

**INDEPENDENT CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES**

This Independent Consultant Agreement for Architectural Services ("Agreement") is made and entered into as of December 3, 2021, by and between the **Tahoe Truckee Unified School District** ("District") and **Studio W Architects**, a California corporation ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by Government Code section 4529.12 to procure a contract for architectural services through a fair, competitive selection process (e.g., by obtaining proposals, or using a request for proposal or request for qualification process);

WHEREAS, the District has employed such a fair and competitive selection process and has determined to select Consultant to perform the architectural services set forth herein; and

WHEREAS, the Consultant is specially trained and experienced, and competent to perform the architectural services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** Consultant shall provide architectural services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** Consultant shall commence providing services under this Agreement on December 16, 2021, and will diligently perform as required and complete performance by November 1, 2022, unless this Agreement is terminated and/or otherwise canceled prior to that time.
- 3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

- 4. **Compensation.** For Consultant's Basic Services described in **Exhibit A,** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement for a total fee not to exceed **Ninety-Eight Thousand One Hundred Ninety-Seven Dollars (\$98,197.00).**

District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product, as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services,

or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1.	Schematic Design Phase	23%
4.1.2.	Construction Documents Phase	44%
4.1.3.	DSA Back Check Phase	7%
4.1.4.	Bidding Phase	4%
4.1.5.	Construction Administration Phase	18%
4.1.6.	DSA Closeout Phase	4%
4.1.7.	Total	100%

The consultant will not be entitled to a fee increase (1) at bid opening for construction bid prices exceeding the pre-bid construction cost estimate, or (2) for cost increases during construction that do not involve any change in the Consultant services. By way of example only, and not limitation, Consultant will not be entitled to an additional fee adjustment for increased contractor costs for differing site conditions, or for cost increases for material or equipment.

- 4.2. Additional Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 4.3. RESERVED
- 4.4. RESERVED
- 5. **Expenses.** All expenses are included within the compensation provided in paragraph 4, above.
- 6. **RESERVED**
- 7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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 Workers' Compensation. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
- 8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession, and under similar circumstances, for services to California school districts (the "standard of care").

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. To the extent required to meet the applicable standard of care, Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **RESERVED**
9. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement. District acknowledges that the documents are project-specific and are not intended for reuse on other projects; the license to use the documents is granted only when Consultant is paid for services duly rendered in conformance with this Agreement; and Consultant shall be permitted to retain one record copy of all project-related information.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall defend, indemnify and hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless and only to the extent Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

### 13. Termination.

- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services rendered in conformance with this Agreement to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed satisfactorily until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by Consultant; or
- 13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate, and unless within seven (7) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, the

District may, upon the expiration of the seven (7) calendar days, terminate Consultant's right to proceed under the Agreement. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Agreement, District is entitled to withhold from monies due Consultant, if any, and District may seek legally allowable damages from Consultant for breach of contract. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**13.3 With Cause by Consultant.** Consultant may terminate this Agreement upon giving seven (7) days written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by District; or

13.3.2. District's failure to make payments to the Consultant in accordance with this Agreement.

Consultant's written notice shall contain the reasons for such intention to terminate and unless within seven (7) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, Consultant may upon the expiration of the seven (7) calendar days, terminate Consultant's right to proceed under the Agreement.

#### **14. Indemnification/Consultant Liability.**

14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents ("Consultant Parties") including, without limitation, the payment of all consequential damages.

14.2. Consultant shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

14.3. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to Article 14.1 and 14.2 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including, but not limited to, legal fees and costs, expert witness fees, and

consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Consultant's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

- 14.4. Consultant shall be responsible for the cost of reviewing CCDs and/or change orders caused by Consultant's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Consultant's liability for indirect cost impacts, the direct costs for change orders for which Consultant shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 14.5. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.
- 14.6. Notwithstanding that Consultant has no upfront duty to defend, as provided in Section 14.2, if litigation or other dispute resolution proceeding (arbitration) arises out of, in whole or in part, Consultant or the Consultant Parties' willful misconduct, recklessness, or negligent acts, errors or omissions in the Services provided under this Agreement between District and a third party (collectively, a "Dispute"), upon the District's written request, the District and the Consultant agree to undertake good faith measures to allow the Consultant to reasonably assist the District, at no cost to the District, in resolving the Dispute ("Mandatory Assistance"). At the commencement of the Mandatory Assistance phase, District and Consultant shall act in good faith as to the scope and extent of further assistance including discussing in good faith the entering into a joint defense / common interest agreement. During the Mandatory Assistance phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8. Consultant shall not be obligated to prejudice its legal position in any manner in the Mandatory Assistance phase. Consultant shall have no obligations under this Section 14.6 if Consultant is a party to the Dispute.

15. Insurance.

15.1. Consultant 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.

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 General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Non-owned and Hired Autos</b> (provided under Commercial Liability Insurance Policy) Each Occurrence	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$ 1,000,000

15.1.1. **Commercial General Liability (CGL) Insurance.** Commercial General Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.) Consultant has no company owned or registered vehicles and automobile liability coverage is provided under the "hired and non-owned vehicle" provision of Consultant's CGL policy.

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, Consultant 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 Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required

insurance policies, including any and all endorsements by this Agreement, at any time. Certificates and insurance policies shall include the following:

15.2.1. Not Used

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District Indemnified Parties are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies, as applicable but specifically excluding the Professional Liability policy, shall (i) be "primary and noncontributory" to any insurance or self-insurance maintained by District; and (ii) also state that there shall be a waiver of subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.2.5. Consultant shall provide to District, within 10 days written notice, copies of all insurance policies required under this Agreement.

15.2.6. If Consultant normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

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.

15.4. Consultant will provide District with (a) notice of nonavailability of insurance, and/or (b) notice of cancellation of any required insurance under this Article 15 not be less than ten (10) days prior to cancellation. District may, at its discretion, pay for Consultant's insurance and deduct the value of such premiums from amounts due or to become due to Consultant. Consultant understands and acknowledges the insurance coverage required are material to the Agreement.

16. **Assignment.** Neither party shall assign this Agreement without the signed written consent of the other party.

17. **Compliance with Laws.** Consultant shall observe and comply with applicable rules and regulations of the governing board of the District and applicable federal, state, and local laws, ordinances and regulations. Consultant shall give notices required by applicable law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that the Services required by this Agreement are at variance with such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement



shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

17.1. **LABOR CODE REQUIREMENTS:** Only to the extent that Consultant provides services to the District in the capacity as a Contractor as defined in Business & Professions Code Section 7026 or under the Professional Engineers Act (Business & Professions Code Section 6700, *et seq.*), and specifically excluding Consultant's Services that constitute the practice of architecture under Business & Professions Code section 5500, *et seq.*, from such compliance, Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

17.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1.

17.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

17.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, *et seq.*, of Title 8 of the California Code of Regulations, and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

17.2. **COVID-19 Certification:** For all Architect personnel on District property, Architect shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation the California Department of Public Health ("CDPH") Order of August 11, 2021 ("Order") or other subsequently issued CDPH order. Further, except to the extent the Order provides otherwise, Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders. Architect shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "C"**) prior to commencing employment or participating on the Program.

18. **Certificates; Permits; Licenses; Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.

20. **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 Consultant 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 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Fingerprinting of Employees.**

21.1. It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant 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 Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant 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 Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Consultant Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, 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. If Consultant is a sole proprietor, and, at a future time, it is determined that Consultant will have contact with any pupils, Consultant and all of the Consultant Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k) (or Education Code section 45125.1(h) effective as of January 1, 2022), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Consultant and none of the Consultant Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

21.2. Architect shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "D"**) prior to commencing employment or participating on the Project and prior to permitting contact with any student.

22. **DVBE Goals.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable such that Consultant provides Services for projects using funds allocated pursuant to the State of California School Facility Program.

23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Consultant, Consultant'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. Except for (a) any applicable and available insurance coverage as required in this Agreement, or (b) Consultant's recklessness or willful misconduct, Consultant's aggregate liability for all claims arising out of or related to this Agreement shall not exceed the total compensation actually paid by District to Consultant under this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District or Consultant 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. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all confidential information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. This confidentiality provision shall not pertain to information that was known previously by Consultant but not protected as confidential, information that is in the public domain, information that Consultant may be legally or ethically obligated to disclose, information that needs to be shared with sub-consultants or the Consultant's own employees, and the right of Consultant to retain one record copy of all project information.
27. **Cost Disclosure - Documents and Written Reports.** Consultant shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).
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 deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

<b><u>District:</u></b>	<b><u>Consultant:</u></b>
<b>Tahoe Truckee Unified School District</b> 1160 Donner Pass Road Truckee, CA 96161 530-582-2500	<b>Studio W Architects</b> 1930 H Street Sacramento, CA 95811 916-254-5600
ATTN: Jorge Rojas TTUSD Director of Facilities, M&O	ATTN: Brian P. Whitmore President & CEO

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. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

- 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.
- 30. **California Law; Venue.** 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 county in which the District’s administrative 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. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted therein and this Agreement shall be read and enforced as though it were included therein.
- 34. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 35. **Attorney’s Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys’ fees.
- 36. **Tolling of District’s Claims.** Consultant agrees to toll all statutes of limitations for District’s assertion of claims against Consultant that arise out of, pertaining to, or relate to contractors’ or subcontractors’ claims against District involving Consultant’s Services under this Agreement, until the contractors’ or subcontractors’ claims are finally resolved.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
41. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

*[SIGNATURES ON FOLLOWING PAGE]*

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

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Tahoe Truckee Unified School District**

**Studio W Architects**

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

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

Print Name: Ms. Carmen Diaz Ghysels

Print Name: Brian P. Whitmore

Print Title: Superintendent/Chief Learning Officer

Print Title: President & CEO

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_ Individual
- \_\_\_\_ Sole Proprietorship
- \_\_\_\_ Partnership
- \_\_\_\_ Limited Partnership
- \_\_\_\_ Corporation, State: California
- \_\_\_\_ Limited Liability Company
- \_\_\_\_ Other: \_\_\_\_\_

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

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.**

## EXHIBIT A SCOPE OF SERVICES



December 1, 2021

Jorge Rojas  
Director of Facilities, Maintenance & Operations  
Tahoe Truckee Unified School District  
11603 Donner Pass Rd., Truckee, CA 96161  
[jrojas@ttusd.org](mailto:jrojas@ttusd.org)

**RE: Tahoe Truckee USD: Wellness Center at Alder Creek Middle School**  
**Studio W Project Number TBD**

Dear Jorge,  
Studio W Architects will provide Architectural and Subconsultant Services (Structural Engineering, MEP/FS Engineering) for the Tahoe Truckee USD: Wellness Center at Alder Creek Middle School.

**Wellness Center at Alder Creek M.S. Lump Sum Fixed Fee** (includes A/E expenses): **\$98,197**

### **Scope of Work:**

- This proposal is based on the understanding that the Wellness Center (approximately 980 SF) will be constructed as shown in the August 2021 Concept Design plan within the existing mechanical room at Alder Creek Middle school and any code mandated revisions.
- Site Improvements include required ADA signage and striping improvements from existing parking lot/right of way to ACMS. If existing walks, curb ramps or parking lot grades are found to be non-complying after review of a site survey, the work related to these improvements will be additional services.
- Edit the District Division 0 template Bid Documents for this project and incorporate into specifications project manual.
- into Structural Engineer (MLA), MEP/FS Engineer (LPCE), and Cost Estimating (Cummings Group). Refer to Subconsultant Scope of Work attached.
- Agency Approvals: Division of the State Architect
- Bid Phase services include attending a pre-bid meeting, if requested; responding to contractor pre-bid questions; prepare and issue bid addenda, if required.
- Construction Phase services include reviewing contractor submittals, responding to contractor RFIs, preparing change document as required,
  - ❖ Includes two site visits by Architect, one site visit by MEP, and one punch list review by Architect and MEP/FS.

### **Preliminary Schedule:**

• Schematic Design:	4 weeks
• District review:	2 days
• Construction Documents:	6 weeks
• District Review:	1 week
• Finalize and submit to DSA:	1 week
• DSA Review (estimated)	6 weeks
• DSA revisions/approval	2 weeks
• Construction Duration:	12 weeks

San Jose | Sacramento | Irvine  
StudioW-Architects.com

well beyond design.

Jorge Rojas  
December 1, 2021  
Wellness Center at Alder Creek MS  
Page 2 of 3

**Payment Schedule:**

• Schematic Design:	\$23,050
• Construction Documents Phase:	\$43,820
• Agency Approval:	\$ 7,085
• Bid / Award:	\$ 4,120
• Construction Phase / Punch List:	\$ 18,000
• <u>Close Out / DSA Certification:</u>	<u>\$ 2,122</u>
• <b>Total Lump Sum Fixed Fee</b>	<b>\$98,197</b>

Do not hesitate to contact us with any questions or concerns.

Sincerely,

Studio W Architects



Brian Whitmore, AIA,  
LEED AP President &  
CEO

Enclosure(s): Scope Exclusions  
Studio W's 2021 Fee Schedule (Attachment A)  
Studio W's 2021 Expense Schedule (Attachment B)  
Subconsultant Fee proposals Attachment

cc: Jim Moore, Architect, LEED® AP, COO  
Chris Garcia, AIA, Senior Project Manager





**Scope Exclusions:**

- Surveying: topographic and underground utility locator
- Geotechnical Engineering
- Hazmat Report
- CEQA related services and environmental consultants
- All services related to LEED
- Calgreen Commissioning
- Standby Emergency Power System Design
- Alternative Energy Source Design / Engineering
- Design of formwork, shoring or other means and methods required for construction
- Mitigation of existing non-complying walk, curb ramp of parking lot grading elements
- Upgrades to existing campus /building systems or utilities: to include fire alarm, clock/bell, data, power, water, sewer, gas, fire water.
- Seismic or structural upgrades to existing structures or existing equipment anchorage (other than the new walls and new equipment being installed as part of this project)
- Upgrades to existing elevator and/or restroom reconfigurations
- Agency Fees (DSA fee and Health Department fee) or Utility Company Fees
- SWPPP, C.3 and QSP services
- SWPPP Permit Fee
- SWPPP Monitoring or reports during construction (contractor handles SWPPP during construction)
- CGS Fees
- Water Supply Test Fee
- Fire Flow Test Fee
- Bid Set Printing or Construction Set Printing.
- DSA Inspector of Record Fees
- Testing and Inspections
- Hazardous Materials Sampling, Monitoring or Abatement
- Utility energy incentive or rebate applications
- Phased construction
- Subsurface and utility investigation/validation
- Mitigation of contractor deviations from DSA approved plans
- Lift stations and offsite utility design/ connections





1132 Suncoast Lane  
Suite 6  
El Dorado Hills, CA 95762  
Phone: (916) 941-2425  
Fax: (916) 941-2429

November 24, 2021

Mr. Chris Garcia  
Studio W Architects  
1930 H Street  
Sacramento, California 95811

Subject: Tahoe Truckee Unified School District  
**Alder Creek Middle School – Wellness Center**  
Truckee, CA

Dear Chris:

We are pleased to submit this proposal for structural engineering services for the referenced project. The purpose of this letter is to propose an agreement between MLA Structural Engineers, Inc., herein after to be referred to as the Engineer, and Studio W Architects, herein after to be referred to as the Client, as outlined below:

1. BASIS OF PROPOSAL
  - A. The following serves as the basis for this proposal:
    1. Request for proposal by Studio W Architects received by email on November 11, 2021.
2. SCOPE
  - A. Project description: This project consists of the construction of a new 980 square foot Wellness Center within an existing space on the second floor of the Alder Creek Middle School.
  - B. Elements of the project included under Basic Services:
    1. Structural design of new interior partitions and their connections.
    2. Structural design of the anchorage of new mechanical equipment.
3. BASIC SERVICES
  - A. Construction Documents:
    1. Coordinate work with the Architect and other consultants.
    2. Prepare final construction documents.
    3. Prepare final structural calculations.
    4. Prepare specs.
  - B. Agency Approval Phase:
    1. Revise drawings as required to obtain DSA approvals.
    2. Attend back check as required
  - C. Bidding Phase:
    1. Respond to pre-bid questions.



1132 Suncoast Lane  
 Suite 6  
 El Dorado Hills, CA 95762  
 Phone: (916) 941-2425  
 Fax: (916) 941-2429

- D. Construction Phase:
  - 1. Provide response to RFI's.
  - 2. Provide shop drawing review.
- E. Closeout:
  - 1. Prepare Final Verified Reports, etc.

4. ADDITIONAL SERVICES

A. Services beyond those specified under Basic Services will be Additional Services at the hourly rates listed below. These services will be provided only at your request.

5. COMPENSATION

A. The lump sum fees (per site) for Basic Services are:

Construction Documents	\$ 4,100.00
Agency Approval	\$ 500.00
Bidding	\$ 200.00
Construction Administration	\$ 500.00
Closeout	\$ 200.00
<b>Total =</b>	<b>\$ 5,500.00</b>

B. Additional Services: Additional services will be billed on an hourly basis at the rates listed below.

C. Hourly Billing Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$175.00/hour
Project Engineer	\$ 95.00/hour
Design Engineer	\$ 85.00/hour
Draftsperson	\$ 50.00/hour
Clerical	\$ 40.00/hour



1132 Suncoast Lane  
Suite 6  
El Dorado Hills, CA 95762  
Phone: (916) 941-2425  
Fax: (916) 941-2429

We look forward to working with you on this project. If acceptable, please sign and return one copy of this letter.

Sincerely yours,

Accepted:

MLA Structural Engineers Inc.

CLIENT

By \_\_\_\_\_

Title \_\_\_\_\_

John M. Mandsager, Principal

Date \_\_\_\_\_



November 13, 2021



**CHRISTOPHER R. GARCIA, AIA**

senior project manager

**STUDIO W**  
ARCHITECTS

916.254.5615 o | 760.586.7218 c

[ChrisG@StudioW-Architects.com](mailto:ChrisG@StudioW-Architects.com)

LPCE Project #: **21-2266**  
Client Project #:

Project Name: **TTUSD Alder Creek Wellness Center**

Dear **Chris**:

We are pleased to submit this engineering services fee proposal to you for the above project. We appreciate the opportunity to be of service and look forward to working with you and the rest of the team on this project.

## PROJECT SCOPE

The project consists of a 960 square foot existing second floor building, located in Truckee CA

The estimated project construction budget is \$500K

LP Consulting Engineers, Inc. (LPCE) will provide professional engineering services listed below and described herein:

1. Mechanical
2. Plumbing
3. Electrical
4. Fire Alarm
5. Technology
6. Fire Protection
7. Construction Administration
8. Title 24

Our basic services fee assumes the following:

- 1. General**
  - A. Drawings to be prepared in Revit format.
- 2. Mechanical**
  - A. Primary HVAC:

[www.lpenginers.com](http://www.lpenginers.com)

**Address** 1209 Pleasant Grove Blvd.  
Roseville, CA 95678

**Contact** 916.771.0778  
[info@lpengineers.com](mailto:info@lpengineers.com)

- i. New water source Heat pump unit connect to existing Condensate water piping.
    - ii. Connect to existing outside air ductwork.
  - B. Ductwork, Piping, Terminals:
    - i. New ductwork
    - ii. New grilles/diffusers
    - iii. VAV boxes
  - C. Controls:
    - i. Utilize existing DDC EMS system
- 3. Plumbing:**
  - A. Indirect Waste:
    - i. Condensate and overflow drain piping and pumps as needed from required mechanical equipment to an approved receptor
    - ii. Provide supply, waste, and vent for new hand sink at Well Center
- 4. Electrical**
  - A. Connection to the existing electrical service or panel boards.
  - B. Electrical distribution, including convenience outlets and connection to powered equipment
  - C. New lighting and lighting controls throughout the space.
- 5. Technology:**
  - A. Coordination with the Owner/User I.T. Department.
  - B. System design to include devices, conduit pathways, and Feed Cabling.
  - C. Data and Voice systems: System design (exclude data server and voice systems headend equipment) to include MDF and IDF server racks or cabinets with ladder support, devices at workstations, wireless access points, conduit pathways and feed cabling.
  - D. Intercom Clock/Bell System
  - E. Audio and Video system
  - F. Assisted listening
- 6. Fire Alarm/Fire sprinkler:**
  - A. Connect to existing system.
- 7. Title 24:**
  - A. Prescriptive or performance Title 24 energy calculation for areas/systems affected by project scope.

## DESIGN ASSUMPTIONS

*The following are our understanding and assumptions of project scopes and services:*

### EXISTING SITE/FACILITY

1. Existing utility services (power, gas, sewer, water, etc.) are adequate and have the capacity for the new work.
2. Available existing documentation (as-builts, construction drawings, etc.) include information that is necessary and sufficient for the required design services.
3. Engineer (LPCE) will not be removing fastened panel, covers and/or selectively demolished building components in order to investigate systems.
4. Engineer (LPCE) will not be tracing existing electrical circuits and/or test equipment in order to investigate systems and/or existing conditions.

### SITE ELECTRICAL

1. Design of a public utility or a campus infrastructure, including vaults, manholes, conduit/duct banks from the campus utility to the building's point of service. The civil engineer will complete this work.

## LIGHTING

1. The Architect will prepare reflected ceiling plans outlining ceiling heights, types and configurations and provide a plan of the required egress path, indicating both its width and location. In collaboration with the Architect, LPCE will select fixtures, evaluate lighting levels and provide circuiting. LPCE will use the egress path diagram for the placement of exit signage and egress luminaries.
2. The Architect will provide a plan of the required exterior egress path, indicating both its width and location, including size and locations of "Safe Dispersal Areas" as applicable. In collaboration with the Architect, LPCE will select fixtures, evaluate exterior egress path lighting levels, including safe dispersal areas, and provide circuiting. Exterior lighting along any public right-of-way is to be provided by civil engineers.
3. Architect/Owner to provide approval of the lighting fixture selections and layout to Engineer (LPCE) at each design phase prior to Engineer (LPCE) proceeding with the next design phase. *(Major changes by Client after each approval to proceed will be compensated to be billed at Engineer's (LPCE) current hourly rate, on prior Client's request and approval).*

## THIRD PARTY DESIGNERS

1. Architect/Owner's independent Consultant/Designer (ex: interior design, furniture, low-voltage, kitchen, etc.) will provide necessary drawings/documentation with required locations and requirements to Engineer (LPCE) two weeks prior to each scheduled submission.

## SCOPE CHANGES

1. Work resulting from significant changes in project requirements after acceptance of the preliminary design is not included.
2. Redesign required due to a construction cost guarantee by the prime design professional or for other reasons not the fault of the consulting engineer is not included.

## CONTINUOUS OBSERVATION

1. Continuous or detailed observation of construction is not included.

## ALTERNATIVE DESIGN

1. Preparation of alternate designs for comparative bidding purposes is not included.

## DATA COLLECTION

1. Collection and compilation of data pertaining to utilities required to be provided for building systems and equipment furnished by the Owner or others.

## AUTOCAD/REVIT BACKGROUNDS

1. Architect provides backgrounds at mutually agreeable milestones.
2. Architectural CAD x-ref or Revit model file names and insertion points remain the same throughout the length of the project.
3. Backgrounds provided two weeks prior to each design phase submission.

## DESIGN/ENGINEERING SERVICES

### EXISTING SITE/FACILITY INVESTIGATION

1. Verify accuracy of available record drawings through field investigation for systems that will be retained. This survey will include visual observation of equipment rooms and spot observations of ductwork, piping and conduit above accessible ceilings. We have included **one (1)** design phase site visit in our fee proposal.

### DESIGN DEVELOPMENT PHASE SERVICES

1. Attend virtual design team meetings to review schedule, budgets and to assist in coordinating LPCE's design with other disciplines. We have included **one (1)**, two-hour meeting(s) in our fee proposal.
2. Prepare a Design Development package including the following:
  - A. Design criteria for LPCE's systems.
  - B. System narratives suitable for budget pricing.
  - C. Preliminary equipment schedules for LPCE's systems.
  - D. Design development drawings suitable for budget pricing and preliminary coordination with other disciplines showing the major components of LPCE's systems, the size of main and branch utilities for the purpose of establishing spatial impact on the project and coordination with other trades.
  - E. LPCE may submit these items for approval, prior to proceeding with further design work.

### CONSTRUCTION DOCUMENT PHASE SERVICES

1. Attend virtual design team meetings to review schedule, budgets and to assist in coordinating LPCE's design with other disciplines. We have included **one (1)**, two-hour meeting(s) in our fee proposal.
2. Prepare construction documents. To facilitate coordination between disciplines, construction documents will be issued at the completion levels. The construction document packages will include the following:
  - A. Specifications
  - B. Stamped and signed drawings including schedules, details, calculations, site plans, floor plans, sections through complex spaces and diagrams (ex: electrical one-line) as applicable to the scope outlined above.
  - C. Supplementary documentation including 8-1/2x11 calculations and/or product data sheets as required for plan check approval.
3. Provide Title 24 energy compliance documentation under applicable energy codes using the **prescriptive** method of compliance. See the Sustainable Design Services section.

### PERMIT/BIDDING PHASE SERVICES

1. Incorporate plan review comments from authorities having jurisdiction into the construction document that is set to be issued for construction.
2. Provide phone response to contractor's questions during bidding and preparation of written addenda.
3. Assist in analyzing subcontractor proposals.

### CONSTRUCTION ADMINISTRATION PHASE SERVICES

1. Review submittal material for substantial conformity with the intent of the contract plans and specifications.
2. Assist with review of related RFIs (Request for Information).
3. Assist with review of related proposal requirements, Architect's supplemental instructions, construction change directives and change orders in order to assist in comparing the value of the work proposed to the submitted price.
4. Provide site observation during the construction phase and prepare a written summary of the visit to



become generally familiar with the progress and quality of the contractors work and to determine if the work is proceeding in general conformance with the contract documents. Such observation shall not be construed as approval or guarantee of contractor's performance or safety measures. We have included **one (1)** site visits in our fee proposal.

5. Accomplish final walk-through and preparation of punch list. We have included **one (1)** separate punch list site visit(s).
6. Verifying that the punch list corrections are complete will be the responsibility of the general contractor.
7. Review record drawings and Operations and Maintenance manuals as prepared by the contractor for general conformance of the work observed and approved changes.

#### **POST CONSTRUCTION SERVICES**

1. Prepare AutoCAD or REVIT Record drawings based upon up-to-date electronic model from the Architect and accurate line mark-ups from the subcontractors.

#### **SCOPE OF SERVICE DOES NOT INCLUDE:**

- Services that are not listed above.
- Engineering redesign for reasons not the fault of LP Consulting Engineers, Inc., including the following:
  - Changes in project scope and/or requirements by the Client and/or Owner following the approval of scope and compensation outlined in this document.
  - Changes to project drawings following the Owner's approval of documents submitted by LP Consulting Engineers, Inc. at the completion of the Design Development (DD) phase.
  - Changes to Construction Documents (CD) for Value Engineering (VE) by Client, Owner and/or Contractor when the low construction bid for documents prepared by LP Consulting Engineers, Inc. is within 10% of the construction estimate including approved changes thereto.
- Pre-Bid site walks and/or meetings.
- Pre-Construction site walks and/or meetings.
- Preparation of record "as-built" drawings and/or documents.
- Underground joint trench for utility company services design.
- Structural design.
- Fire pump design.
- Electrical connected load peak demand reading including cost for existing switchboard, distribution panels and/or panels to determine existing electrical load capacity.
- Preparation for the generator system air management documents and/or submission.
- Generator standby emergency power system design.
- Detailed cost estimates.
- Multiple bid packages.
- Plan check fees, permit fees, or other fees.
- Plan submission to Authority Having Jurisdiction.
- Printing of plans (bid sets) other than for coordination and review.
- Services as excluded by client.

## PROFESSIONAL FEES

You will be invoiced monthly as a percentage complete against the following fixed fee:

PHASE	DISCIPLINE						
	%	MP	Elect	FA	Tech	FS	Total
DD	28	\$3,500	\$2,800	\$700	\$700	\$700	\$8,400
CD	40	\$5,000	\$4,000	\$1,000	\$1,000	\$1,000	\$12,000
Agency	5	\$625	\$500	\$125	\$125	\$125	\$1,500
Bid	5	\$625	\$500	\$125	\$125	\$125	\$1,500
CA	20	\$2,500	\$2,000	\$500	\$500	\$500	\$6,000
Closeout	2	\$250	\$200	\$50	\$50	\$50	\$600
<b>Total</b>	100	<b>\$12,500</b>	<b>\$10,000</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$30,000</b>

## REIMBURSABLE EXPENSES

In addition to the above fee, you will be invoiced for reimbursable expenses plus a 10% reimbursable mark-up fee. Reimbursable expenses include air travel, mileage, rental car, tolls, lodging and per diem, CAD plots (at our reprographics service-provider's rates), printing and courier services.

This price is good for 60 days.

### Professional Hourly Compensation Schedule

Title	Rate
Principal	\$245.00
Associate / PE Engineer	\$195.00
Project Manager / Engineer	\$160.00
Senior Designer	\$150.00
Designer	\$135.00
CADD / BIM Technician	\$110.00
Administrative	\$75.00
Expenses	cost + 10%
Mileage	per mile \$0.56

**ACCEPTANCE:**

If the terms of this letter agreement meet with your approval, please sign, date and return the original, or a copy with original signature, of this agreement.  
If you have any questions, please contact this office at 916-771-0778.

**Engineer**

LP Consulting Engineers, Inc.  
1209 Pleasant Grove Blvd.  
Roseville CA 95678

By: *S. Pourvakil*

Sean Pourvakil, PE, LEED AP

Title: President/CEO

Date: 11/13/2021

**License No.: M32311**

**Client**

Studio W

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

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

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

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

November 23, 2021

Chris Garcia  
Studio W Architects  
980 9<sup>th</sup> Street, Suite 2050  
Sacramento, CA 95814

Re: Tahoe Truckee USD Alder Creek MS Wellness Center  
Cost Management Service 21-3389

Dear Chris,

Thank you again for the opportunity to support your team with cost estimating services on the TTUSD project. Please find detailed below our proposal including our understanding of the project along with an overview of our proposed approach and service deliverables.

#### PROJECT UNDERSTANDING

Per your RFP on 10/20/21 and It is essentially a TI within an existing middle school. They have a large mechanical/storage room on the second floor they would like to add a wellness center. It will be a 980 SF space similar to a classroom. I have provided a pre-design sketch for reference. We are looking for SD and CD estimates. Included will be MEP upgrades too

#### COST MANAGEMENT APPROACH / DELIVERABLES

It is intended that the design information will be presented at milestone associated with stated deliverables and will require the estimation of all construction costs, which will include General Contractor (GC) General Conditions, Bonds, Insurances, GC fee's (profit), design & construction contingencies and escalation. All soft / project costs are excluded. The estimate will be prepared in a Masterformat systems and where applicable will measure and quantify scope to provide detailed cost information. Where areas, details, systems, and the like which cannot be identified, we shall provide details based upon historic and parametric data from our benchmarks of similar projects and developments. Our deliverables for each stage are following either estimate options:

- Schematic & Construction Documents
  - Detailed Cost Estimate
  - Project Packaging Analysis
  - Obtain quotations for specialist equipment / materials
  - Design Option Review

#### FEE PROPOSAL

We propose a lump sum fee of **\$8,280** which is broken out in the fee structure below.

The fee has been based upon the following rates and should additional services be required they will be delivered using these:

Item	Meetings	Estimate	Reconciliation	Total
Schematic Estimate	\$ -	\$ 5,400.00	\$ -	\$ 5,400.00
Design Development	\$ -	\$ -	\$ -	\$ -
Construction Documents	\$ -	\$ 2,880.00	\$ -	\$ 2,880.00
<b>Total</b>				<b>\$ 8,280.00</b>

- Managing Director / Vice-President \$210 per hour - Senior Cost Manager/MEP \$180 per hour  
 - Associate Director \$190 per hour - Cost Manager/Estimator \$170 per hour

Thank you again for the opportunity to be part of your team and we certainly look forward to working with you on this exciting project. I trust the above will be to your satisfaction, but should you have any queries or questions relating to the above then please feel free to contact me anytime.

Best Regards,



Ryan Zuehlke  
 Director  
 Cumming Management Group, Inc

**EXHIBIT B  
BILLING RATES**



**STUDIO W**  
ARCHITECTS

**2021 FEE SCHEDULE**

<b>STAFF CATEGORY</b>	<b>HOURLY RATE</b>
Principal Owner Architect	\$ 375
Principal Architect	\$ 280
Associate Principal or Senior Bond Program Manager	\$ 225
Associate Client Leader	\$ 205
Associate Project Manager	\$ 200
Senior Project Manager	\$ 200
Senior Construction Administrator	\$ 180
Senior Project Architect	\$ 165
Design Leader	\$ 165
Construction Administrator	\$ 160
Project Manager or Bond Program Manager	\$ 160
Project Architect	\$ 150
Senior Designer	\$ 150
Senior Job Captain	\$ 140
Job Captain	\$ 125
Project Admin V	\$ 120
Project Designer III	\$ 115
Project Designer II	\$ 100
Project Admin IV	\$ 100
Project Admin III	\$ 90
Project Designer I	\$ 85
Project Admin II	\$ 85
Project Admin I	\$ 75
Project Assistant	\$ 70
Intern	\$ 60
Project Consultants	Actual Fee + 15%

Fees are subject to change every January 1 of the New Year

**Attachment A**

well beyond design.



## 2021 EXPENSE SCHEDULE

EXPENSE		COST
Color Prints	8-1/2 x 11	\$2.25/print
	11 x 17	\$2.75/print
	All other sizes	cost
Delivery (Other than mail)		cost
Facsimile		\$1.25
Large Scale Photocopy		cost
Lodging		cost
Meals		cost
Mileage (subject to adjustment to match IRS allowed amount)		\$0.575/mile
Permits and Fees		cost
Photocopy	Black & White	\$0.10/page
Photo Development		cost
Plots		\$15.00/plot
Postage		cost
Reproduction		cost
Telephone		cost
Travel		cost
Other Direct Project Expense		cost

ABOVE EXPENSES ARE SUBJECT TO 15% SURCHARGE

Project expenses other than cost expenses are subject to change every January 1 of the New Year

**Attachment B**

**EXHIBIT C**

**COVID-19 VACCINATION/TESTING CERTIFICATION**

**Architect: Studio W Architects**

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Architect certifies that the following entity:

\_\_\_\_\_

\_\_\_\_\_ has verified that personnel of Architect and its subconsultants providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the CDPH Order.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

The architect understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Architect will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

**CERTIFICATION**

I, \_\_\_\_\_,

certify that I am Architect's \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

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

Name of Firm: \_\_\_\_\_

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

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

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

**END OF EXHIBIT C**



**EXHIBIT D**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Architect Agreement ("Agreement"):

- Architect's scope of work pursuant to this Agreement is either (i) at an unoccupied school site and no employee of Architect and/or sub-consultant will come in contact with the District pupils, or (ii) employees of Architect and/or sub-consultant will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with employees of Architect and/or sub-consultant so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Architect services performed under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Architect's services under this Agreement and Architect certify its compliance with these provisions as follows: *"Architect certifies that the Architect, who is not a sole proprietor, has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Architect's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those employees are paid or unpaid, concurrently employed by the District or acting as independent contractors of the Architect, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Architect's services under this Agreement and Architect certify its compliance with these provisions as follows: *"Architect certifies that the Architect, who is a sole proprietor, has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1(k), who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made."*

***(Exhibit D continued on next page)***

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Consultant's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of the Architect entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Architect.

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

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

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

Print Name and Title: \_\_\_\_\_

**END OF EXHIBIT D**