

**Livermore Valley Joint Unified School District  
685 East Jack London Blvd.  
Livermore, CA 94551-1899**

**Livermore High School HVAC Upgrade (Bldgs. A&B)**

This Short Form Small Project Architectural Services (“**Agreement**”) is made as of February 2, 2022, between the Livermore Valley Joint Unified School District (“**District**”) and Harley Ellis Devereaux Corporation (HED), (“**Architect**”) (individually a “**Party**” and collectively the “**Parties**”).

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Architect shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (“**Services**” or “**Work**”).
2. **Term.** The Architect shall commence providing services under this Agreement on February 2, 2022, and will diligently perform as required or requested by District as applicable. The term of this Agreement shall expire upon the completion of Services under this Agreement or as may terminated pursuant to the terms of this Agreement. This Agreement may be extended upon mutual written agreement of the Parties to the extent permissible by law.
3. **Submittal of Documents.** The Architect shall not commence the Work under this Contract until the Architect has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u> Signed Agreement	<u>  X  </u> Iran Contracting Certification
<u>  X  </u> Insurance Certificates & Endorsements	<u>  X  </u> W-9 Form
<u>  N/A  </u> Bonds (as requested by District)	<u>  X  </u> Roofing Certification
<u>  X  </u> Workers' Compensation Certification	

4. **Compensation.** District agrees to pay the Architect for Services satisfactorily rendered pursuant to this Agreement for **a maximum not-to-exceed amount of two hundred eighteen thousand three hundred eighty-three dollars (\$218,383.00)**. District shall pay Architect the undisputed amounts in installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work.
5. **Expenses.** The compensation stated above is all inclusive with the exception of project plotting and reprographic costs as related to bidding and District requested sets. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect.
6. **Materials.** Architect shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Payment Schedule.** District shall pay Architect for all Services contracted for under this Agreement pursuant to the Payment Schedule attached hereto as **Exhibit “B.”**

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

- officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 13.2. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

**14. Mandatory Mediation for Claims.**

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

**15. Insurance.**

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

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

- 15.2. **Proof of Carriage of Insurance.** The Architect shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been

delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 15.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** This Agreement shall not be assigned by the Architect.

17. **Compliance with Laws.** Architect shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Architect shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Architect observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Architect shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Architect's receipt of a written termination notice from the District. If Architect performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Architect shall bear all costs arising therefrom.

18. **Permits/Licenses.** Architect and all Architect's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement, including without limitation Architect licensing.

19. **Safety and Security:** Architect is responsible for maintaining safety in the performance of this Agreement. Architect shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

20. **Employment with Public Agency.** Architect, if an employee of another public agency, agrees that Architect will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Architect agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Architect agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees.** The Architect shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Architect shall not permit any employee to have any contact with District pupils until such time as the Architect has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Architect's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors

regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Architect. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

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

**District**  
**Livermore Valley Joint Unified School District**  
685 East Jack London Blvd.  
Livermore, CA 94551-1899  
Attn: Kim McNeely, Bond Program Director  
Tel.: 925-960-2913  
E-mail: kmcneely@lvjUSD.org

**Architect**  
**Harley Ellis Devereaux Corporation (HED)**  
417 Montgomery St. , Suite 400  
San Francisco, CA 94104  
Attn: Erwin Lee, Principal  
Tel.: 415-981-2345  
E-mail: elee@HED.design

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

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

- 30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
- 31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

**Livermore Valley Joint Unified School District**

Date: \_\_\_\_\_, 20\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

**Harley Ellis Devereaux Corporation (HED)**

Date: \_\_\_\_\_, 20\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

**Information regarding Architect:**

Architect: \_\_\_\_\_  
 License No.: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Type of Business Entity:  
 \_\_\_ Individual                      \_\_\_ Sole Proprietorship  
 \_\_\_ Partnership                    \_\_\_ Limited Partnership  
 \_\_\_ Limited Liability Company  
 \_\_\_ Corporation, State: \_\_\_\_\_  
 \_\_\_ Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: \_\_\_\_\_

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

**EXHIBIT A**  
**Scope of Services**

The project for this Agreement includes the following:

Upgrade the HVAC system for Building A & B based on the conceptual scoping phase. We understand that the construction cost estimate is approximately \$1.5m.

Scope of work is listed below.

HED and consultants will prepare construction documents, plans and specifications, based on the approved HVAC concept for Buildings A & B. Other documents may be included in the proposed bid package including upgrade of the fire alarm system currently prepared under a separate agreement.

The general scope of services includes the design and documentation of the HVAC system/s, window replacement and/or reconfiguration, exterior painting, and miscellaneous architectural improvements related to the installation of the HVAC and window systems. And the following:

- Meet with district representatives to determine and review specific program and design specifications: once to review documents and once to coordinate review comments
- Construction meetings on a weekly basis or as mutually agreed, in person bi-weekly
- Coordinate with district's Lease-Lease-Back (LLB) entity remotely as required or in person if coordinated with another meeting
- Coordinate with CxA during commissioning
- Prepare construction documents, plans and specifications, for submittal to DSA
- Secure approval and permits from DSA
- Assist in the bidding and preparation of addenda as required
- Provide construction support services including responding to RFIs, issuing ASI's, reviewing submittals, SOV and progress payments, and prepare punch list with back punch
- Coordinate changes with DSA requiring CCD's or change documentation
- At project completion secure DSA compliance and certification

Consulting Engineers joining Architect on this project will include a Structural Engineer as required. Cost estimating shall be done by Architect, as requested.

Deliverables Documentation phase

- Architecture / Consultant drawing.
- Provide design development and construction documentation plans,
- Architectural Construction Documentation services.
- Bid assistance and construction administration services.
- This project shall be processed through plan check with the Division of the State Architect ("DSA").

**1. BASIS SERVICES**

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work.
- 1.3. Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.
- 1.4. If Architect determines that the information or documentation the District provides is insufficient for

purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.
- 1.6. **Oversight and Inspection Requirements**  
The Architect must comply with the most recent Division of the State Architect (DSA) inspection, approval and certification process for projects, including the provisions in the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process).

## 2. SCHEMATIC DESIGN PHASE

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

- 2.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. The scope of work list and work plan, subject to District approval, shall establish Architectural, Structural, Mechanical, Electrical, Civil Landscape, Specifications, Bid Documents Construction Budget, and Schedule work to be performed during the Schematic Design Phase, Design Development Phase, and Construction Documents 50% Stage of the Construction Document Phase. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 2.2. **Deliverables and Numbers of Copies.** Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:
  - 2.2.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;
  - 2.2.2. Two copies of meeting Reports/Minutes;
  - 2.2.3. Two copies of Schematic Design Package with alternatives;
  - 2.2.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;
  - 2.2.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 2.3. **Presentation**
  - 2.3.1. Architect shall present and review with the District the detailed Schematic Design.
  - 2.3.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 3. DESIGN DEVELOPMENT PHASE

The Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the requirements set forth in the scope of work list and work plan,



which includes Architectural, Structural, Mechanical, Electrical, Civil Landscape, Specifications, Bid Documents Construction Budget, and Schedule work to be Performed during the Design Development Phase

**3.1. Deliverables and Numbers of Copies**

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

**4. CONSTRUCTION DOCUMENTS PHASE**

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

**4.1. Construction Documents – 100% / Completion Set to be submitted and approved by DSA.**

**4.2. Construction Documents (CD) Final Back-Check Set (to the extent applicable)**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

**4.2.1. Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

**4.2.2.** The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

**4.2.2.1.** Drawings: Original drawings with each Architect/consultant's State license stamp.

**4.2.2.2.** Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

**4.2.2.3.** Architect will provide electronic copies of all documents and drawings

**4.2.3.** Architect shall update and refine the consultants' completed Construction Documents.

**5. BIDDING PHASE**

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

**5.1.** While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

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

**5.3.** Attend bid opening.

**6. CONSTRUCTION ADMINISTRATION PHASE**

**6.1. Change Orders**

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

**6.2. Submittals**

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

**6.3. Quality of Work.** On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the

work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 6.4. **Requests for Information.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 6.5. **Meetings.** During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.
- 6.6. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

## 7. CLOSEOUT PHASE

- 7.1. As the Construction Administration Phase progresses, the Architect shall perform all required services for fully closeout the project with DSA. In addition, the District as required:
  - 7.1.1. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - 7.1.2. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
  - 7.1.3. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 7.2. **Deliverables and Number of Copies**
  - 7.2.1. Punch lists for each site;
  - 7.2.2. Upon completion of the Project, all related project documents, including As-Builts, Record Drawings. These are the sole property of the District.

## 8. MEETINGS / SITE VISITS / WORKSHOPS

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

**EXHIBIT B**  
**Compensation**

Services in conjunction with the information and scope of work described in EXHIBIT "A" to be performed for a **Total Contract Amount Not to Exceed Two Hundred Eighteen Thousand Three Hundred Eighty-three Dollars (\$218,383.00)** including a fixed fee of One Hundred Ninety-Eight Thousand Five Hundred Thirty Dollars (\$198,530.00) plus an allowance of Nineteen Thousand Eight Hundred Fifty-three Dollars (\$19,853.00) for additional design services as necessary, with prior District approval.

Hourly rate for additional services

<b>Discipline</b>	<b>Rate per Hour</b>
Design Principal-in-Charge	\$ 290
Design/Technical/Interior Leader	\$ 285
Sr. Structural Engineer	\$ 275
Sr. Proj. Manager/ Sr. Proj. Architect	\$ 270
Project Architect / Engineer	\$ 225
Job Captain / Project Coordinator	\$ 165
Design and Technology Support	\$ 130
Administration	\$ 115

**WORKERS' COMPENSATION CERTIFICATION**

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

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

Proper Name of Architect: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Livermore Valley Joint Unified School District**  
("District" or "Owner") and Harley Ellis Devereaux Corporation (HED) ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_,  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_,  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_,  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

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

Proper Name of Architect: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Livermore Valley Joint Unified School District** (“District”) and Harley Ellis Devereaux Corporation (HED) (“**Architect / Engineer**”) (“**Contract**” or “**Project**”).

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

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

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

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

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

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

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

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_