



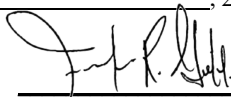
**NAPA VALLEY UNIFIED SCHOOL DISTRICT
CONTRACT FOR CONSULTANT SERVICES**

The **NAPA VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter "District", and **TLCD Architecture** hereinafter "Contractor", do hereby agree as follows:

1. Description of Service: The Contractor will provide the following service: **Design services for Multi-Campus Improvements (seismic, roofing, paint & security) at Northwood Elementary, Alta Heights Elementary, Bel Aire Elementary and Napa Valley Language Academy.**
2. Term of Agreement:
Consultant work will commence beginning **12/13/19** and be completed by **6/30/2020**.
3. Compensation:
The district will pay for services rendered on:
 (a) A fixed fee basis of:
 (b) A time and expense basis of:
 (c) A total cost basis not to exceed: **\$893,120**
4. Expenses:
Description and amount of any costs in addition to compensation:
5. Method and Times of Payment: **Within 45 days of receipt invoice.**
6. Performance:
List specific persons or profession classifications that will perform work:
Architectural and Engineering Services
7. District Contract Administrator:
Jennifer Gibb
8. Funding Source and Account: **Measure H & Fund 35**
9. Contract Documents:
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments. **W-9 Form:** ☒ On file ☐ Attached
10. State Retirement
Are you retired from STRS / PERS ☐ Yes ☒ No If yes, date _____

AGREED TO AND SIGNED THIS _____ DAY OF _____, 2019.

Signature
TLCD Architecture
520 Third St. #250
Santa Rosa, CA 95401



Signature
Contract Administrator:
Jennifer Gibb
Facilities Financial Analysis

Social Security or IRS Tax ID MUST BE ON FILE WITH ACCOUNTING

Contracts over \$1000 and all categorically funded contracts must receive the following approvals:	Date
Assistant Superintendent or Director: _____	_____
Assistant Superintendent, Human Resources: _____	_____
Board Approval: _____	_____

Original - Contract Administrator
NVUSD 198 (Revised 1/19)

Copy - Accounting

Copy - Contractor



GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: **Napa Valley Unified School District**
2425 Jefferson Street
Napa, CA 94558

CONSULTANT: **TLCD Architecture**
520 Third St. #250
Santa Rosa, CA 95401

6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

Contractor

Date

December 3, 2019

Mike Pearson, Assistant Superintendent of Operational Services
Napa Valley Unified School District
Napa, California

Dear Mike,

We are pleased to submit the following proposal for architectural and engineering services for the NVUSD Roofing project.

We propose the following Scope of Services and Fees:

A. PROJECT DESCRIPTION

Our understanding of the Scope of the Work is based on a meeting at the SPC office on 11/5/19 and subsequent follow-up meetings on 11/19/19 and 12/3/2019. The total construction budget for all projects is \$8,465,000. The projects are located at Northwood Elementary, Alta Heights Elementary, Bel Aire Elementary, and Napa Valley Language Academy (NVLA). The projects will be grouped into two phases that will be bid and constructed under a lease-leaseback contract.

The Project Scope includes:

1. Replace roofing, gutters, and downspouts at all non-portable buildings labeled as priority level 1 through 5 in the District-Wide Roofing Matrix dated 11/6/2019. Coat the roofing and replace gutters and downspouts at all portable buildings.
2. At Northwood and NVLA only, replace existing HVAC systems with new VRF system using ground-mounted condensers. At Alta Heights and Bel Aire only, replace existing rooftop packaged units at classrooms with new VRF system using ground-mounted condensers. At all campuses, replace all temperature controls with Pelican thermostats.
3. Repair dry rot at existing building roofs and walls based on recommendations following a visual inspection by the structural engineer.
4. At Northwood only:
 - a. Replace existing louvered windows at classrooms with new fixed windows.
 - b. Replace existing exterior doors and wing walls with new fence and gate.
 - c. infill existing skylights.
 - d. Provide voluntary anchorage of the Multiuse Building concrete walls.
5. Paint the exterior of all buildings and site structures.
6. Provide code-required path of travel improvements along an accessible route to the area of work.
7. The project will include (2) phases as follows:
 - a. Phase 1 - All work at Northwood, Alta Heights, and Bel Aire. Also, DSA-exempt roofing replacement only for (2) buildings at Napa Valley Language Academy. Construction targeted to begin in Summer 2020.
 - b. Phase 2 – All remaining work at Napa Valley Language Academy. Construction targeted to begin in Spring 2021.

Following is a summary outline of the Scope of Professional Services to be provided by TLCD Architecture and its consultants. This proposal shall be an attachment to the Standard Agreement for the subject project, for which we propose utilizing the 2019 School and College Legal Services Agreement for Architectural Services (SCLSA). The scope components are as follows:

B. BASIC AND ADDITIONAL SERVICES

Basic Services are described below and will be provided by the following consultant teams:

- | | |
|------------------------------------|--------------------------|
| • Architecture and Interior Design | TLCD Architecture |
| • Civil Engineering | BKF Engineers |
| • Structural Engineering | ZFA Structural Engineers |
| • Mechanical and Plumbing | TEP Engineering |
| • Electrical Engineering | O'Mahony & Myer |
| • Roofing Design and Engineering | Skyline Engineering |
| • Title 24/CalGreen | SolData |

DATE
12/3/2019

PAGE
2 of 4

Additional Services per Article 6 of the Agreement are described below and will be provided by the following consultant teams:

- | | |
|---|--------------------------|
| • Topographic Survey | BKF Engineers |
| • Building roof/wall dry rot assessment | ZFA Structural Engineers |
| • HVAC existing conditions assessment | TEP Engineering |
| • Roofing Inspection and Investigation | Skyline Engineering |
| • Detailed Cost Estimating | Cumming |

C. ASSUMPTIONS

The following assumptions are described below:

- Roofing design and engineering for Northwood Elementary will be provided by Skyline Engineering under a separate contract with the District. TLCD will manage and coordinate the work of Skyline.
- Basic services include attending the following meetings: Bi-weekly project administration meetings during the design phases, not to exceed (24) meetings. Weekly owner-architect-contractor (OAC) meetings during the construction administration phase, not to exceed (25) meetings.
- Basic services include field verification of as-built building conditions in the area of work at each campus.
- Basic services include field verification of an accessible route connecting the area of work to the main office, toilet rooms, accessible parking, and a site arrival point.
- Basic services include providing design level topographic surveying as required for path of travel upgrades at each campus. An allowance of up to six hours of survey time is included for each campus, including travel and mobilization.
- Basic services include design of site gas piping and connection to existing gas utility service at each campus.
- Each campus will be submitted to the Division of the State Architect (DSA) as a separate project for approval using the electronic plan review process.
- All projects are exempt from the minimum rehabilitated landscape requirements of DSA's outdoor water use regulations.
- No buildings will require a full seismic upgrade. Renovation at each campus will be limited such that the modification to any existing building's lateral system will be less than ten percent since original construction.

- The existing electrical service at each campus has sufficient capacity to provide new electric-based HVAC equipment. If required, design of new electric service can be provided for Additional Services.
- No doors and windows will be replaced at Alta Heights, Bel Aire, and Napa Valley Language Academy.

D. EXCLUSIONS

The following Services are excluded, but may be provided for Additional Services

- LEED and/or CHPS certification.
- Presentation models and/or renderings.
- Landscape Architecture, including design of plantings and irrigation.
- Environmental review under the California Environmental Quality Act (CEQA).
- California Department of Education (CDE) plan review
- Storm Water Pollution Protection Plan (SWPPP).
- Fire sprinkler design and engineering.
- Fire Alarm system design and engineering.
- Clock/speaker system, telephone, and data system modifications.
- Certification of existing non-certified buildings through DSA.
- Subsurface utility location and potholing.
- Commissioning and commissioning specifications.

DATE

12/3/2019

PAGE

3 of 4

E. FEES: BASIC AND ADDITIONAL SERVICES

We propose to provide the described services for a fixed fee of **\$893,120**, plus reimbursable expenses. Following is a breakdown of TLCD and sub consultant fees:

TLCD Architecture	\$ 380,000
BKF Engineers	\$ 34,700
ZFA Structural Engineers	\$ 43,500
TEP Engineering	\$ 71,000
O'Mahony & Myer	\$ 81,920
Skyline Engineering	\$ 213,000
Soldata	\$ 7,000
BKF Engineers (Topographic Survey)	\$ 18,000
TEP Engineering (Assessment)	\$ 6,000
ZFA Structural Engineers (Assessment)	\$ 8,000
Skyline Engineering (Inspection)	\$ 15,000
Cumming (PD Cost Estimate)	\$ 7,500
Cumming (CD Cost Estimate)	\$ 7,500
Total	\$ 893,120



Reimbursable expenses are estimated to be \$20,000.

Fees will be billed monthly by project phase as follows:

	<u>Per Phase</u>	<u>Cumulative</u>
1. Topographic Survey	2%	2%
2. Existing Conditions Assessments	4%	6%
3. Phase 1 – Preliminary Design	12%	18%
4. Phase 1 - Construction Documents	24%	42%
5. Phase 1 – Agency Approval	8%	50%
6. Phase 1 – Construction Administration	18%	68%

7. Phase 2 – Preliminary Design	6%	74%
8. Phase 2 - Construction Documents	12%	86%
9. Phase 2 – Agency Approval	4%	90%
10. Phase 2 – Construction Administration	10%	100%

F. PROJECT SCHEDULE

Topographic Survey	December 2019
Existing Conditions Assessments	December 2019
Phase 1 - Preliminary Design	December 2019 – January 2020
Phase 1 – Construction Documents	January – February 2020
Phase 1 – Agency Approval	February – May 2020
Phase 1 – Construction	June – August 2020
Phase 2 – Preliminary Design	March – April 2020
Phase 2 – Construction Documents	May – July 2020
Phase 2 – Agency Approval	August – November 2020
Phase 2 – Construction	April – August 2021

DATE
12/3/2019

PAGE
4 of 4

We look forward to working with you on this important and exciting project. Please feel free to contact me with any questions or comments.

Sincerely,



Brian C. Wright, AIA
Principal