

AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this 27th day of March, 2020, by and between the Del Norte County Unified School District, a political subdivision of the State of California ("District") and PBK Architects, Inc., a duly qualified consultant in the area(s) of Architectural Design Services ("Consultant").

District and Consultant hereby agree as follows:

1. Scope of Services:

Consultant agrees to provide services to District as set forth in **Attachment A**.

2. Contract Documents:

The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment B**.

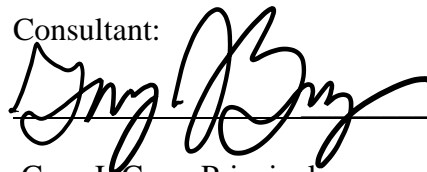
4. Term of Agreement:

The term of this Contract shall be from March 27, 2020 to December 31, 2020 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:

Consultant:



Gary J. Gery, Principal

Name/Title

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

GENERAL PROVISIONS

1. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
2. Status of Consultant: The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
4. 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 either order extra (and/or 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 work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
5. 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, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Transfer of Rights: Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the 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 the work pursuant to this Agreement.

8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) X Required/ Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."

(b) X Required/ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

(c) X Required/ Not Required: Child Molestation Coverage, \$1,000,000 per occurrence / \$2,000,000 aggregate.

(d) X Required/ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(e) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(f) X Required/ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(g) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(h) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:

Del Norte County Unified
School District
301 W. Washington Blvd.
Crescent City, CA 95531
Attention: Jeff Napier,
Assistant Supt, Business Services

Consultant:

PBK Architects, Inc.
2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833
t. 916-682-9494 / f. 916-682-0990
Attention: Gary J. Gery
Principal

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) 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.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires

that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

X are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

_____ are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's

employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. 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.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Del Norte, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event

prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

26. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A – Scope of Services

Attachment B – Compensation

Attachment A

SCOPE OF SERVICES

Consultant shall provide services to the District as follows:

HVAC Replacement at Redwood, Smith River, Pine Grove, Mary Peacock and Bess Maxwell Elementary Schools for Del Norte USD

PROJECT DESCRIPTION:

Based upon information provided by the District, the following represents our understanding of the proposed project components:

1. Removal and replacement of all roof-mounted HVAC units at the five sites.
2. Include new curb adapters.
3. Recently replaced HVAC units shall remain.
4. Provide roofing tie-in at new curbs and re-use electrical connections. No electrical modifications anticipated.
5. Project shall be non-DSA, non-agency, replacement only.
6. Total project budget is approximately \$1,250,000.

ARCHITECTURAL/ENGINEERING SCOPE OF SERVICES:

Construction Documents Phase

1. Field verification as needed.
2. Development of architectural and mechanical plans to create construction documents package.
3. Specifications.
4. Integrate District Division 0&1 into specifications.
5. 50% conference call review meeting to verify scope of work
6. In-person meeting with District for 95% page turn to review documents.
7. Cost estimating and alignment with budget.
8. Identification of alternate bid items based on pricing.
9. Internal QA/QC review.

Bidding

1. Attend mandatory pre-bid conference.
2. Coordinate bid process.
3. Respond to questions.
4. Prepare addendums.
5. Bid Opening.

Construction Administration

1. Lead pre-construction conference.
2. Respond to questions.
3. Prepare CCD's, change orders, and ASI's as needed.
4. Attend and lead monthly site meetings (4 anticipated).
5. Lead weekly meetings via phone.
6. Produce meeting minutes within 72 hours of meeting.
7. Coordinate with IOR.
8. Review submittals and shop drawings.
9. Review and approve change orders and monthly payment applications.
10. Prepare punch list with final site walk.
11. 5 total on-site meetings anticipated.

Project Closeout

1. Review O&M manuals.
2. Assist District personnel in start-up.
3. Review and turn over as-built drawings to District.

Attachment B

COMPENSATION

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

PROPOSED FEES:

PBK proposes a fixed fee of *One Hundred Ten Thousand Dollars (\$110,000.00)*.
Including all reimbursable expenses.

The fees shall be distributed as follows:

Construction Documents (70%)	\$ 77,000.00
Bidding (5%)	\$ 5,500.00
Construction Administration (25%)	\$ 27,500.00
<i>Fee Total:</i>	<i>\$ 110,000.00</i>

Additional services shall be done on an hourly rate basis upon approval of the District or by means of a negotiated and agreed fixed fee. See "Attachment A" for rate sheet.

All reimbursable expenses included, except printing of bid and construction sets of documents.

Effective June 1, 2019 – May 31, 2020

HOURLY BILLING RATES

Principal in Charge	\$225.00
Design Director	\$215.00
Senior Project Manager	\$205.00
Senior Project Architect	\$205.00
Project Manager	\$185.00
Project Architect	\$180.00
Project Leader / Technical Leader	\$150.00
Project Coordinator	\$130.00
Architectural Intern / Designer	\$115.00
Intern	\$ 90.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$100.00