the resolution of the Board of Directors authorizing the officers of said corporation to execute the Contract and the bond required thereby shall be annexed hereto.



## CEQA Consulting Services for the Sequoia Union High School District

# PROPOSAL AND QUALIFICATIONS

## MENLO-ATHERTON HIGH SCHOOL CAMPUS MASTER PLAN

October 2, 2014

*Presented by:*

**TRA Environmental Sciences**

545 MIDDLEFIELD ROAD, SUITE 200  
MENLO PARK, CA 94025  
(650) 327-0429  
WWW.TRAENVIRO.COM





October 2, 2014

Mr. Enrique Navas, Assistant Superintendent  
Sequoia Union High School District  
480 James Avenue  
Redwood City, CA 94062-1041

**SUBJECT: Proposal and Qualifications for CEQA Review of Menlo-Atherton High School  
Campus Master Plan**

Dear Assistant Superintendent Navas,

TRA Environmental Sciences, Inc. thanks you for the opportunity to submit this Proposal and Qualifications for California Environmental Quality Act consulting services for the Menlo-Atherton High School Campus Master Plan. Our submission describes how TRA's past and present school district experience, including experience at the District's Menlo- Atherton and Carlmont High School campuses, matches the responsibilities, scope of work, and other qualifying criteria sought by the Sequoia Union High School District.

I would serve as the over-all Project Manager for the project. I have garnered the analytical, communications, and management skills necessary to provide the service you expect from my 10 years of experience. Ms. Barbara Beard (Director of Environmental Analysis) would provide senior level oversight and assist me with overall project management. Together, we would utilize staff and resources at our Menlo Park office to complete services in a budget conscience and timely manner.

Our proposal reflects our current understanding of the master plan, which is still being developed by the District. It is TRA's professional opinion that an Environmental Impact Report (EIR) focusing on the potentially significant impacts of the plan (e.g., traffic associated with increased enrollment) will be the appropriate CEQA document for the project. The new, tentative schedule calls for Board certification of an EIR by June 24, 2015; the budget estimate for the CEQA process is \$195,225, which includes budget to retain a qualified traffic impact analysis firm and a 10% contingency to account for additional issues that come up as the master plan is developed. TRA would not mark-up sub-contractor costs. Questions regarding this proposal should be directed to me as follows:

Mr. Chris Dugan  
545 Middlefield Road, Ste. 200  
Menlo Park, CA 94025  
Phone: 650-327-0429 / Cell: 916-956-3802 / Fax: 650-327-4024 / Email: [dugan@traenviro.com](mailto:dugan@traenviro.com)

Sincerely,



Chris Dugan  
Senior Project Manager



## **TABLE OF CONTENTS**

PART 1 - QUALIFICATIONS .....	1
1.1 Firm Background, Qualifications, and Experience.....	1
PART 2 - SCOPE OF WORK, SCHEDULE, AND COST ESTIMATES .....	6
2.1 Project Understanding .....	6
2.2 Proposed Scope of Work (For an EIR).....	6
2.3 Tentative Schedule .....	13
2.4 Budget Estimates .....	14
PART 3 - PROJECT EXPERIENCE, REFERENCES, AND STAFFING .....	18
3.1 Projects Completed In The Last Five Years .....	18
3.2 Personnel and Staffing .....	21
3.3 Ability to Perform and Manage Work.....	22

## **LIST OF TABLES**

Table 1 Summary of TRA's Relevant Experience.....	3
Table 4 Tentative EIR Schedule .....	13
Table 5 CEQA Budget Estimate for M-A High School Campus Master Plan.....	15
Appendix A.....	Resumes

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## PART 1 - QUALIFICATIONS

### 1.1 FIRM BACKGROUND, QUALIFICATIONS, AND EXPERIENCE

TRA Environmental Sciences, Inc. (TRA) is a full-service environmental consulting firm that specializes in environmental impact analysis and documentation pursuant to the state's preeminent environmental review law, the California Environmental Quality Act (CEQA), and its federal equivalent, the National Environmental Policy Act (NEPA). We work diligently to provide the best possible independent, professional consulting services to our clients. Our environmental planning- and permitting-related services include:

#### CEQA/NEPA Compliance

TRA prepares all types of CEQA and NEPA documents, including statutory and categorical exemptions, Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), and project, subsequent, supplemental, and program Environmental Impact Reports (EIR) pursuant to CEQA, and categorical exclusions, Environmental Assessments (EA), and Environmental Impact Statements (EIS) pursuant to NEPA. We keep apprised of statutory and regulatory changes affecting environmental review procedures through journals, annual publications, conferences, the California Office of Planning and Research website, and other relevant websites, and maintain our expertise by handling a variety of projects. As part of its CEQA and NEPA services, TRA provides the following specific areas of expertise:

**School Districts:** TRA offers the highest level of support to our clients and is well qualified to provide the comprehensive, professional CEQA compliance services the District seeks. TRA has provided similar services to local agencies, including 10 different school districts and other entities that receive approval from the California Department of Education and/or the Division of the State Architect. This experience is summarized in more detail in sections 1.1.1 and 3.1.



**Air Quality / GHG Impact Assessments:** TRA uses air quality models to quantify mass emissions estimates (e.g., URBEMIS, CALEEMOD, SCAQMD Roadway Construction Model, EMFAC2011, OFFROAD2007) for comparison to appropriate thresholds of significance and, when necessary, TRA uses dispersion models to quantify pollutant concentrations (e.g. SCREEN3, AERMOD, CALINE) for comparison to appropriate air quality standards and use in health risk estimates.

**Noise Monitoring and Impact Assessment:** TRA uses sound level meters to document on-site sound levels and provide a basis for determining a project's temporary or permanent increase in sound levels above ambient conditions. Where necessary, TRA uses computational models to estimate and predict the sound levels generated by stationary and mobile noise-generating sources such as generators, vehicles, special events.

Equipment	Calculated (dBA)	Noise Level (dBA)	Noise Level Exceedance (dBA)
1	75	75	0
2	75	75	0
3	75	75	0
4	75	75	0
5	75	75	0

**Mitigation Monitoring and Reporting:** TRA prepares Mitigation Monitoring and Reporting Plans (MMRP) required by CEQA for project findings relative to an EIR or MND. These plans specify mitigation measures, responsible parties, and expected work products in order to demonstrate that mitigation proposed during environmental review is actually implemented. TRA can assist the CEQA lead agency in managing the implementation of an MMRP. We also perform mitigation monitoring, such as pre-construction plan-check and resource surveys.



### **Biological Resources / Permitting Services**

TRA provides biological resources/permitting services to clients throughout California:

**Biological Assessments/Surveys:** TRA specializes in many types of biological studies and impact assessments. TRA prepares biological surveys to evaluate existing conditions and the presence of sensitive habitat or special status plant or animal species, as well as determine the applicable laws pertaining to the resources found. Biological impact assessments evaluate the effects of a proposed project on biological resources and are used to support CEQA/NEPA documents and permit applications. TRA also prepares Biological Assessments which present both survey and impact information in the specific format set forth by the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS). TRA maintains a strong working relationship with various staff at the USFWS and the NMFS. We facilitate Federal Endangered Species Act consultations with the federal government to obtain agency concurrence with project findings of No Effect or Not Likely to Adversely Affect endangered species. TRA also provides



the technical support required for Endangered Species Act Section 7 or Section 10 consultations and California Fish and Wildlife 2081 permits.

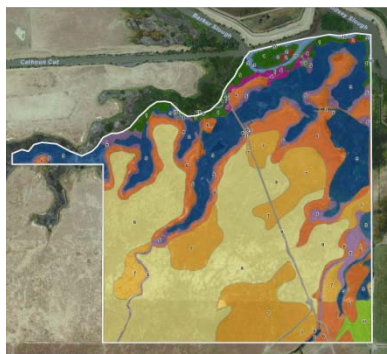
Staff members are familiar with the research methods and databases that the resource agencies expect to see in biological site assessments, including the California Natural Diversity Database, the Wildlife Habitat Relationships Database, the Manual of California Vegetation, state and federal survey protocols, California Native Plant Society protocols, and the usual field guides and floras. TRA has expertise in assessing the potential occurrence of many sensitive species, and when needed, works with a network of subcontractors with special expertise in particular endangered species or local resources.

**Regulatory Agency Permitting:** TRA assists clients with obtaining permits from various regulatory agencies such as the 404 Nationwide or Individual Permits from the U.S. Army Corps of Engineers (USACE), the Streambed Alteration Agreement from California Department of Fish and Wildlife (CDFW), the 401 Water Quality Certification from Regional Water Quality Control Board (RWQCB), and Incidental Take Permits from USFWS and NMFS. We prepare the technical studies required for these permits as well as the permit applications for agency submittal.

## Peer Review / Planning Assistance

TRA assists a number of private clients by providing peer review of environmental documents and technical reports. These reviews are conducted to assess adequacy in addressing environmental issues of concern in relation to CEQA/NEPA requirements and concurrence with report conclusions. TRA also provides planning assistance to state and local agencies such as providing guidance on implementation of habitat conservation plans, local development permit applications, CEQA assistance, and formulation of project descriptions and assessments needed for project grant applications. TRA has provided instructional seminars for public agencies submitting grant applications to California Department of Parks and Recreation for funds pertaining to maintenance of off-highway vehicle recreation areas. TRA has also provided expert testimony on technical issues such as wastewater sludge disposal, utility lines in habitat conservation areas, and the effect of plastic pipe on potable water supply.

## Geographic Information Systems (GIS)



GIS is a computer-based tool used in a variety of industries for performing information analysis, automated mapping, and data integration. TRA provides a range of GIS services to our clients to present and analyze spatial data that may include land uses, biological and other environmental resources, site elevations, and project features. When many datasets applicable to a project are layered onto a single graphic or site plan, the interrelationships between resources can be more easily understood. Project scientists, planners, and engineers are all able to readily access the data and use it to assess potential project impacts and conduct meaningful constraints analyses.

### 1.1.1 SUMMARY OF RELEVANT EXPERIENCE

TRA has extensive experience and knowledge of the environmental review processes and inter-relationship between local, state, and federal laws, ordinances, regulations, and statutes that development projects in California must comply with. Our qualifications and experience have enabled us to provide CEQA and other technical consulting services to 10 school districts in the Bay Area, as well as many other local agencies (e.g., irrigation and water districts) and city, county, and state government entities. For overview and background information purposes, our school district experience is summarized in Table 1. Projects highlighted in **bold font** represent a project in-progress or completed in the last two years that is presented in more detail in Section 3.1 of this proposal.

Table 1 Summary of TRA's Relevant Experience			
Year	Project Title	Document / Service	Lead Agency / Client
2014	McCandless Drive Elementary School Project	CEQA IS/EIR	Milpitas Unified School District
<b>2013</b>	<b>Alternative School Campus Expansion</b>	<b>CEQA IS/MND</b>	<b>Sequoia Union High School District (SUHSD)</b>
<b>2013</b>	<b>Transportation and Maintenance Facility (Phase 2)</b>	<b>CEQA IS/MND</b>	<b>SUHSD</b>



<b>Table 1 Summary of TRA's Relevant Experience</b>			
<b>Year</b>	<b>Project Title</b>	<b>Document / Service</b>	<b>Lead Agency / Client</b>
<b>2012</b>	<b>Carlmont High School Usher Field Lights</b>	<b>CEQA IS/MND</b>	<b>SUHSD</b>
2011	Stanford University Habitat Conservation Plan	NEPA EIS (Biology Chapter)	Stanford University Planning Office
<b>2011</b>	<b>Mayfair Campus Project</b>	<b>CEQA IS/MND</b>	<b>Ace Charter School</b>
<b>2011</b>	<b>Transportation and Maintenance Facility (Phase 1)</b>	<b>CEQA IS/MND</b>	<b>SUHSD</b>
2011	Menlo-Atherton High School Stadium Lights	CEQA IS/MND	SUHSD
<b>2010</b>	<b>Maple Street Replacement Facility [San Mateo County Jail]</b>	<b>CEQA IS/MND</b>	<b>San Mateo County Sheriff's Office</b>
<b>2010</b>	<b>East Palo Alto Alternative School Campus</b>	<b>CEQA IS/MND</b>	<b>SUHSD</b>
2010	Alternative Adult School	CEQA IS/MND	SUHSD
2008	Green Street Adult School Annex	CEQA IS/MND	SUHSD
2006	Bus Parking Relocation	CEQA Categorical Exemption	SUHSD
2006	Master Plan for Woodside Priory School Campus Remodeling	CEQA IS/MND	Town of Portola Valley
2006	School Modernization / Facilities Replacement	CEQA Categorical Exemption	Woodside Elementary School District
2005	Storm Drain Improvement	CEQA IS/MND	Palo Alto Unified School District (PAUSD)
2002	Terman Middle School Reopening	CEQA EIR CEQA Addendum	Palo Alto Unified School District
2001	Alternate School Access Route	Constraints Analysis	Pajaro Valley Unified School District
2000	School Modernization	CEQA IS/MND	Las Lomitas Elementary School District
1997	School Expansion/Renovations	CEQA IS/MND	Portola Valley School District
1997	School Expansion/Renovations	CEQA IS/MND	Menlo Park City Elementary School District
1994	Student/Faculty Health Risk Analysis	Technical Report	Aromas San Juan School District



### **1.1.2 FIRM STRUCTURE AND SMALL / WOMAN-OWNED BUSINESS CERTIFICATIONS**

TRA consists of 17 professionals who are primarily CEQA practitioners with specialized expertise in air quality, greenhouse gas, biological resource, hydrology and water quality, land use and planning, noise, GIS analysis, and project management disciplines and services.

TRA is certified as a California Small Business, #44133, as defined by the Department of General Services, pursuant to Section 14837 of the Government Code and Section 1896, Title 2, of the California Code of Regulations. We are also a certified Women Owned Business by the California Public Utility Commission, VON 10AS0037.

Professional staff perform one or more roles within the company, depending on the project and its technical issues. For example, TRA's biologists are also accomplished CEQA analysts, and some are proficient GIS Analysts. The firm's founder and principal, Thomas Reid, chairs an executive committee consisting of senior level staff, including the firm's President, Paula Hartman, Esq., Director of Environmental Analysis, Barbara Beard, and Director of Biological Analysis, Taylor (Tay) Peterson. TRA's Environmental Analysis Division prepares CEQA and NEPA documents and other technical plans and reports necessary to comply with federal, state, and local environmental regulations. The Biological Analysis Division conducts resource inventories, prepares reports, and obtains permits necessary to comply with federal and state regulations protecting plants, wildlife, and sensitive habitats.

## **PART 2 - SCOPE OF WORK, SCHEDULE, AND COST ESTIMATE**

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### **2.1 PROJECT UNDERSTANDING**

The SUHSD is a grade 9 - 12 (plus adult education) school district comprised of four comprehensive high schools, a model continuation high school, other specialized programs and services, and four charter schools. The District currently serves approximately 10,000 students in total. The District's demographer projects student enrollment at the District's four comprehensive high school campuses could increase by approximately 1,200 students by 2020, with the majority of this increase (approximately 500 students) occurring at the District's Menlo-Atherton (M-A) High School Campus. In light of this projected growth, the District is preparing a master plan to guide facility development at the M-A campus. Based on meetings with the District and its architectural consultants, TRA understands the proposed M-A High School Campus Master Plan could include, but is not limited to, the following components:

- Up to 22 classrooms to accommodate a projected increase in enrollment of approximately 500 students by the year 2020.
- Additional food service facilities
- Additions / improvements to administrative, counseling, restroom, student services, and locker-room areas.
- Additions / improvements to sports fields and sports facilities lighting
- Energy efficiency projects
- Pedestrian, bicycle, and vehicle traffic flow and parking improvements.
- Capital repair projects

TRA understands the M-A High School Campus Master Plan does not include any new entrances to or exits from the school campus.

### **2.2 PROPOSED SCOPE OF WORK FOR AN EIR**

CEQA applies to discretionary actions that have the potential to result in a physical change in the environment. Projects subject to CEQA typically have one of three outcomes: preparation of a Notice of Exemption, an Initial Study (IS) / Mitigated Negative Declaration (MND), or an Environmental Impact Report (EIR). The District, as lead agency, has the ultimate determination on the appropriate CEQA documentation for a potential project.

TRA is familiar with M-A High School campus from its work on the field lights project; our office is also located across the street from the campus and we are familiar with the existing local conditions in the vicinity of the campus. Given our current understanding of the project and its location, therefore, TRA proposes to prepare an EIR for the M-A High School Campus Master Plan. TRA would provide the District with thorough, accurate, and objective input and recommendations throughout the CEQA review process so that the District may make the best possible informed decision regarding its CEQA review of the M-A High School Campus Master Plan.

Task information for the EIR process is provided below. Schedule and budget information is provided in Sections 2.3 and 2.4, respectively.

#### **Task 1 Initiate Project / Kick-Off Meeting**

Upon authorization to proceed, TRA would meet with the key staff from the District and its project team to establish roles and responsibilities and lines of communication, review and define

the scope of the project, identify project deliverables, and refine the project schedule. TRA would also begin to collect available project information (documents, maps, reports, etc.) to commence CEQA review of the project.

*Task Deliverables: Kick-off Meeting Agenda, Notes, Action Items*

### **Task 2 Prepare Project Description**

TRA would work with SUHSD staff and the project team to develop a stable and adequate Project Description for the project (including conceptual site plans). This project description would be used to prepare an Initial Study for the project that considers whether the project may have a significant effect on the environment that requires analysis in an EIR. During development of the project description, TRA staff would conduct a site visit and, as necessary, identify data needed to prepare an adequate CEQA document, conceptualize potential project alternatives, and define thresholds of significance for environmental impact analyses.

*Task Deliverable: Data Request (electronic copy only)*

*Draft Project Description (electronic copy only)*

### **Task 3 Prepare Draft Initial Study / Notice of Preparation**

TRA would prepare a Draft IS that complies with the requirements of CEQA and supports the District in determining whether the M-A High School Campus Master Plan may potentially cause, either individually or cumulatively<sup>1</sup>, a significant effect on the environment. The IS would evaluate, in appropriate factual detail, all aspects of the project using the checklist questions identified in CEQA Guidelines Appendix G. TRA would distribute the Draft IS to SUHSD staff and the interdisciplinary project team for review and comment, as well as the Town of Atherton and the City of Menlo Park if desired by the District.

In accordance with CEQA, TRA proposes to use the IS to:

- 1) “Focus” the Master Plan EIR on the potentially significant impacts of the plan; and
- 2) Identify and “dismiss” impacts determined not to be significant

This approach would eliminate from discussion in the EIR those physical changes to the environment resulting from the M-A High School Campus Master Plan. Below is a discussion of the plan’s potentially significant and less than significant environmental impacts.

#### ***Issues That May be Potentially Significant***

Based on our current understanding of the M-A High School Campus Master Plan, it is TRA’s professional opinion that the IS for the plan may identify the following issues as potentially significant, thereby warranting discussion and evaluation in an EIR:

- 1) Traffic and Transportation
- 2) Aesthetics
- 3) Air Quality
- 4) Greenhouse Gases
- 5) Hazards and Hazardous Materials

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<sup>1</sup>Cumulative impacts refers to two or more individual effects, which, when considered together, are considerable or which compound or increase other environmental impacts.

- 6) Noise
- 7) Cumulative Impacts

The significance and scope of these issues will depend on the contents of the draft M-A High Campus Master Plan currently being prepared; however, the IS would not address potentially significant issues in substantial detail. Rather, the IS would indicate why these issues are considered potentially significant, what type of analyses the EIR would include to evaluate the issues, and the conceptual mitigation measures that may be incorporated into the project to avoid or reduce potentially significant issues. This approach allows the SUHSD time to begin the CEQA process while concurrently finalizing the plan. Please refer to the description under Task 5 for further discussion of these issues.

### ***Issues Anticipated to be Less than Significant***

Based on our current understanding of the M-A High School Campus Master Plan, it is TRA's professional opinion that the IS would find the following issues to be less than significant, thereby "dismissing" the issues from further consideration in an EIR.

- ***Agriculture and Forestry Resources:*** The evaluation will describe the project does not have the potential to impact agriculture and forestry resources because there are no resources present at or in the vicinity of the M-A campus.
- ***Biological Resources:*** The evaluation will describe the existing habitat at and in the vicinity of the project and identify the project's potential impacts on special-status species and habitat. The M-A campus is located in an urban area that is not likely to contain substantial biological resources; however, TRA anticipates best management practices to protect nesting birds and bats and tree protection measures may be required for the project.
- ***Cultural Resources:*** The M-A Campus is a developed site; therefore, construction activities are unlikely to encounter any cultural resources. Nonetheless, to exercise due diligence, TRA would request a records search from the California Historical Resources Information System at Sonoma State University's Northwest Information Center. The intent of the records search would be to document known cultural resources (historic structures or buried cultural resources) and determine the relative sensitivity of encountering unknown artifacts at the site. TRA anticipates best management practices to avoid significant impacts to known or previously unknown buried cultural resources or human remains would likely be included in the project. This SOW presumes the services of a cultural resources expert would not be needed for the project because it would not result in a substantial adverse change to a historical resource greater than 45 years old.
- ***Geology and Soils:*** The evaluation will present the existing geologic and soils conditions likely to be encountered and the measures that could be implemented to avoid or reduce any risks from these hazards.
- ***Hydrology and Water Quality:*** The evaluation will present the existing hydrologic conditions at the site and the storm water management procedures incorporated into the project that would mitigate any potential construction or operational storm water impacts. A discussion of the potential flooding hazard will also be presented along with measures that will be incorporated into the project to eliminate the risk of flooding to school structures (e.g., raising the site above the floodplain if the project is located in a flood area).

- **Land Use:** The existing and surrounding land uses will be described as well as the site's General Plan and zoning designations, any relevant plans or policies and special designations (easements) as applicable. The evaluation will consider the extent to which the project conforms to Town plans and policies.
- **Population and Housing:** Since the project would be the construction of school facilities to serve existing and projected residents, the evaluation would show why the project would not result in population growth.
- **Public Services:** The evaluation will discuss the existing public service territories and providers in the vicinity of the project and consider if the project would alter response services or result in the need for new public service facilities. The evaluation would rely on consultation with the appropriate public service provider in determining whether the project would affect public services.
- **Recreation:** The evaluation will present the existing recreational facilities in the vicinity of the site and consider if the project would increase use of these facilities. The evaluation will consider the effects of new or expanded joint use of the campus' recreational facilities.
- **Utilities and Service Systems:** The evaluation will identify existing local service providers for water, wastewater, storm water, and waste disposal and confirm that the existing entitlements/capacities of those facilities is sufficient to serve the proposed project and discuss any potential impacts on utility providers.

*Task Deliverable: Administrative Draft Initial Study (Electronic copy only)*

#### **Task 4 Finalize IS and Publish a Notice of Preparation of an EIR**

TRA would finalize the Draft IS and prepare a Notice of Preparation (NOP) of an EIR for the M-A High School Campus Master Plan. TRA would work with SUHSD staff to distribute the NOP and IS to an appropriate mailing list of agencies, organizations, and other interested individuals for review and comment.

The minimum public review period for an NOP is 30 days. TRA would prepare presentation materials for and attend one public scoping meeting during the 30-day public comment period on the NOP/IS. The comments the SUHSD receives on the NOP/IS will assist the District in identifying the environmental areas of greatest concern in the EIR, and confirm whether issues anticipated to be less than significant are in fact less than significant.

*Task Deliverables: Administrative Draft NOP/IS (electronic copy only)*

*Public Draft NOP/IS (Electronic and 20 hardcopies)*

*All CEQA Notices and Document Distribution List (Electronic copies only)*

*Public scoping meeting materials (e.g., PowerPoint presentation)*

#### **Task 5 Prepare Administrative Draft EIR**

In accordance with CEQA statute and the CEQA Guidelines, and contingent on the findings of the IS prepared in Task 3 (i.e., which effects are determined to be potentially significant), TRA would prepare an Administrative Draft EIR for review by the SUHSD, the interdisciplinary team and, if desired, the Town of Atherton and the City of Menlo Park. The Administrative Draft EIR will present baseline environmental information, applicable regulations, and evaluations of potentially significant effects associated with the M-A High School Campus Master Plan. Where

appropriate, TRA would use the results of the IS prepared in Task 3 to focus the EIR's analysis on specific resources areas. TRA would base the level of analysis for each evaluation on the results of the IS and any comments received during the EIR scoping process.

As described under Task 3, the following issues are expected to be discussed in the EIR:

- **Traffic and Transportation:** TRA would work with the SUHSD to identify and sub-contract with an expert transportation firm to prepare a Traffic Impact Analysis (TIA) for the proposed project. At this time, the projected increase in enrollment at the M-A campus is anticipated to generate more than 100 peak hour trips; however, a freeway analysis is likely to be found not necessary for this project because schools generate predominantly local traffic. TRA would work with the District and the traffic sub consultant to determine the appropriate scope for the TIA to be performed. The analysis would address project and cumulative traffic impacts and review the site plan for traffic, emergency and pedestrian safety issues, and parking adequacy. The TIA would determine the traffic impacts of the master plan on the key intersections in the vicinity of the site during the weekday AM (7-9), school PM (2-4), and commute PM (4-6) peak hours. TRA will rely on the TIA to complete the EIR for the project.
- **Aesthetics:** The evaluation would describe the existing visual conditions at the site and vicinity and the proposed visual features of the project that could influence the aesthetics in the area. TRA is not proposing the use of visual simulations in the CEQA review of the project; our analysis would rely upon conceptual site plans and architectural renderings provided by the master plan architect.
- **Air Quality and Greenhouse Gases:** The evaluation would describe regional and local air quality conditions, quantify construction and operational emissions of criteria air pollutants (e.g., PM10, ROG, NOX), greenhouse gases (e.g., CO2, CH4, N2O), and toxic air contaminants (DPM) and, if necessary, identify measures to avoid or reduce potentially significant air quality impacts, such as construction dust emissions. The evaluation would follow the latest recommendations of the Bay Area Air Quality Management District (BAAQMD). Criteria air pollutants, greenhouse gases, and toxic air contaminants would be quantified using approved models (e.g., URBEMIS, CALEEMOD, BGM) and guidelines. Impacts will be considered significant if emissions levels or health risks exceed BAAQMD recommended significance thresholds.
- **Hazards and Hazardous Materials:** The evaluation will present the existing conditions and hazards likely to be encountered during demolition and construction and recommend measures to reduce or avoid potentially significant impacts. The evaluation will also address findings and potential impacts of the BAAQMD and San Mateo County Environmental Health Division / Menlo Park Fire District consultation and public records request performed in accordance with CEQA Guidelines Section 15186.
- **Noise:** The evaluation will present the existing noise levels at the site (i.e., the noise levels that the project receptors would be exposed to), quantify the noise levels that would be generated by construction and operation of the project (i.e., the noise levels that the project would expose other sensitive receptors to) and, if necessary, identify measures to avoid or reduce potentially significant noise impacts. As part of the project's noise impact analysis, TRA would conduct 24-hour noise monitoring at the site at up to four locations.



- **Cumulative Impacts:** The evaluation will identify the extent of project impacts and the past, present, or reasonably foreseeable future projects that may combine with these impacts.

In addition to those IS analyses described in Task, the 3 EIR would contain the following additional analyses as follows:

- **Alternatives:** The evaluation will identify a range of reasonable alternatives that would reduce or avoid the project's significant impacts while obtaining most of the project's objectives. At a minimum, the alternatives analysis would need to consider the No Project Alternative, and likely an alternative site and/or a reduced project alternative.
- **CEQA Required Assessments:** The evaluation will consider the growth inducing effects of the project and other CEQA-required considerations.

*Task Deliverables: Administrative Draft EIR (electronic copy only)*

### **Task 6 Prepare Public Draft EIR for Review**

Following receipt of comments on the Administrative Draft EIR, TRA would prepare a screen check version of the Public Draft EIR that incorporates the project team's comments. TRA would distribute the screen check draft to the project team for final review and comment and, upon receipt of comments on the screen check version of the Public Draft EIR, prepare the Public Draft EIR. Once finalized, TRA would prepare all CEQA notices for the project, including the Notice of Availability of an EIR, Notice of Completion and Environmental Document Transmittal, and work with SUHSD staff to distribute the EIR to an appropriate mailing list of agencies, organizations (including the State Clearinghouse), and other interested individuals. TRA would prepare materials for and attend one public meeting and one Board hearing on the Public Draft EIR. Delivery of the Public Draft EIR to the State Clearinghouse begins a mandated 45-day public review period for the EIR.

*Task Deliverables: Screen Check Public Draft EIR (Electronic copy only)*

*Public Draft EIR (Electronic and 20 hardcopies)*

*All CEQA Notices and document distribution list (Electronic copies only)*

*Board hearing materials (e.g., PowerPoint presentation)*

### **Task 7 Respond to Draft EIR Comments and Prepare Final EIR**

Following conclusion of the 45-day public review period and receipt of all oral and written comments on the Public Draft EIR from public and responsible agencies, TRA will prepare an Administrative Draft Final EIR. The Administrative Draft Final EIR will contain the comment letters received on the Public Draft EIR (with an alpha-numeric ID for each individual comment), responses to comments, and changes to the project or errata as necessary. The Administrative Final EIR will be distributed to the project team for review and comment. Upon receipt of comments, TRA will prepare a Screen Check Public Draft Final EIR for project team review, and then finalize the Final EIR, which would be distributed to agencies and organizations that provided comments on the Public Draft EIR. TRA would prepare materials for one Board Hearing on the Final EIR, and file the Notice of Determination for the project within five days or sooner of the Board hearing, if the project is approved.

*Task Deliverables: Administrative Final EIR (electronic copy only)*

*Screen Check Final EIR (electronic copy only)*

*Public Final EIR (electronic and 20 hardcopies)*

*All CEQA Notices and document distribution list (electronic and hardcopy)*

*Board hearing materials (e.g., power point presentation)*

### **Task 8 Prepare Mitigation Monitoring and Reporting Program**

Concurrent with the preparation of the Administrative Draft FEIR, TRA will prepare a Draft Mitigation Monitoring and Reporting Program (Draft MMRP) for review by the project team. The Draft MMRP will compile all best management practices and mitigation measures included in the EIR to reduce or avoid significant impacts and will identify the timing of the measure, the entity responsible for implementing the measure, and the method for verifying implementation of the measure. TRA will incorporate the project team's comments into a Final MMRP for adoption by the SUHSD Board.

*Task Deliverables: Draft and Final MMRP (electronic and 20 hardcopies of final MMRP)*

### **Task 9 Meetings / Coordination / Project Management**

This task consists of regular coordination with and management of the project team and EIR subcontractors necessary to complete work tasks on time and within budget. This SOW assumes TRA participation in brief conference calls every two weeks for a period of 6 months (a total of 12 hours) and up to five meetings at SUHSD offices or M-A High School. This task also includes implementation of TRA quality control procedures (e.g., senior level review) and assumes TRA would provide monthly invoices to the SUHSD with a brief report on progress in maintaining the project schedule and budget.

*Task Deliverables: Teleconference agendas, action items, monthly invoices*

#### **2.2.1 SOW PRESUMPTIONS**

In preparing this scope of work, TRA has made the following presumptions regarding the proposed M-A High School Campus Master Plan and its CEQA review:

- 1) The District may obtain state funds for master plan projects and would therefore obtain CDE approval for school facility construction.
- 2) The District will not obtain federal funds for the project. If federal funds are used, the SUHSD may elect to prepare a joint CEQA/NEPA document and TRA would prepare a revised scope of work for the SUHSD.
- 3) Visual simulations are not required to adequately analyze the aesthetic effects of the Campus Master Plan.
- 4) TRA Environmental Sciences will make a public records request to the San Mateo County Environmental Health Division / the Menlo Park Fire Protection District (the local Certified Unified Program Agency) and the San Francisco Bay Area Air Quality Management District to identify facilities within one-quarter mile (1,320 feet) of the project sites that may emit hazardous air emissions.
- 5) TRA Environmental Sciences will not conduct a detailed health risk assessment requiring the use of a refined dispersion model such as AERMOD, CALINE, or other regulatory-approved dispersion model. The scope of work presumes screening level analyses would



be sufficient to evaluate and determine the significance of potential health risks, and any mitigation measures necessary to reduce or avoid potentially significant health risk impacts.

- 6) The use of an expert architectural historian or other cultural resource specialist is not required to adequately analyze the cultural resources effects of the M-A High School Campus Master Plan.
- 7) TRA Environmental Sciences will not be responsible for draft and final copies of the resolutions, CEQA Findings, and Statement of Overriding Considerations that the SUHSD Board needs to approve before carrying out the project. These materials document the basis for the Board's final CEQA determination. If the Board decides to adopt a Statement of Overriding Consideration, which would be necessary for impacts that cannot be avoided or mitigated to less than significance, the Board must determine that there are specific economic, legal, social, technological, or other considerations that balance the adverse effects of the project. The president of TRA is a member of California State Bar and, if request by the SUHSD, could prepare these materials or work in concert with County or other District counsel to prepare and review these documents.
- 8) A water supply assessment is not required pursuant to §21151.9 of the California Public Resources Code.

TRA reserves the right to revise this SOW and corresponding budget estimate if there are changes to the presumptions above.

## 2.3 TENTATIVE SCHEDULE

This section presents the tentative schedule for completion of the proposed EIR. TRA reserves the right to revise the project schedule based on the current status of the project and the information necessary to complete a legally adequate CEQA document for the District.

### 2.3.1 TENTATIVE EIR SCHEDULE

Table 2 presents the tentative schedule for preparation of an EIR for the potential school project on McCandless Drive. TRA acknowledges the CEQA review of the M-A High School Campus Master Plan is time sensitive and would work with the District to complete CEQA review of the plan as quickly as possible.

<b>Table 2 Tentative EIR Schedule</b>			
<b>Task</b>	<b>Start Date</b>	<b>Duration (Weekdays)<sup>(A)</sup></b>	<b>End Date</b>
<i>Notice to Proceed</i>			<b><i>10/08/14</i></b>
Task 1: Initiate Project / Kick-Off Meeting	10/09/14	7	10/17/14
Task 2: Prepare Project Description	10/17/14	21	11/14/14
Task 3: Prepare Admin Draft IS <sup>(B)</sup>	11/03/14	23	12/03/14
<i>SUHSD Review of Draft IS</i>	<i>12/04/14</i>	<i>5</i>	<i>12/10/14</i>
Task 4: Finalize IS and Publish NOP	12/11/14	4	12/16/14
<i>30-Day Public Review Period</i>	<i>12/17/15</i>	<i>30*</i>	<i>01/15/15</i>
<i>Public Scoping Meeting</i>	<i>01/06/15</i>	<i>1</i>	<i>01/06/15</i>
Task 5: Prepare Admin Draft EIR	11/10/14	60	01/30/15
<i>SUHSD Review of Draft EIR</i>	<i>02/02/15</i>	<i>10</i>	<i>02/13/15</i>

Table 2 Tentative EIR Schedule			
Task	Start Date	Duration (Weekdays) <sup>(A)</sup>	End Date
Task 6: Prepare Screen Check Draft EIR	02/16/15	8	02/25/15
<i>SUHSD Review of SC Draft EIR</i>	02/26/15	5	03/04/15
Prepare Public Draft EIR	03/05/15	4	03/10/15
<i>45-Day Public Review Period</i>	03/11/15	45*	04/24/15
<i>Draft EIR Public Meeting</i>	04/08/15	1	04/08/15
Task 7: Prepare Admin Final EIR	04/01/15	27	05/08/15
<i>SUHSD Review of Admin FEIR</i>	05/11/15	5	05/15/15
Prepare Screen Check Final EIR	05/18/15	4	05/21/15
<i>SUHSD Review of SC Draft EIR</i>	05/22/15	5	05/28/15
Prepare Public Final EIR	05/29/15	4	06/03/15
<i>10-Day Agency Review Period</i>	06/04/15	10*	06/13/15
Board Hearing to Adopt EIR	06/24/15	1	<b>06/24/15</b>
File Notice of Determination	06/25/15	1	06/25/15
<i>30-Day Statute of Limitations</i>	06/25/15	30*	<b>07/25/15</b>
Task 8: Prepare MMRP	05/04/15	5	05/08/15
Table Notes: (A) Task duration is presented in total weekdays, inclusive of holidays, with the exception of certain mandated review periods, which are based on calendar days and denoted with an asterisk (*). (B) Traffic counts would tentatively occur during this time period.			

The above schedule assumes an IS would “focus” the EIR to an analysis of effects determined to be significant. The schedule also assumes that substantial, conceptual scope and design information would be available at the time the notice to proceed is given. The schedule would lengthen if we are waiting for information from other District consultants. Several factors which are outside of TRA’s and/or the District’s control may delay the tentative schedule listed above. These include:

- Development of the Draft Master Plan – The IS and EIR must be based on an adequate Master Plan for the M-A High School campus. While the District may prepare both the Master Plan and the EIR concurrently, changes to the Master Plan after preparation of the EIR has commenced, or after it has gone out for public review, may require changes to the EIR that could lengthen the overall project schedule.
- Local Agency Coordination and Review – The schedule presented above assumes minimal coordination with regulatory agencies. Certain projects may require coordination with and/or permits from responsible or other trustee agencies, such as the Town of Atherton or the Regional Water Quality Control Board, etc. Although these agencies’ respective approvals and permits will be issued after the District’s CEQA review is complete, additional time may be needed to ensure the CEQA document addresses these agencies’ concerns.

## 2.4 BUDGET ESTIMATE

Table 3 below presents the estimated budget for M-A High School Campus Master Plan EIR. This estimate reflects the information TRA and its team had at the time this proposal was prepared, and provides a realistic estimate of costs associated with the CEQA review of the project.

<b>Table 3 CEQA Budget Estimate for M-A High School Campus Master Plan</b>	
<b>Task</b>	<b>Budget</b>
1 – Initiate Project / Kick-off Meeting	\$2,820
2 – Prepare Project Description	\$8,700
3 – Prepare Draft IS	\$30,265
4 – Finalize IS and Publish NOP	\$4,460
5 – Prepare Administrative Draft EIR	\$38,620
6 – Prepare Public Draft EIR	\$11,770
7 – Respond to Comments on Draft EIR and Prepare Final EIR	\$16,250
8 – Prepare Mitigation Monitoring and Reporting Program	\$1,880
9 – Meetings / Coordination / Project Management	\$13,600
<i>Staff Labor Subtotal</i>	<i>\$128,365</i>
<b>Expenses (no mark-up)</b>	<b>Budget</b>
Mileage	\$188
CNDDDB Records Search	\$100
Cultural Resources Records Search	\$175
Noise Meters	\$200
Document Printing <sup>(See Table Note A)</sup>	\$4,950
Transportation Impact Analysis (no mark-up) <sup>(See Table Note B)</sup>	\$43,500
<i>Expenses Subtotal</i>	<i>\$49,113</i>
<b>Contingency</b>	<b>Budget</b>
<i>Contingency (10% of Total Labor and Expenses)</i>	<i>\$17,748</i>
<b>TOTAL BUDGET ESTIMATE</b>	
<b>Total Budget Estimate, without contingency</b>	<b>\$177,478</b>
<b>Total Budget Estimate, with contingency</b>	<b>\$195,225</b>
<p>Table Notes: (A) Estimate assumes Administrative Draft documents will be provided in electronic copy only; estimate is based on printing 20 copies of Draft and Final EIR. Final printing costs will be based on the document size, number of color graphics, binding, and the number of copies requested for printing and may be higher or lower than estimated.</p> <p>(B) Estimate is based on TRA's professional experience. Actual costs to prepare the traffic impact analysis may be higher or lower.</p>	

TRA notes the budget estimate includes a contingency to account for the fact that the M-A High School Campus Master Plan is still being prepared and thus it is not possible to foresee the full scope of the plan, its impacts, and specifically the level of effort necessary to complete an adequate traffic impact analysis at this time. We request and recommend the SUHSD approve the proposed budget with the contingency to reduce or avoid the need for future budget amendments resulting from TIA costs higher than estimated or unanticipated issues.

TRA also notes the budget estimate in Table 3 does not include CEQA filing fees required pursuant to California Fish and Game Code Section 711.4(a). Effective January 1, 2015, the

filing fees will be \$3,069.75 for an EIR. The San Mateo County Clerk may also charge a handling fee (typically \$50). The SUHSD would need to provide a check for these fees at the time the NOD is filed for the project. Since the site was recently developed and contains few biological resources, TRA would work with the SUHSD to attempt to waive the CDFG filing fees, which may be allowed if the project will clearly have no effect on fish and wildlife.

#### **2.4.1 FACTORS THAT MAY TRIGGER A BUDGET AMENDMENT**

The budget estimate presented in Table 3 is based on TRA's current understanding of the project and reflect TRA's best professional estimate of the costs necessary to provide the CEQA services described in Section 2.2; however, certain factors may trigger an increase costs associated with this SOW, including:

- **Meetings, Site Visits, and Hearings:** The cost estimate assumes attendance by the following TRA team staff at meetings at District headquarters and/or the M-A campus:
  - Chris Dugan, TRA: Up to three meetings with the SUHSD project team (to develop the project) and up to three board hearings/public meetings (to present CEQA documents and findings to the Board and/or the public)

Attendance at additional meetings would be subject to additional compensation.

- **Expense Estimates:** The cost estimate is based on estimated mileage for meetings and site visits, fees for database searches (e.g., CNDDB), costs to print and mail public draft CEQA documents (e.g., NOP, IS, EIR), and costs for a traffic impact analyses to be conducted by a qualified firm. All expenses are estimates based on typical document printing costs; actual expenses may exceed or be less than the amounts shown, depending on the actual printing costs, the scope of the traffic impact analyses, etc. TRA would receive written approval from the District before incurring expenses above the estimate contained in this SOW.
- **Administrative and Screen Check Drafts:** The cost estimate assumes there will be only one round of administrative and screen check review by the SUHSD team prior to formatting, printing, and/or distribution of final project documents. If more administrative or screen check drafts are required, or if changes are made to documents after notice to proceed with final document preparation, the cost of additional time and materials will be subject to negotiation with the SUHSD.
- **Changes in the Project:** Substantial changes in the design, construction, or operation of the project are made after TRA has begun preparing the IS and/or EIR, and which require new or substantially modified analyses beyond that described in this SOW, would be subject to additional compensation and an amendment to the SOW and cost estimate.
- **Agency / Public Scoping Issues:** The SOW presumes certain topics will not be addressed in an EIR (see description under Task 3); however, TRA may determine following the site visit, upon receipt of additional information, or in response to NOP comments that one or more of the following topics presumed to be "dismissed" from the EIR should instead be analyzed in detail in the EIR, which may require a budget amendment.
- **Responses to Comment on the Public Draft EIR:** The cost estimate assumes 68 hours of total TRA staff time to compile, provide a unique ID, and respond to comments received on the Public Draft EIR. If substantial comments are received on the project

CEQA document, the cost of additional TRA staff time and materials will be subject to negotiation with the SUHSD.

## **2.4.2 CURRENT FEE SCHEDULE FOR TRA ENVIRONMENTAL SCIENCES**

### **TRA ENVIRONMENTAL SCIENCES, INC. BILLING RATES – 2014**

Unless specified otherwise by prior agreement, invoices would be submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1 1/2% per month.

#### **STAFF BILLING RATES (includes all overhead)**

CATEGORY	\$/HR
Principal	200
Senior Project Manager II	160
Senior Project Manager I	140
Project Manager II	120
Project Manager I	110
Senior Biologist II/Senior Analyst II	140
Senior Biologist I/Senior Analyst I	125
Biologist III/Analyst III	110
Biologist II/Analyst II	90
Biologist I/Analyst I	75
GIS Analyst	110
CAD/GIS/Graphic Specialist	90
Support Staff	75
Field Crew	40

#### **EXPENSES**

CATEGORY	BASIS
Commercial travel	cost
Automobile travel	current IRS rate + \$0.10/mile
Lodging/Meals	cost
Photocopy (A and B sizes)	\$0.10/image
Color copies	\$0.50/image
CNDDDB search	\$100 (one time fee)
Commercial report reproduction	cost
Noise meter setup	\$50/unit/day
Subcontractors	cost
Other (lab, aerial photos, etc.)	cost

Rates subject to revision effective January 1 of each year.



## **PART 3 - PROJECT EXPERIENCE, REFERENCES, AND STAFFING**

### **3.1 PROJECTS COMPLETED IN THE LAST FIVE YEARS**

As summarized in Table 1, TRA's work experience encompasses many types of school and school-related projects. This dynamic range of experience makes us well-qualified to provide the CEQA consulting services sought by the SUHSD. The five projects listed below exemplify our competence and qualifications to provide the services sought by the SUHSD. References are provided for each project.

#### **1) Sequoia Union High School District Alternative School Campus Expansion Project Redwood City, San Mateo County (2010 and 2013)**

TRA prepared two separate IS/MNDs for two different projects at the same site. In 2010, TRA prepared the IS/MND the initial development of a two-story high school campus, designed to serve 250 students and 25 faculty and staff. The campus consisted of two, two-story modular classroom buildings totaling 21,150 square feet, and a one-and-a-half story modular multipurpose building (maximum occupancy of 478). In 2013, TRA prepared an IS/MND for expansion of the campus consisting of the addition of 12 classrooms and 150 students, plus an athletic courts. Both the initial development and proposed expansion was located next to residences, and the site had a moderate potential to contain cultural resources. Thus, the key project issues included aesthetics, cultural resources, noise, and traffic. TRA assessed the impacts of the new building's aesthetics, including light and glare, on the surrounding community, and estimated the projects noise impacts, including construction vibration. Construction vibration was found to be potentially significant at adjacent residences; as mitigation, TRA worked with the SUHSD and its construction contractor to include vibration monitoring to ensure ground-borne vibration levels did not exceed performance thresholds. TRA also worked with the SUHSD and a traffic sub-consultant to identify mitigation measures to ensure project traffic would not deteriorate intersection level-of-service- to unacceptable standards, including the use of school busing and alternative start times. The site was also previously used for farming, and the soils contained organochlorine pesticides and metals that exceeded residential (unrestricted land use) California Human Health Screening Levels (CHHSLs). The SUHSD prepared a Remedial Action Workplan (RAW) that was reviewed and approved by the DTSC; TRA incorporated the RAW and other DTSC-approved requirements for mitigating the release of hazardous materials into the environment into the project IS/MNDs.



**Lead Agency/Client:** *Sequoia Union High School District*

**Project Reference:** *Louise Pacheco, Construction Project Manager  
480 James Avenue, Redwood City, CA 94062  
(650) 369-1411, ex 22358, lpacheco@seq.org; or  
Enrique Navas, Assistant Superintendent - Administrative Services  
(650) 369-1411 ex 22218, enavas@seq.org*

**TRA Key Personnel:** *Christopher Dugan, Christina Lau, Sarah Daniels*

## **2) Sequoia Union High School District Transportation & Maintenance Facility Project Redwood City, San Mateo County (2011 and 2013)**

TRA prepared two separate IS/MNDs for two projects on the same site. In 2011, the SUHSD acquired an industrial parcel of land with the intent of developing it as a bus storage yard. This project included the analysis of a lot merge, and improvement of two parcels of land to construct and install temporary bus dispatch and parking facilities. The project site was contaminated from past uses and the SUHSD was required to prepare and implement a remediation plan approved by the Regional Water Quality



Control Board. Because the project was not a classroom facility it was subject to local land use ordinances, plans and permitting requirements. In 2013, the SUHSD proposed to construct and install an approximately 6,500-square foot permanent transportation and maintenance building, a 10,000 gallon aboveground gasoline storage tank, and compressed natural gas fuel dispensing equipment, a bus wash with canopy, and associated utility improvements in and adjacent to its existing Bus Yard operations. For both Initial Studies, TRA coordinated with the City of Redwood City (a CEQA responsible agency for the project) on user permit procedure and traffic mitigation, provided all CEQA notices, and prepared the IS/MND for each project that included best management practices and mitigation measure to avoid or reduce significant project impacts, including preparation of a Site Management Plan to address RWQCB issues.

*Lead Agency/Client:* Sequoia Union High School District

*Project Reference:* Louise Pacheco, Construction Project Manager

480 James Avenue, Redwood City, CA 94062

(650) 369-1411, ex 22358, [lpacheco@seq.org](mailto:lpacheco@seq.org); or

Enrique Navas, Assistant Superintendent - Administrative Services

(650) 369-1411 ex 22218, [enavas@seq.org](mailto:enavas@seq.org)

*TRA Key Personnel:* Christopher Dugan, Christina Lau, and Megan Kalyankar

## **3) Sequoia Union High School District Carlmont High School Usher Field Lights Project Belmont / San Carlos, CA (2012)**



The SUHSD proposed to install permanent field lights, a permanent field public address (PA) system, a new 456-seat bleacher seating system, associated utilities, and a parking lot at its Carlmont High School campus. The campus is located within the City of Belmont, however, sensitive residential receptors located immediately adjacent to the campus are located within the City of San Carlos, posing unique

CEQA challenges regarding noise and traffic effect jurisdiction and significance thresholds (TRA applied a project-specific noise significance threshold for the project). TRA participated in scoping meetings which indicated the public's issues of concern were the project's potential

aesthetic, public safety, noise, and traffic effects; the meetings were contentious and the project faced vocal and concerted opposition from adjacent residents. TRA provided all CEQA noticing and documentation for the project including a response to comment package for the SUHSD Board which responded to more than 120 comments received on the IS/MND, including comments from a law firm retained by adjacent residential receptors. TRA coordinated with legal counsel specializing in land use law to respond to comments asserting the SUHSD could not exempt itself from local zoning and general plan requirements because the project constituted a “non-classroom” facility under California Government Code Section 53094. TRA successfully avoided re-circulation of the IS/MND by: 1) encouraging the SUHSD to hold follow-up meetings with commenters; 2) replacing mitigation measures with equal or more effective measures in response to the comments received on the IS/MND; and 3) clarifying the IS/MND’s analysis to highlight the substantial evidence that indicated the project would not have significant aesthetic, public services, noise, traffic, or cumulative impacts. Project mitigation included development of a site-specific security plan for evening events, restrictions on the amount of evening field activities, lighting level controls, PA system volume controls, and post-event traffic control measures. TRA prepared the Mitigation Monitoring and Reporting Program (MMRP) for the project and assisted the District with its MMRP responsibilities by surveying for nesting birds and monitoring noise levels associated with new PA system.

*Lead Agency/Client: Sequoia Union High School District*

*Project Reference: Louise Pacheco, Construction Project Manager*

*480 James Avenue, Redwood City, CA 94062*

*(650) 369-1411, ex 22358, lpacheco@seq.org; or*

*Enrique Navas, Assistant Superintendent - Administrative Services*

*(650) 369-1411 ex 22218, enavas@seq.org*

*TRA Key Personnel: Christopher Dugan, Christina Lau, and Megan Kalyankar*

#### **4) ACE Charter School Mayfair Campus Project San Jose, CA 2011**

The ACE Charter School proposed to develop a new middle school campus at 625 South Sunset Avenue on a 1.94 acre site adjacent to Cesar Chavez Elementary School in the Mayfield neighborhood of San Jose, in Santa Clara County. The project consisted of the construction and operation of a school campus consisting of approximately 22,080 square feet (sq. ft.) of building space in 18 classrooms, an administrative building, and associated parking. There were also plans to build a multipurpose room in the future, contingent on a capital campaign to commence in 2012. All of the buildings, except the future multipurpose building, were to be prefabricated modular buildings.



TRA prepared an Initial Study/Mitigated Negative Declaration on the proposed project. Issues associated with the new school included possible exposure of students to toxic air contaminants and PM 2.5 because of proximity to Highway 680, reduction of ambient noise levels to meet interior noise guidelines, implementation of construction Best Management Practices for dust, noise, and storm water runoff. Although traffic impacts were determined to be less than



significant, community concern and City comment focused on the impact of school traffic on the surrounding residential streets.

*Lead Agency/Client:* ACE Charter School

*Project Reference:* Greg Lippman, Executive Director, ACE Charter School  
(408) 677-1546, glippman@acecharter.org

*TRA Staff:* Barbara Beard, Christina Lau, Christopher Dugan

### **5) Maple Street Replacement Facility [San Mateo County Jail] Project Redwood City, CA (2010)**

TRA prepared an IS/MND for the Maple Street Replacement Facility for the San Mateo County Sheriff's Office. The proposed project consisted of constructing a new 270,000 sq. ft., 768-bed correctional facility and surface parking for 164 vehicles. The project would replace three existing correctional facilities in Redwood City, CA and would alleviate overcrowding conditions throughout the County jail system. Project construction would require the deconstruction or demolition of existing light industrial buildings on the project site, site preparation and building construction, and utility improvements. Project impacts included sea level rise, visual character of the new jail facility, public safety, construction air emissions, exposure of inmates to toxic air contaminants and PM 2.5 because of proximity to Highway 101, and construction of a facility for human habitation on a site with groundwater contamination and under a Remedial Action Plan issued by the Department of Toxic Substance Control. TRA prepared the IS/MND under an extremely aggressive schedule, delivering a public review document in less than six weeks from starting the project.

*Lead Agency/Client:* San Mateo County Sheriff's Office

*Project Reference:* Jim Eggemeyer, Director, San Mateo County Planning and Building Dept.  
(650) 363-4161, JEggemeyer@co.sanmateo.ca.us

*TRA Staff:* Barbara Beard, Christopher Dugan

## **3.2 PERSONNEL AND STAFFING**

This section summarizes the key senior staff and staff level personnel that TRA anticipates would provide CEQA consulting services to the District. This section also presents the key cultural resources and traffic subcontractors that would assist TRA with the CEQA review of the proposed project.

### **3.2.1 TRA ENVIRONMENTAL SCIENCES**

TRA would assign the following key staff to advise the District on CEQA compliance and prepare CEQA documentation:

**Paula Hartman, Esq., President**, is a natural resources specialist and a member of the State Bar of California. As President of TRA, she works closely with clients, TRA staff, local government, and agencies to ensure timely production of documents that thoroughly evaluate projects and provide workable mitigation strategies. Ms. Hartman would be a resource to the District and TRA staff by assisting with development of problem solving solutions, providing advice relevant to the CEQA process, and ensuring TRA CEQA documents are consistent with CEQA and the CEQA Guidelines.

**Barbara Beard, Director of Environmental Analysis**, has 20 years of experience managing and preparing CEQA documents for TRA. She has worked on a wide variety of public infrastructure projects. Most recently, she was Senior Project Manager for the ACE Charter

School IS/MND. She has prepared CEQA analyses for multiple school projects and is familiar with the suite of issues that arise from school projects. Ms. Beard would be the overall Senior Project Manager for the project, providing senior level over-sight, direction, and administration and quality control for the project to the day-to-day project manager for the project (Chris Dugan).

**Chris Dugan, Senior Project Manager**, will be the day-to-day Project Manager for the project. He would direct the work of TRA staff, interface with District staff (and inter-disciplinary team, as necessary), and be responsible for quality control and public representation. Mr. Dugan would also be responsible for identifying and managing the work of subcontractors needed to prepare adequate environmental documentation. Mr. Dugan has over 10 years of experience managing environmental documentation for CEQA and other regulations. Most recently, Mr. Dugan has been the Senior Project Manager responsible for supporting the Sequoia Union High School District's CEQA compliance for classroom and non-classroom facilities. Mr. Dugan was also a major contributor to the ACE Charter School Mayfair Campus Project IS/MND. He specializes in air quality and noise impact analysis, including relevant safety factors per CDE school siting guidelines, such as proximity to hazardous air emissions and health risks from facilities within one-quarter mile of a school site and noise levels resulting from railroads and vehicle traffic.

**Christina Lau, Senior Analyst I**, has over ten years of experience in the preparation of CEQA and NEPA environmental analysis. At TRA, she has been a lead author or major contributor to a variety of public facility projects involving parks and recreation, water reclamation, utility infrastructure and several school projects. Ms. Lau has prepared major portions of the following school projects: the ACE Charter School IS/MND to construct a new Charter School (middle school) in San Jose; and several SUHSD IS/MNDs including the Carlmont High School Usher Field Lights, Menlo Atherton Stadium Lights, Bus Yard, 4th/5th Street Alternative School, and Green Street Adult School Annex projects. She specializes in aesthetic, land use, traffic, and utilities and service systems impact analysis.

Should the project require a biological assessment or permitting, **Tay Peterson**, Director of Biological Analysis would direct all work done by TRA biologists. Ms. Peterson would direct TRA biologists in the preparation of work products, permit applications, and agency coordination / consultations.

Resumes for Ms. Hartman, Ms. Beard, Mr. Dugan, Ms. Lau, and Ms. Peterson are presented in Appendix A. For full resumes of TRA staff, please visit our website at [www.traenviro.com](http://www.traenviro.com).

### **3.2.2 SUBCONTRACTOR ROLES**

TRA staff has proven expertise in the District's requested scope of work. Certain CEQA resource disciplines, however, require investigation by certified professionals and expert specialists. TRA would work with the District to identify and sub-contract with a qualified, expert traffic impact analysis firm.

### **3.3 ABILITY TO PERFORM AND MANAGE WORK**

This section addresses TRA's ability to perform and manage work performed under contract to the SUHSD.

#### **3.3.1 MEETING TIME AND BUDGET SCHEDULES**

TRA has been successful in the highly competitive environmental consulting profession for over 40 years. We have completed environmental impact analyses on complex projects with

demanding schedules that required attentive project management, coordination, and communication with the project team and active client support throughout the environmental review process. TRA staff is capable of producing large work products with accuracy and cost effectiveness. Our experienced senior staff is actively involved in all aspects and phases of a project to ensure the quality of work products and to ensure our documents are on schedule and within budget.

TRA employs several strategies in project management to ensure we fulfill our contract requirements to the best of our ability. Our strategy starts with assigning the right personnel to the project team. TRA has a number of very experienced senior project managers who can be assigned to a particular project based on the needs of the project and staff availability. Once a project is underway, TRA implements procedures to ensure close monitoring of the budget and management and oversight of work products. We are highly responsive to our client's needs and work hard to deliver work products on-time and within budget. Our process enables TRA to deliver a high quality work product, guide each project through the appropriate environmental analysis and public review process (e.g., scoping meetings) required by CEQA, NEPA, or other permit acquisition process, and respond to public or agency comments received in writing or during public hearings on the project.

Upon a client's notice of a pending project, TRA identifies and assigns the senior project manager that is most experienced with the project's specific issues and areas of potential concern or controversy. The senior project manager would review available project materials and prepare a scope of work for the project with tasks, timelines, and a budget that are appropriate, reasonable and, most importantly, based on the senior project manager's actual experience and familiarity with similar projects. The senior project manager identifies any in-house specialists or sub-consultants necessary to ensure our work products are technically accurate, and coordinates with the client to ensure the scope of work meets the client's goals and expectations for the project.

Once a scope of work is approved, the senior project manager regularly tracks and reports work progress to the client, including budget and schedule status. Maintaining clear and regular communication with the client and project team is an essential component of any successful endeavor and helps to identify potential issues at the earliest possible time so that they may be resolved by the project team in a timely and cost-efficient manner. Senior project managers use their considerable experience to assist in problem solving when problems arise during a project. As a small business, TRA is able to respond with speed and flexibility when unforeseen events modify project components, timelines, or consultant roles and responsibilities.

TRA's senior project managers direct staff and subconsultants towards the successful completion of the agreed-upon scope of work. The senior project manager regularly meets with staff to review section outlines, data needs, preliminary significance findings, etc., to monitor progress, and to ensure the work effort and written analyses are correctly focused. The senior project manager also regularly coordinates with any sub-consultants included in the scope of work to ensure sub-consultant reports and work products are consistent with the project description and other environmental analyses. Once a draft of the work product is completed it is sent to another TRA senior project manager not involved with the project to conduct a peer-review of the work product.

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**TRA Environmental Sciences Proposal and Qualifications**  
for CEQA Consulting Services  
Menlo-Atherton High School Campus Master Plan

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**Appendix A Resumes**

- TRA Environmental Sciences



## TRA Resumes

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### **PAULA HARTMAN, ESQ.**

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President/Senior Project Manager II

Ms. Hartman is a natural resources specialist and also a trained environmental lawyer, with over 20 years of experience as a resources planner, biologist, and attorney. Her skills apply broadly to natural resources planning, environmental impact documentation, permitting, and biological resource assessment. As President of TRA, she works closely with clients, TRA staff, local government, and agencies to ensure timely production of documents that thoroughly evaluate projects and provide workable mitigation strategies.

Ms. Hartman utilizes her multi-disciplinary education and experience to coordinate and complete complex projects. Her specialty is the biological aspect of regulatory compliance, which she applies to NEPA and CEQA documentation, endangered species consultations, habitat conservation plans, mitigation and monitoring plans, and resolving issues between clients and agencies. Her work has focused on preparing and managing ISs, EIRs, and HCPs as well as coastal development permitting and compliance and drafting and implementing regulations. She has also contributed extensively to natural environmental studies for Caltrans, preparation and review of NEPA documents, and consultation under section 106 of the Natural Historic Preservation Act.

### **Selected Projects**

- Managing preparation of the Oceano Dunes District HCP and the associated EIS/EIR for California State Parks. Assists with extensive public outreach, permit compliance, and coordination with California Coastal Commission staff.
- Program manager for regulatory assistance to California State Parks. Work includes preparing EIRs, ISs and other CEQA support, grant program environmental review, development of regulations, HCP development support, and permitting assistance.
- Assisted with the Placer County Conservation Plan, an HCP/NCCP. The current planning phase covers almost 270,000 acres in western Placer County.
- Assisted the Santa Clara Valley Water District with finalizing its Stream Maintenance Program. The project involved preparing an EIR and detailed Best Management Practices and formulating methodology to assess impacts from bank protection measures.
- Worked on a programmatic EIR for the Midpeninsula Regional Open Space District for expansion of the District's Boundary and Sphere of Influence into 140,000 acres of unincorporated western San Mateo County. The large, undeveloped nature of the area raised a range of resource issues and required extensive coastal community outreach.
- Other projects have included EIRs for the Terman Middle School Reopening and Serramonte Condominiums and Hotel Projects, environmental documentation for a watershed planning study/flood control project and highway improvement projects in Santa Clara County, and a draft HCP for a 575-acre residential golf project in San Jose.

## **Educational Background**

University of California, Davis, School of Law  
Juris Doctor  
Member, State Bar of California

California State University, Humboldt  
Bachelor of Science, Natural Resources Planning and Interpretation



## **BARBARA BEARD**

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Director of Environmental Analysis/Senior Project Manager II

Ms. Beard is a TRA Senior Project Manager and Senior Analyst with over 20 years of experience in preparing documentation pursuant to NEPA and CEQA. As a Senior Project Manager she has directed the preparation of CEQA documents on a wide variety of projects including those for landfills and waste processing facilities, pipelines, linear recreational trails, concrete and asphalt recycling facilities, schools, a new county jail and other municipal infrastructure projects in San Mateo and Santa Clara Counties. She is skilled in working with clients and lead agencies to determine the scope and content of environmental analysis documents and guiding complex and controversial projects through the CEQA process. She provides technical expertise on a variety of work products, including constraints analyses, Initial Studies, EAs, EIRs/EISs.

In her capacity as the Director of Environmental Analysis at TRA, Ms. Beard directs staff in the technical analysis and preparation of environmental documents, provides quality control over environmental impact analysis work products, assigns staff to projects based on the required expertise needed for the project, and maintains contact with the client, project engineers, and the lead agency.

### **Selected Projects**

- Senior Project Manager for the California Water Tank and Pump Station project IS/MND in Redwood City. Project involves the construction of a 0.75 million gallon water tank, a new pump station and over 2,000 feet of new water line. Project issues included aesthetic impacts to surrounding residences, construction in hillside setting, grading in asbestos containing soils and loss of oak trees.
- Senior Project Manager for the Edgewood Canyon Subdivision Supplemental EIR for San Mateo County (2010 – 2011). Project involves 18,800 cubic yards of cut and importation of 50,885 cubic yards of fill creating geotechnical and visual impact concerns and inconsistency with San Mateo County Design Review Guidelines.
- Senior Project Manager for the 3240 Scott Boulevard Restaurant Conditional Use Permit IS/ND in the City of Santa Clara 2011-2012.
- Senior Project Manager for the Habitat for Humanity Environmental Assessment for a seven-unit subdivision in the City of Santa Clara (2012).
- Senior Project Manager for two Sequoia Union High School District projects; Carlmont High School Usher Field Lights IS/MND in Belmont (2012) and the Transportation and Maintenance Facility Project IS/MND in Redwood (2012).
- Senior Project Manager for the ACE Charter School IS/MND (2011). Project consisted of the construction of a new 473-student charter school serving middle school aged children in San Jose, California. Issues associated with this project included neighborhood traffic impacts and air quality impacts to the students from nearby highway traffic.
- Senior Project Manager for the Maple Street Replacement Facility IS/MND for the San Mateo County Sheriff's Office (2010). Project involves relocating the existing correctional

housing from several existing locations to a new 768-bed facility located in an industrial area of Redwood City. Environmental issues related to this project included constructing and operating a jail on a site with soil and groundwater contamination, inmate exposure to toxic air contaminants for a nearby highway, construction air emissions, inundation from sea level rise, and interior noise levels.

- Senior Project Manager for the North Coast County Water District Water Transmission Pipeline IS/MND (2008 to present). Project assessed impacts of constructing a water pipeline to serve the Devil's Slide Tunnels constructed by Caltrans on the San Mateo County coast. TRA also prepared a Biological Assessment in support of the Biological Opinion amendment through the U.S. Fish and Wildlife Service and provided permitting assistance to obtain permits from the California Department of Fish and Game and Regional Water Quality Control Board. Potential environmental impacts associated with this project included potential take of the California red-legged frog and avoidance of impacts to wetlands and riparian habitats.
- Project Manager for the Concrete and Asphalt Recycling Facility Project IS/MND in the City of Half Moon Bay (2007). Environmental impacts associated with this project included air and noise impacts to an adjacent mobile home park, land use conflicts between proposed operation and adjacent land uses, and overall design and operation of the facility to ensure conformance with waste handling regulations and to prevent operational impacts.
- Prepared sections of the Harmony@1/Roberts Road Subdivision EIR for the City of Pacifica. The project consists of Planned Development on two parcels comprising 65 acres. The primary issues of concern addressed in the EIR are visual impacts on coastal views, loss of heritage trees, presence of special-status species, and contributions to poor traffic conditions on Highway 1.
- Project Manager for the Guadalupe Landfill Materials Recovery Facility IS/MND.
- Project Manager for the constraints analysis and detailed Initial Study for the City of San Jose portion of the San Francisco Bay Trail. Directed the preparation of a constraint analysis designed to highlight potential environmental impacts so that the public and local, regional and federal agencies whose lands the trail would cross would be able to understand the details of the project and identify environmental conflicts. Directed the preparation of a comprehensive Initial Study on the project, once the trail route was developed. Contributing author on other trail projects including several reaches of the Stevens Creek Trail in the City of Cupertino, the reach of the Stevens Creek Trail in the City of Santa Clara, and a Class II bike lane project along San Juan Highway in San Benito County.
- Project Manager for an Addendum to the Fitzgerald Marine Reserve Master Plan EIR for San Mateo County and an IS/EA for a water pipeline project to serve the new Caltrans Devil's Slide tunnels just south of Pacifica.

## **Educational Background**

University of Michigan, Ann Arbor, MI

Bachelor of Science, Natural Resource Policy & Management

## **CHRISTOPHER DUGAN**

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### Senior Project Manager II/Senior Analyst II

Mr. Dugan has ten years experience planning, preparing, and managing environmental compliance documents required by local, state, and federal regulations, including the California Environmental Quality Act, the National Environmental Policy Act, the Clean Air Act, and the Occupational Safety and Health Act. He is skilled in consulting with federal, state, and local regulatory agencies and preparing the permit applications and other technical economic and environmental analyses necessary to obtain discretionary and/or regulatory approvals from these agencies. He has developed emissions inventories, obtained operating permits, and performed construction monitoring services for industrial and land use projects. Mr. Dugan supports TRA's Environmental Analysis Division and provides CEQA, NEPA, and other technical consulting services to its clients.

### **Selected Projects**

- Project Manager/Senior Analyst, Oceano Dunes SVRA Dust Control Project. Mr. Dugan is part of an inter-disciplinary team of geologists, air quality scientists, and recreation managers that are monitoring and evaluating the conditions that lead to dust generation at Oceano Dunes SVRA. Mr. Dugan is assisting with the analysis of air quality and meteorological data sets using excel, Lakes Software WRPLOT, and GIS software, the selection of PM10 monitoring sites, the implementation of dust control measures, and coordination with the local air district and state and federal wildlife agencies on project-related compliance and permitting requirements.
- Project Manager/Senior Analyst, Sequoia Union High School District projects. Mr. Dugan wrote the project descriptions for and directed TRA staff analyses of multiple projects, including CEQA exemptions for several school expansion projects and the preparation of two IS/MNDs for athletic field lighting projects that involved substantial local concerns over evening light and glare, noise, security, and traffic impacts. Mr. Dugan managed traffic and hazardous materials subcontractors, used URBEMIS to evaluate the projects' potential air quality effects, and conducted sound monitoring to evaluate the projects' potential noise effects. Mr. Dugan also prepared all CEQA noticing/State Clearinghouse materials and responses to comments, presented the projects to the District Board, and represented the District (the applicant) at local zoning administrator hearings.
- Senior Analyst and Mitigation Monitor, Montezuma II and Shiloh IV Wind Energy Projects. Mr. Dugan directed TRA staff in the peer-review of applicant reports and the preparation of the Agriculture and Forestry, Biological Resources (including avian and bat impacts), Geology, Soils, and Mineral Resources, Land Use, Noise, and Transportation (including radar interference impacts) chapters for two, combined 175-megawatt wind energy projects in Solano County, CA. Mr. Dugan also performed pre-construction plan check and biological, storm water, and other general construction mitigation monitoring for the projects and, as a consultant to the Solano County Technical Advisory Committee, reviews and provides comments on post-construction bird and bat mortality monitoring reports that consider if any projects or turbines are disproportionately resulting in bird mortality.

- Project Manager and Analyst, San Mateo County Replacement Jail Project IS/MND. Mr. Dugan coordinated with an inter-disciplinary team of real-estate acquisition specialists, architects, municipal planning and public works staff, and jail planning staff to fast track and prepare an IS/MND for a replacement jail project that would alleviate overcrowding in the local jail system. The project was located adjacent to US 101, on lands subject to existing contamination and land use covenants/deed restrictions that prohibited human habitation at the site. TRA coordinated with the project environmental assessor and the RWQCB to address all risks from site contamination, development, and occupation so that the existing deed restrictions could be modified to support the project. The IS/MND also included an assessment of potential health risks to inmates and employees from US 101 and an emergency diesel generator.
- CEQA/NEPA Air Quality Impact Assessment: Use of air quality models to quantify mass emissions estimates (e.g., URBEMIS, CALEEMOD, SCAQMD Roadway Construction Model, EMFAC2011, OFFROAD2007) for comparison to appropriate thresholds of significance. When necessary, use of dispersion models to quantify pollutant concentrations (e.g. SCREEN3, AERMOD, CALINE) for comparison to appropriate air quality standards and use in health risk estimates. Representative projects include: Waste Management's Guadalupe Landfill Waste to Energy Project IS/MND, ACE Charter School Project IS/MND, San Mateo County Sheriff's Office's Replacement Jail Project, Port of Stockton's U.S. Gypsum Wallboard Manufacturing Plant Supplemental EIR, Port of Stockton's Inland Cold Storage Plant Project EIR.
- CEQA/NEPA GHG Impact Assessment: Use of standard protocols (e.g., California Climate Action Registry) and regulations (e.g., US EPA and ARB GHG reporting regulations) and use of air quality models (e.g., CALEEMOD, BAAQMD BGM) to accurately categorize and quantify direct and indirect GHG emissions sources. Capacity to determine and apply an appropriate threshold of significance for GHG emissions and identify means or measures to reduce GHG emissions from stationary sources (e.g., variable speed motors, co-generation applications, renewable electricity use) and mobile sources (e.g. travel demand management measures). Representative projects include: Solano County's Montezuma II and Shiloh IV Wind Energy Project EIR, City of Santa Clara Scott Boulevard Restaurant Project IS/MND, California Department of Parks and Recreation's Over Snow Program EIR, U.S. Gypsum Wallboard Manufacturing Plant Supplemental EIR, Port of Stockton Community Fuels Biodiesel Plant Project Addendum to the West Complex EIR.

## **Educational Background**

Cook College, Rutgers University, New Jersey  
Bachelor of Science, Natural Resource Management

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**CHRISTINA LAU**

Project Manager II/Senior Analyst I

Ms. Lau joined TRA in 2005 and has over ten years experience writing and reviewing various types of CEQA and NEPA environmental documents. She has managed and written several CEQA and NEPA projects, ranging from categorical exemptions to EIS/EIRs, including managing the subconsultants that brought expertise to each project.

At TRA, she has been a lead author or major contributor to a variety of public facility projects involving parks and recreation, water reclamation, and natural resources. Ms. Lau also has previous experience in the preparation of joint NEPA/CEQA documents for transportation projects while working as an environmental planner for Caltrans.

**Selected Projects**

- Project manager for the California Water Tank and Pump Station IS/MND in Redwood City. Prepared a number of the impact analysis sections, prepared CEQA notices, and attended meetings.
- Project manager for the Guadalupe Landfill Gas Plant Relocation IS/MND. Daily management of the project, prepared a number of sections of impact analysis, coordinated with engineers and City staff.
- Project Manager for the Neary Tank Utilization Project IS/MND. Project involved the installation of 7200 feet of new or upgraded water mains and water tank improvements (seismic foundation upgrades and roof tank painting) in the Town of Los Altos Hills. Coordinated closely with the engineering firm to develop mitigation measures that would result in the avoidance of a known cultural resource site with human remains. Prepared CEQA document, all CEQA notices, managed the cultural resource subconsultant, and managed budget and schedule.
- Assisted with the Agriculture and Land Use chapters for the Montezuma II Wind Energy EIR (2011) and the Agriculture, Geology, and Transportation chapters for the Shiloh IV Wind Energy EIR (2012). The projects involved construction of wind turbines and associated facilities on 2500 acres in southern Solano County.
- Assisting with projects for California State Parks Off-highway Motor Vehicle Division including a Dust Control EIR for the Oceano Dunes District in San Luis Obispo County, IS/MNDs for grant funded projects, and the review of numerous OHV grant applications for compliance with CEQA.
- Assisted with management of the IS/MND for the installation of potable water pipelines to support the new Caltrans Devil's Slide tunnels for the City of Pacifica (2009).
- Managed the preparation of an IS/MND of a sewer installation and replacement within the City of Half Moon Bay and oversaw implementation of the Mitigation Monitoring and Reporting Plan (MMRP).

- Managed or assisted with the preparation of numerous school projects including two new charter schools, an adult school, school bus yards, and two stadium lighting projects in San Jose, Redwood City, Menlo Park and East Palo Alto (2006-2012).
- Project manager for the Stevens Creek Corridor Phase 2 IS/MND (2011) and major contributor to Stevens Creek Corridor Master Plan IS/MND (2006).
- Major contributor for an 11-acre subdivision IS/MND in Portola Valley (2011) and a 13-acre subdivision in unincorporated San Mateo County near Redwood City (2011).
- Project manager for an IS/MND for a jet fuel pipeline serving San Jose International Airport (2009).
- Assisted with permitting and mitigation implementation for the Barron Park Elementary School Storm Drain Reconstruction IS/MND.
- Principal Author of IS/NDs for California State Parks in San Luis Obispo County including the New Visitor Center and Vehicle Storage Facility at Pismo State Beach (April 2009), a recurring special event program at Oceano Dunes State Vehicle Recreation Area (SVRA)(August 2008), and the Oceano Dunes SVRA Fence Replacement Project (2006).
- Major contributor to North Coast County Water District's Water Recycling Storage Tank Project IS/MND (2007).
- Major contributor to Sanborn County Park Trails Master Plan IS/MND (2007).
- Previous experience at Caltrans as principal author for the IS/EA, ND/FONSI for the I-238 Widening Project (2004). This 80 million dollar project widened I-238 between I-580 and I-880 in San Leandro from four to six lanes. Provided review and oversight of several consultant written documents including the I-880/Mission Boulevard Interchange Reconstruction and I-880 Widening IS/EA, ND/ FONSI and the Isabel Avenue Construction IS/EA on I-580.

## **Educational Background**

University of the Pacific, California

Bachelor of Arts, Environmental Studies and Economics, Biology Minor

California State University, San Jose

Graduate study in Environmental Studies



## **TAYLOR PETERSON**

Director of Biological Analysis, Senior Project Manager II/Senior Biologist II

Since joining the firm in 1980, Ms. Peterson has applied her technical expertise to assess the impacts of a wide range of projects including habitat conservation plans, trail plans, sanitary landfills, materials recovery and transfer stations, quarries, commercial or housing development, wastewater treatment plant expansion, water well development, and high-voltage transmission line alignments. She has managed the preparation of CEQA and NEPA documents and has prepared the project description, as well as the analysis of impacts for several disciplines. She provides technical expertise on a variety of work products, including constraints analyses, biological assessments, wetland delineations, Initial Studies, EAs, EIRs/EISs, mitigation monitoring plans, natural environment studies, revegetation plans, and applications for US Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board permits.

In her capacity as the Director of Biological Analysis at TRA, Ms. Peterson directs staff in the technical analysis and preparation of environmental documents, provides quality control over all biological services work products, assigns staff to projects based on the required expertise needed for the project, and maintains contact with the client, project engineers, and the lead agency. Several of the projects that she has managed have been controversial in nature, and she has extensive experience in responding to public concerns and comment.

Ms. Peterson has a background in biology and has been a long-time observer of California's natural history. She is experienced in plant and animal identification, vegetation mapping, wetland delineation, mark/release/recapture work with butterflies, and in survey methods for several endangered species. She is familiar with special habitats such as vernal pools, serpentine grassland, bay wetlands, and riparian zones, and she is a trained wetland delineator. She has had much practice in the use and application of biological data sources such as the California Natural Diversity Database, the California Native Plant Society, and agency and local contacts.

### **Selected Projects**

- Senior Project Manager for the Stanford University HCP EIS. The project involved the implementation of a conservation program to protect five special-status species on Stanford's main campus: California tiger salamander, California red-legged frog, steelhead, San Francisco garter snake, and western pond turtle. The covered activities included the conservation program, ongoing operations and maintenance, and development of new housing and academic buildings over a 50 year permit term. The EIS was prepared for the U.S. Fish and Wildlife Service and the NOAA National Marine Fisheries Service as co-lead agencies.
- Senior Project Manager for seven technical documents and four permit applications for replacement of the Highway 1 bridge over San Pedro Creek and widening of the creek in Pacifica, California. The bridge required a Coastal Development Permit from the California Coastal Commission, Clean Water Act Sections 401 and 404 permits from the U.S. Army Corps of Engineers and Regional Water Quality Control Board, consultation with the NOAA National Marine Fisheries Service (steelhead) and U.S. Fish and Wildlife Service (California

red-legged frog), and a Lake and Streambed Alteration Agreement from California Department of Fish and Game. The City of Pacifica was a co-applicant with Caltrans, and all documents went through Caltrans review.

- Senior Project Manager for a delineation of wetlands and waters of the U.S. at the Corral Hollow State Vehicle Recreation Area and adjoining properties between Livermore and Tracy. The 5,033-acre study area contains numerous stock ponds and drainages, and supports California red-legged frog and California tiger salamander.
- Senior Project Manager for the Santa Clara Valley Water District's Pipeline Maintenance Program Supplemental EIR to address vegetation management activities.
- Senior Project Manager for biological studies related to the Santa Clara Valley Water District's Dam Instrumentation Project. The studies included protocol surveys for California red-legged frog and rare plant species.
- Senior Project Manager for the Biological Assessment and Wetland Delineation for the Hacienda Deep Gulch mercury remediation project. The Biological Assessment addresses steelhead and California red-legged frog.
- Contributing author of the HCP for San Bruno Mountain, in which she applied the principles of the Plan in order to develop the specific activities required for each administrative parcel on the mountain.
- Principal author of the Kirby Canyon Landfill Bay Checkerspot Butterfly Conservation Plan, and the Revegetation Plan for serpentine grassland at the project site. Oversees ongoing monitoring for California red-legged frog at the site.

### **Educational Background**

Stanford University, Stanford, CA  
Bachelor of Arts, Human Biology

### **Professional Training**

Trained Wetland Delineator, Wetland Training Institute, with supplemental courses on regulatory updates.





## **SUPERVISORS FEDERATION UNIT PROPOSALS FOR 2014 NEGOTIATIONS**

Article I-Recognition: Continue discussions regarding feasibility of seeking bargaining unit modification to combine Maintenance and Operations bargaining unit with the Office, Technical and Paraprofessional bargaining unit into a single bargaining unit. Subject first to approval by union membership (election to run concurrent with bargaining ratification election) and process as outlined in the EERA.

Article VI- Health and Welfare: District agrees to absorb cost of increases to health and welfare programs

Article VII-Leaves Sec. 5 Maternity and Parental Leave: In addition to all other leaves provided for in this article, unit members may take up to ten (10) consecutive days of sick leave for purposes relating to birth, adoption, or initiation of legal guardianship of a new child to a family. (Mirror the rest of the Certificated MOU clause for section)

Article VII-Leaves Sec. 7 -Bereavement Leave: Add Nephew and Niece to list of relatives for whom leave is permissible.

Article XII/Article III-Wages: District to provide a 6% general salary increase, effective July 1, 2014, or the percentage granted to the SDTA, whichever is greater.

Article XIV/Article XII- Holidays and Vacation Sec. 1 Paid Holidays: Add Cesar Chavez's Birthday as paid holiday

New: District to adjust the Transportation Supervisors salary upward to be comparable with surrounding agencies

New: District to adjust Supervisors salaries to reflect additional and more complex duties

New: District and Union to agree on Reclassification procedure with appeal provisions

**RESOLUTION NO. 1529**  
**SEQUOIA UNION HIGH SCHOOL DISTRICT**  
**BOARD OF TRUSTEES**

**RESOLUTION ON SUFFICIENCY OF TEXTBOOKS AND**  
**INSTRUCTIONAL MATERIALS**

\_\_\_\_\_

**WHEREAS**, the governing board of the Sequoia Union High School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on October 8, 2014 at 5:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and

**WHEREAS**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and

**WHEREAS**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and

**WHEREAS**, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and

**WHEREAS**, information provided at the public hearing and to the governing board at the public meeting detailed that insufficient textbooks or instructional materials were provided to pupils in the following subjects and grade levels at district schools:

- |                                     |                         |
|-------------------------------------|-------------------------|
| <u>Carlmont High School</u> –       | Sufficient in all areas |
| <u>Menlo-Atherton High School</u> – | Sufficient in all areas |
| <u>Sequoia High School</u> –        | Sufficient in all areas |
| <u>Redwood High School</u> –        | Sufficient in all areas |
| <u>Woodside High School</u> –       | Sufficient in all areas |

THEREFORE, IT IS RESOLVED that for the 2014-2015 school year, the Sequoia Union High School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum form work, and

PASSED, APPROVED AND ADOPTED this 8th day of October, 2014.

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**AYES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOES:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENCES:** \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Clerk to the Board of Trustees