

# **SAUSALITO MARIN CITY SCHOOL DISTRICT BOARD OF TRUSTEES MEETING AGENDA**

## **BOARD OF TRUSTEES**

Thomas Newmeyer, Karen Benjamin, Joshua Barrow, Shirley Thornton, Ed.D. And William J. Ziegler

## **SUPERINTENDENT**

Valerie Pitts, Ed.D.

**October 25, 2012**

**4:30 PM**

**Meeting Location: 200 Phillips Drive, Marin City**

Discussion (D); Action (A)

## **CALL TO ORDER 4:30 PM**

### **1. APPROVAL OF AGENDA ORDER (A)**

## **PERSONS WISHING TO ADDRESS THE BOARD PRIOR TO CLOSED SESSION (D)**

### **2. RECESS TO CLOSED SESSION TO CONSIDER AND/OR TAKE ACTION UPON ANY OF THE FOLLOWING ITEM(S) (D/A)**

- A. With respect to every item of business to be discussed in Closed Session pursuant to GC  
Section 54956.8: **Lease Agreements and Service Contracts**

## **RECONVENE TO OPEN SESSION 5:00 PM**

### **3. Announcement of Reportable Action Taken in Closed Session**

### **4. Pledge of Allegiance**

## **PERSONS WISHING TO ADDRESS THE BOARD PRIOR TO OPEN SESSION (D)**

The Sausalito Marin City School Board of Trustees welcomes and values public input and participation. School board meetings are meetings of the Board of Trustees held in public and as such, public input is structured to ensure efficiency and respect for meeting protocols. Public input rules are posted at meetings.

Entire board packet on [www.smcsd.org](http://www.smcsd.org) under School Board

## REPORTS

### 5. Trustee Reports (D)

Members of the school board will report on activities and information they wish to share. The Board may request that items be agendaized and researched for presentation at future meetings.

### 6. Superintendent's Report

## FACILITIES

### 7. Facilities

#### A. Agreements for Architectural Services (A)

#### B. Agreement for Construction Management Services (A)

#### C. Approval of Request for Bids for Modular Contractor (A)

## CONSENT AGENDA

The purpose of the Consent Agenda is to group items which may be approved routinely. A board member or a member of the audience may request removal of an item for discussion. (A-Roll Call)

### 8. Approval of the minutes of the special meeting of October 11, 2012

## ADJOURNMENT

### FUTURE BOARD AGENDA ITEMS

API Report

Library Report

Grade Level or Program Report

Study Island Benchmark Assessment Results

## SAVE THE DATES

### Future District Meeting Dates

All meetings are held at the District Office, 200 Phillips Drive, Marin City at 7:00 p.m. unless otherwise noted. \*The first meeting date of each month will be allocated to additional special meetings on facilities issues, special meetings, community forum, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

November 15	Third Thursday; one November meeting due to Holidays
December 6*	First Thursday due to Holidays
December 13	Second Thursday due to Holidays

Entire board packet on [www.smcsd.org](http://www.smcsd.org) under School Board

**Future Charter School Board Meeting Dates**

Meetings are open to the public and generally held on the school campus, 33 Buchanan Street, Sausalito. With the exception of the December meeting, meetings are held on the 3<sup>rd</sup> Wednesday of the month at 6:30 p.m.

**Upcoming Dates and Important Events**

Please visit the District website [www.smcsd.org](http://www.smcsd.org)

**Sausalito Marin City School District Board Meeting Procedures**

Agendas are posted at the District Office and at Martin Luther King, Jr. Academy, both located at 200 Phillips Drive, Marin City. An agenda is also posted at Bayside Elementary School, 630 Nevada Street, Sausalito. Agendas are posted at least 72 hours in advance of a regular board meeting. All board meetings are conducted according to Education Code 35145.5 and District Board Policy 9320.

The District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the District Office at 415-332-3190. All efforts will be made for reasonable accommodations. Members of the public are requested to turn off or mute ALL cell phones, pagers or other communication devices upon entering the Board Meeting Room. Backup materials for items on this agenda are available for review in the Superintendent's Office.

Entire board packet on [www.smcsd.org](http://www.smcsd.org) under School Board

**Sausalito Marin City School District**  
**Office of the Superintendent**

**Date:** October 25, 2012  
**To:** Board of Trustees  
**From:** Valerie Pitts, Superintendent  
**Re:** Action: Agreement for Architectural Services

Background

It is important to retain architectural services early in the process of exploring facilities needs for a Pre K- 8 Education Program at Martin Luther King Jr. Academy. Architectural services are professional services and, therefore, not subject to competitive bidding. A general Request for Proposal (RFP) was solicited from multiple firms.

Quattrocchi Kwok Architects (QKA) was selected and retained by the district. Throughout the process, QKA has demonstrated the ability to:

- work with community groups and school constituencies to plan and design facilities
- support and provide a vision for 21<sup>st</sup> century schools
- give the administration options for decision making
- work with multiple state agencies
- respond to requests from the District with a short turn-around time
- predict problems that might arise in the future and design prevention strategies
- provide green, efficient and sustainable energy options for facilities and student learning.

Analysis

It is important to continue architectural services with QKA for the design through construction closeout phases due to their involvement and performance in pre-planning.

Financial Impact

The attached contract proposes architectural fees for: Basic Services, \$290,000; Landscape Architect, \$31,900; and Programming, \$9,800. These fees total \$331,700.

Legal Implications

Legal counsel has reviewed and approved this contract. QKA assists the District in maintaining legal compliance regarding Department of State Architects (DSA) construction requirements, inspections, and adherence to state regulations.

Recommendation

The Superintendent recommends Trustees approve this Agreement for Architectural Services with QKA.

Backup attached: Yes \_\_\_X\_\_\_ No \_\_\_\_\_



## **AGREEMENT FOR ARCHITECTURAL SERVICES**

Project Titles: New Construction and Modernization at Martin Luther King Academy

Project Number: 1247.00

This agreement for architectural services ("Agreement") is made and entered into by and between the Sausalito-Marín City School District, a political subdivision of the State of California, ("District") and Quattrocchi Kwok, Inc, ("Architect").

Whereas, District proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed architect; and

Whereas, Architect is licensed to practice architecture in the State of California and qualified to provide the services required by District; and

Whereas, this Agreement sets forth the terms and conditions for the provision of such services.

Now, therefore, it is hereby agreed:

### **1. AGREEMENT**

District retains Architect to perform, and Architect agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the Architectural services specified in this Agreement and those related services incidental thereto.

### **2. PROJECT DESCRIPTION AND SCHEDULE**

**a. Project Description:** Architectural services shall be provided for the New Classroom Building, Site Improvements and Modernization ("Projects"), as further described in **Exhibit A**, Project Description and Schedule, attached hereto and incorporated by reference. The Projects are located in Martin Luther King Academy, 200 Phillips Drive, Marin City.

**b. Project Schedule:** Included in Exhibit A is the Project Schedule indicating duration and milestone dates for key Project tasks. Architect shall perform services consistent with the Project Schedule as required by Paragraph 19, Time Schedule. Architect shall regularly report to District on actions required to meet milestone schedule dates and shall recommend further adjustments to the Project Schedule, if and when needed.

### 3. TERM OF AGREEMENT

The term of this Agreement begins with execution of the Agreement by the parties and ends upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced by or before three (3) months from the date of execution, this Agreement is void.

### 4. COMPENSATION

As compensation for Architect's services, District shall pay Architect as follows:

**a. Basic Services:** For all "Basic Services," as set forth in Paragraph d, below, and as specified in **Exhibit B**, Tasks and Responsibilities, attached hereto and incorporated by reference, compensation in the amount of \$290,000 for Basic Services, \$31,900 for Landscape Architect and \$9,800 for Programming, as more specifically set forth in **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, attached hereto and incorporated by reference.

**b. Additional Services:** For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, compensation shall be agreed upon by the parties in writing prior to performance of such services by Architect, and may be a flat fee, or hourly based on Architect's standard hourly rates, as set forth in Exhibit C, with necessary consultants at 1.10 times cost. Only the Superintendent or authorized designee may authorize Additional Services or changes to duly authorized services, subject to Board approval or ratification. Architect understands that any other District employees are without authorization to order either Additional Services or changes to authorized services or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for Additional Services or changed services shall constitute a waiver of any and all right to adjustment in the contract price, and Architect shall not be entitled to compensation for any such unauthorized services.

**c. Reimbursable Expenses:** "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses as marked:

X Expenses for authorized travel in connection with the Project or as otherwise agreed and set forth in writing in Exhibit C hereto.

X Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

   Long distance telephone expense related to the Project.

X Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

**d. Payments:** District shall pay Architect monthly, in arrears, as follows:

(1) Progress Payments: Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit C):

<u>Upon Completion Of</u>	<u>Percentage of Total Fees</u>	<u>Cumulative Percentage Of Total Fees</u>
Schematic Design Phase	15	15
Design Development Phase	20	35
Construction Documents Phase	38	73
DSA Approval	2	75
Bid Phase	5	80
Construction Phase	20	100

(2) Additional Services: Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

(3) Monthly Invoice and Payment: Architect shall submit a monthly invoice that indicates the services performed during the past billing period, method of computation, and amount payable. Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice. A service charge of one and one-half percent (1.5%) of the unpaid balance shall be charged monthly on all undisputed amounts unpaid after thirty (30) days.

(4) Payment Upon Termination: If District terminates this Agreement at any time, Architect shall, upon notice of such termination, promptly cease all services. If the Agreement is terminated for any reason other than a material breach by Architect, Architect's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services actually performed to the date of such notice and shall include compensation for services

within the phase of performance at which Architect's services stopped, proportionate to the degree of completion of the work on such phase.

(5) **Termination Expense Fee:** In addition, Architect shall be paid a termination expense fee which shall compensate Architect for all expenses, including, but not limited to, start up costs actually incurred by Architect as a result of termination of the Agreement. The termination expense fee shall be an amount computed as a percentage of the applicable Cumulative Percentage of total fees, as set forth in subparagraph 4.d(1), earned at the time of termination as follows:

(a) Twenty percent (20%) if termination occurs during or prior to completion of the Schematic Design Phase;

(b) Ten percent (10%) if termination occurs during the Design Development Phase;

(c) Five percent (5%) if termination occurs during the Construction Documents Phase.

(d) No termination expense fee shall apply if the Agreement is terminated following DSA approval.

(6) **Termination for Breach:** If District terminates this Agreement due to a material breach of the Agreement by Architect, no termination expense fee shall apply, and Architect's total fee for all services performed shall be computed to cover services satisfactorily performed to the date of such notice and shall include compensation for services within the phase of performance at which the services stopped proportionate to the degree of completion on such phase.

## **5. BASIC SERVICES**

Architect's Basic Services shall consist of the following items and those services further specified in Exhibit B hereto:

**a. Schematic Design Phase:** Architect shall review the program furnished by District, as defined in Paragraph 7.a of this Agreement, to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty or other representatives, this assistance shall be compensated as an Additional Service. Architect shall: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty or other representatives; prepare a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services.

b. **Design Development Phase:** From the approved schematic design studies Architect shall prepare the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.

c. **Construction Documents Phase:** From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for approval by District. With assistance from District, and using the forms approved by District's legal counsel, Architect shall prepare the bidding information, bidding forms, and the construction contract documents. **Bid and contract forms and documents must be submitted to District's legal advisor for review and approval at least ten (10) days prior to proposed publication.** Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions.

d. **Bid Phase:** Following District's approval of construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures.

e. **Construction Phase:** The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

(1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

(2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract.



(3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.

(4) Provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating exact location of buried utility lines (as-built dimensions) which shall be forwarded to District upon completion of the Project.

(5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work.

(6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.

(7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedules.

(8) Promptly notify District of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject the work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

(9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of

maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify

ARCHITECT AGREEMENT

Page 7

District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of job with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

**f. Postconstruction Phase:** After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect. Architect shall attend meetings, at the request of District, relating to

ARCHITECT AGREEMENT

Page 8

completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or relating to any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

**g. Responsibility For Construction Costs:**

(1) District's budget for the Project shall include a contingency of ten percent (10%) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect.

(2) Evaluation of District's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by Architect represent Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Architect nor District has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from District's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by Architect.

(3) In preparing estimates of construction cost, the Architect shall include and disclose reasonable contingencies for design, bidding and price escalation as agreed to by District.

(4) If bidding or negotiating has not commenced within ninety (90) days after Architect submits the construction documents to District, following review and approval by District's legal counsel, any Project budget shall be adjusted to reflect changes, if any, in the general level of prices in the construction industry.

(5) Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District may:

- (a) award the contract and proceed with the Project;
- (b) authorize rebidding of the Project within a reasonable time;
- (c) cancel the Project and terminate this Agreement in accordance with Paragraph 13; or



- (d) direct Architect to revise the Project scope and quality as required to reduce the construction cost.

(6) If District chooses to proceed under item 5(d) above, Architect shall as part of Basic Services make any changes in plans and specifications necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily performed to date whether or not the Construction Phase is commenced.

(7) If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Additional Services.

**h. Consultants and Staff:** District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior approval except when such staff separate from employment. If District finds the performance of an approved individual not acceptable, District shall notify Architect who shall then take necessary corrective action. If unable to correct performance to District's satisfaction, Architect shall make appropriate staffing changes acceptable to District.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Mark Quattrocchi	QKA
Project Associate	Debra McGuire	QKA
Principal Engineer, Civil	Tom Jones	Brelje & Race
Principal Engineer, Electrical	Pieter Collenbrander	O'Mahony Myer
Landscape Architect	Vince Lattanzio	Carducci Landscape

(1) All engineers and experts and consultants employed by Architect not listed herein must be approved in advance by District prior to their engagement. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

(2) Architect shall require each engineer and consultant listed above, prior to commencing any services relating to the Project, to provide District with evidence that each such engineer or consultant has in effect a policy of comprehensive general liability insurance, with the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement.



(3) Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

(4) Architect shall promptly notify District of reassignment or replacement of engineers, consultants and experts specified above. Architect shall also notify District of staff changes of all other key personnel working on the Project.

i. **Modifications:** Other than minor modifications, Architect shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of District. Before performing any substantial work on any modification or change in design, plans or specifications, Architect shall notify District in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change.

j. **Consultation:** Architect will consult as necessary with representatives of District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post-construction phase noted above.

## 6. **ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

The following services are not included in the Basic Services. These services shall be provided by Architect if authorized in writing by District, and shall be compensated as Additional Services.

- a. Analyses of District's needs, and programming requirements of the Project. Work now complete and no further programming expenses anticipated.
- b. Financial feasibility or other special studies.
- c. Extensive planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- d. Design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project.
- e. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to revise or verify the accuracy of drawings or other information furnished by District. Architect to perform physical site observation to review District as-built drawings for accuracy.
- f. Detailed quantity surveys or inventories of material, equipment and labor.

- g. Services required for or in connection with the selection of furniture and furnishing or equipment or articles not included in the construction contract.
- h. Services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i. Revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of Architect.
- j. Preparing supporting data and other services such as extra drawings, trips, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of Architect.
- k. Investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by District.
- l. Consultation concerning replacement of any work damaged by fire or other cause during construction.
- m. Professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract.
- n. Preparing a set of reproducible record prints of drawings showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to Architect; unless changes are due to design conflicts or omissions.
- o. Ongoing services if the agreed upon initial construction schedule is exceeded by more than thirty (30) days through no fault of the Architect.
- p. Preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, that does not pertain in anyway to Architect's services under this Agreement.
- q. Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.
- r. Community and other public liaison services: Preparation time and materials for presentation to community for all required community meetings excluding District board meetings; attending community and other public meetings in excess of four, excluding District board meetings.

- s. Drawings and documents required for the demolition process.
- t. Services for the following disciplines: detailed cost estimating, fire sprinkler consultant, landscape architect, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering.
- u. Special presentation models, renderings or mock-ups.
- v. Changes to previously prepared documents other than those changes for which Architect should have reasonably foreseen, due to enactment or revisions of codes, laws or regulations or changes in official interpretations.
- w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.
- x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.
- y. Preparation of design and documentation for alternate bid or proposal requests by District when not required to meet the approved construction budget.
- z. Preparing District-generated addenda during the Bidding Phase.
- aa. Assistance with environmental and EIR studies other than those which would normally be required to complete Architect's Basic Services.
- bb. Coordination of construction performed by District's own forces or coordination in connection with equipment supplied by District and not reflected within the contractor's construction costs.
- cc. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.
- ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.
- ff. If the Project is suspended by District for more than ninety (90) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

## **7. RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

- a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a program which sets forth District's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems.
- b. Upon Architect's request, furnish Architect with a survey in an electronic CADD format approved by Architect of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.
- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the construction contract.
- e. Furnish at District expense the services of any Project inspector agreed to or required by law.
- f. Review all documents submitted by Architect and advise Architect of decisions thereon within a reasonable time after submission.
- g. Issue any orders to contractors through Architect or with notice to Architect.
- h. Notify Architect in writing of any deficiencies in material or workmanship becoming apparent during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services, Title 21 of the California Code of Regulations, and the Uniform Building Code with California.
- j. Provide copies of floor plans of existing buildings to be remodeled.

## **8. INDEMNITY**

Architect shall indemnify, and hold harmless District, the Governing Board of District, each member of the Board, and their officers, agents and employees from all claims of any kind that arise

ARCHITECT AGREEMENT

Page 14

out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect and Architect's agents or employees, but excluding liability as to the active or sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to Architect or its agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employees, benefits acts. This indemnification obligation survives the performance of architectural services under this Agreement or any termination under the provisions of this Agreement.

## **9. INSURANCE**

Architect, at Architect's sole cost and expense, shall maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of Architect and its subcontractors arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, in an amount no less than \$1,000,000.00 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$2,000,000.00 or as may be agreed upon between District and Architect. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to District.

**a. Endorsements:** The general liability coverage specified above shall be endorsed with the following specific (or equivalent) language:

(1) The District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the 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 have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

**b. Errors and Omissions Insurance:** Architect shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance

ARCHITECT AGREEMENT

Page 15



covering Architect's activities, in the amount not less than \$2,000,000.00 with an insurance carrier satisfactory to District. In addition, to the extent that the activities and services of engineers or consultants are not covered under Architect's professional liability insurance, Architect shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000.00 with an insurance carrier satisfactory to District, before commencing services on the Project.

**c. Workers' Compensation Insurance:** Architect and all engineers, consultants, and subcontractors Architect intends to employ shall maintain, for the period covered by this Agreement, workers' compensation insurance as required by California law, with an insurance carrier satisfactory to District, for all persons whom they may employ in carrying out the work contemplated under this Agreement. In the event Architect is self-insured, Architect shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to District.

**d. Documentation:** Prior to execution of this Agreement, Architect must submit for District approval, certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, Architect shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

**e. Miscellaneous:** If Architect fails to maintain the required insurance, District may take out insurance to cover any damages for which District might be held liable on account of Architect's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due Architect under the Agreement. Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any Architect's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

#### **10. ERRORS AND OMISSIONS:**

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of California, District may require Architect to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of Architect, including, but not limited to, costs for the removal or replacement of materials and labor or both, and Architect shall not receive any fee for any of its work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor that were omitted for any reason, but only to the extent contract price obtained from the contractor was lower by reason of the omission. District agrees to file a claim for the costs claimed against Architect pursuant to this paragraph.

## **11. COMPLIANCE WITH LAWS**

a. Architect's services and performance under this Agreement shall meet the standard of due care for Architects in the community in which the Project is being constructed. Using reasonable professional judgment, Architect shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on Architect's reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to District and its legal advisor. District shall decide the course of action after recommendation, if any, by Architect and the legal advisor.

b. Architect and all engineers, and consultants retained by Architect in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

## **12. RECORDS**

Architect shall maintain all records concerning the project for a period of four years after its completion. Architect shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. Architect shall make such documents and records available to authorized representatives of District for inspection or audit at any reasonable time.

## **13. TERMINATION OF CONTRACT**

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth in paragraph 4.d.4 above. If District terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. District may, at its election, terminate this Agreement if Architect defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from District. If District terminates this Agreement based upon the material default of Architect, District shall be entitled to pursue any remedy available under the law against Architect including, without limitation, an action for damages for breach of contract.

c. Architect may, at its election, terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. If Architect terminates this Agreement based upon the material default of District, Architect shall be entitled to pursue any remedy available under the law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, Architect shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

#### **14. ARCHITECT AN INDEPENDENT CONTRACTOR**

It is specifically agreed that in the making and performance of this Agreement, Architect is an independent contractor and is not and shall not be construed to be an officer or employee or partner or joint venturer of District.

#### **15. STANDARDIZED MANUFACTURED ITEMS**

Architect shall consult with and cooperate with District's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to District's criteria so long as the same does not seriously interfere with building design. Architect is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code.

#### **16. OWNERSHIP OF DOCUMENTS**

Pursuant to Section 17316 of the Education Code, all plans, including, but not limited to, record drawings, specifications, and estimates prepared by Architect pertaining to the Project pursuant to this Agreement shall be and shall remain the property of District. Nothing in this paragraph shall preclude District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by Architect under this Agreement, by District or any other person with District's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of District and without liability to Architect, with no warranty of merchantability or fitness, and District shall indemnify, hold harmless and defend Architect and its officers, directors, agents,

employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by Architect.

After the completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the approval of District and shall refer all requests for such documents by other persons to District.

The Architect and District shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

## **17. DISPUTE RESOLUTION PROVISIONS**

### **a. Mediation**

(1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if the parties mutually agree. If such matter relates to or is the subject of a lien arising out of Architect's services, Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

(2) A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

(3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

### **b. Arbitration**

(1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

(2) A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable



proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(3) Such arbitration shall be advisory unless the parties otherwise agree.

## **18. SUCCESSORS AND ASSIGNMENTS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of Architect's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of District's Governing Board. Any attempted assignment without such consent shall be invalid.

## **19. TIME SCHEDULE**

a. **Time Schedule:** Time is of the essence in the performance of this Agreement. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of Exhibit A hereto, a schedule for the performance of Architect's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by District shall not be exceeded unless extended in writing by District. Architect shall at all times maintain adequate staffing and resources necessary for the timely performance of Architect's services under this Agreement. Architect shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. **Delays:** If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of Architect, the time for Architect's performance shall be extended accordingly. Notwithstanding the foregoing, Architect shall endeavor to avoid or minimize such delay. District shall not be liable for the damages to Architect on account of such delays.

## **20. HAZARDOUS MATERIALS**

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by Architect, construction work shall cease in that area and District shall be notified to take



appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to District.

## 21. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement, however, Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect and/or Architect's employees on a school site: (1) Architect and Architect's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Architect and Architect's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Architect and Architect's employees shall not change locations without contacting the school office; (4) Architect and Architect's employees shall not use student restroom facilities; and (5) if Architect and/or Architect's employees find themselves alone with a student, Architect and Architect's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

## 22. MISCELLANEOUS

The following terms and conditions shall apply to this Agreement:

**a. Governing Law and Venue:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

**b. Entire Agreement:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person that are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

**c. Severability:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

**d. Non-Waiver:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

**e. Discrimination Prohibited:** It is the policy of District that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. Architect agrees to

ARCHITECT AGREEMENT

Page 21

comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code section 12900, et seq. In addition, Architect agrees to require like compliance by any consultants or subcontractors employed on the Project.

**f. Disabled Veterans Participation Goals:** In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (“DVBE”) of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, Architect shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.

**g. Retention of DVBE Records:** Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Architect agrees to maintain such records for a period of three years after final payment under the contract.

In witness whereof, the parties have executed this Agreement this 1st day of October, 2012

ARCHITECT

DISTRICT

By: \_\_\_\_\_  
Mark Quattrocchi  
Quattrocchi Kwok Architects, Inc.

By: \_\_\_\_\_  
Dr. Valerie Pitts, Superintendent  
Sausalito-Marin City School District

**EXHIBITS:**

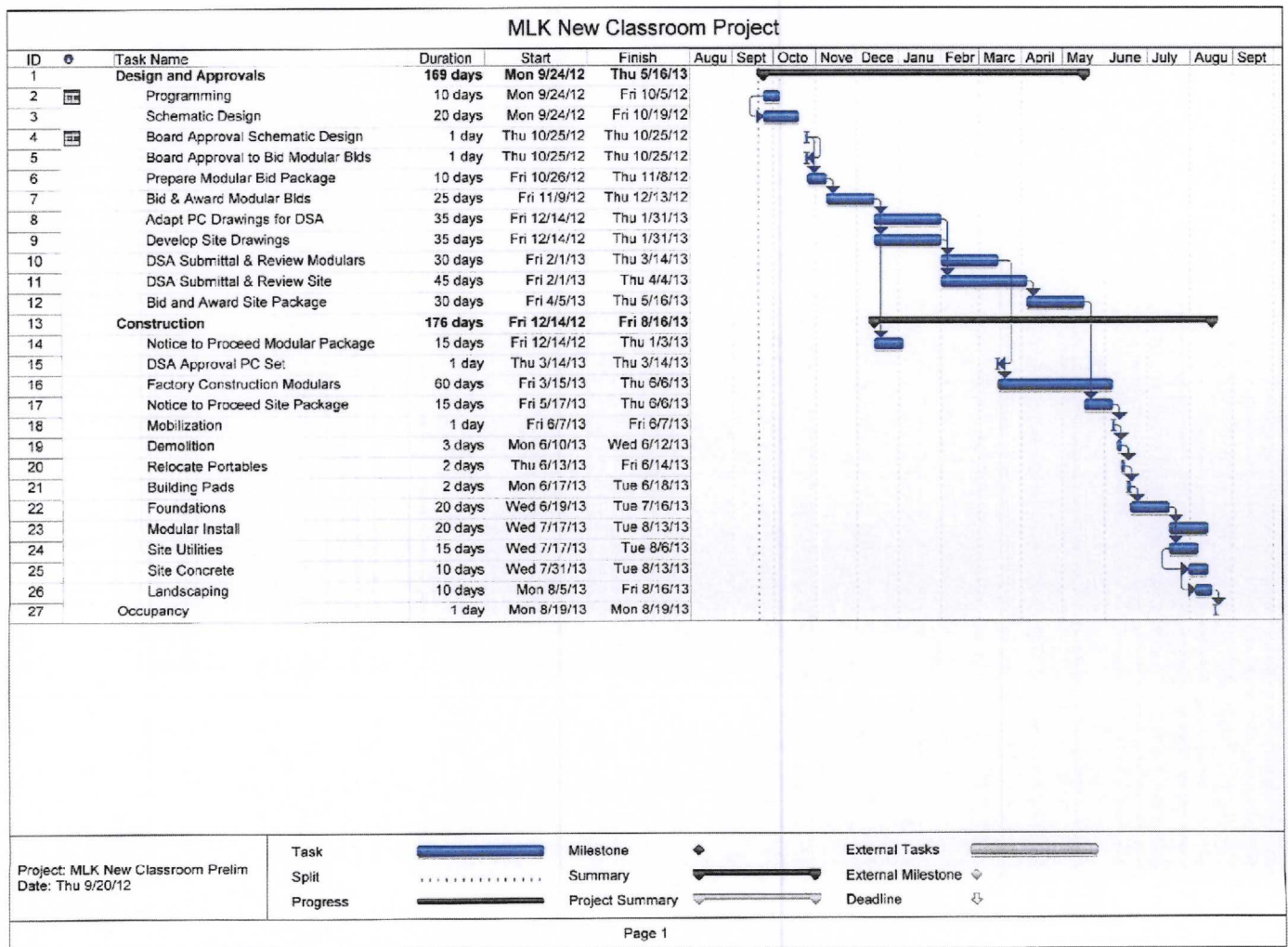
Exhibit A: Project Description and Schedule  
Exhibit B: Tasks and Responsibilities  
Exhibit C: Compensation and Schedule of Hourly Billing Rates

## Exhibit A – Project Description and Schedule

Provide modernization, new construction and site development services for the Martin Luther King (MLK) Academy. New construction provides a modular approximately six-classroom building with toilet room and other support services. Site development is as required for the new building including courtyard, paths and landscaping. Minor modernization at the MLK Academy is may include acoustical improvements, locker modification and new doors.

### Schedule

Below is a draft project schedule. The schedule will be refined as design work develops.



## Exhibit B – Tasks and Responsibilities

Exhibit B – Tasks and Responsibilities		-- Provided By --		
Scope of Services		District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services Not Provided
<b>A.</b>	<b>Project Administration Services (throughout all phases)</b>			
1	Project Team Selection			
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, etc.)	X		
	- Coordination of District's additional consultants	X		
2	Project Communications			
	- Develop / implement Community Relations/ Public Information	X	X	
	- Special school board presentations & community meetings			
	- Special status reports to Board & Oversight Committee		X	
	- Establish & maintain web page			X
3	Project Administration meetings			
	- As required for A/E basic services		X	
	- Other than required for A/E basic services			X
4	Agency consultations / approvals			
	- Local Fire Marshal		X	
	- State Office of Reg. Services (DSA, SFM)		X	
	- State Dept. of Education, School Facilities Planning		X	
5	Prepare applications & supporting documents			
	- OPSC funding applications - information required of Architect		X	
	- Bond issue funding information	X		
	- DSA applications		X	
<b>B.</b>	<b>Programming, Planning &amp; Evaluation Services</b>			
1	Special investigations			
	- Geotechnical and soils engineering	X		
	- Hazardous materials reports & studies	X		
2	Investigation of unknown existing conditions			
	- Property surveys / building measurements (if not available from existing drawings)	X		
	- On-site utility studies (locations, condition, capacity, etc)	X		
	- Off-site utility studies (locations, condition, capacity, etc)	X		
3	Comprehensive ADA compliance study			X
4	Develop detailed program			
	- Educational specifications/program, design criteria & stands.			X
	- Detailed space/adjacency programming			X
	- Food service plan/program	X		
	- Equipment program	X		
5	Assistance with environmental, Negative Declaration & EIR			
	- Ecological studies and mitigation measures	X		
	- Traffic, Noise, Off-site Parking, etc	X		
	- Hearings & Community Meetings			X



Scope of Services		-- Provided By --			
		District's Responsi bilities	----- A/E Team -----		Not Provided
			Basic Services	Additional Services	
C.	Schematic Design Phase				
1	Review of program and budget		X		
2	Field verification of existing conditions		X		
3	Create electronic documentation of existing facilities			X	
4	Code documentation & interpretations		X		
5	Schematic site and building plans		X		
6	Preliminary sections and elevations		X		
7	Preliminary interior elevations of key spaces		X		
8	Room data sheets and/or finish schedules		X		
9	Preliminary selection of systems & materials		X		
10	Develop approximate dimensions & areas		X		
11	Preliminary description of engineering systems (mechanical, electrical, civil, structural)		X		
12	Outline specifications of major materials, systems and equipment		X		
13	Construction cost estimates				
	- Unit cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	
14	Presentation models and/or renderings			X	
15	Constructability reviews	X			
D.	Design Development Phase				
1	Code documentation & interpretations		X		
2	Plans, sections, interior and exterior elevations		X		
3	Development of site plan		X		
4	Development of landscape plan		X		
5	Typical construction details		X		
6	Equipment layouts	X			
	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural)		X		
8	Preliminary building specifications		X		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)		X		
10	Furniture, furnishings and equipment <u>not</u> included within construction contract	X			
11	Construction cost estimates				
	- Unit cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	
12	Presentation models and/or renderings			X	
13	Constructability reviews	X			



Scope of Services		-- Provided By --		
		District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services Not Provided
<b>E.</b>	<b>Construction Documents Phase</b>			
1	Code documentation & interpretations		X	
2	Preparation of building construction plans		X	
3	Prepare color boards		X	
4	Final building specifications		X	
5	Furniture, furnishings and equipment			
	- Included within construction contract		X	
	- <u>Not</u> included within construction contract	X		
6	Develop detailed documentation on Construction Phasing Program			X
7	Develop detailed documentation on Multiple Contract Delivery (2)		X	
8	Construction cost estimates			
	- Update of DD phase unit cost estimate		X	
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X
9	Prepare bidding and procurement forms		X	
10	Prepare Conditions of the Contract (Divisions 0 & 1)		X	
11	Modifications to Division 1 as required for District's changes to Division 0			X
12	Develop Project Manual		X	
13	Presentation models and/or renderings			X
14	Constructability reviews	X		
<b>F.</b>	<b>Other Design Services</b>			
	Hazardous materials identification / determination of mitigation measures	X		
2	FF&E design (furnishings & movable equipment)			X
3	Graphic & signage design			
	- Fire/life safety graphics & signage		X	
	- Other graphics & signage			X
4	Mock-Up services (workstations, classroom design, etc.)			X
<b>G.</b>	<b>Bidding Phase Services</b>			
1	Advertisement to potential bidders		X	
2	Pre-qualification of bidders	X		
3	Pre-bid conferences	X	X	
4	Distribution of bidding documents		X	
5	Distribution of special bidding / negotiation addenda		X	
6	Response to bidders' questions and provide clarifications		X	
7	Report / analysis of bidding results		X	
8	Bid dispute resolution	X		
9	Contract award processing	X		

Scope of Services		-- Provided By --		
		District's Responsi- bilities	----- A/E Team -----	
			Basic Services	Additional Services
				Not Provided
<b>H.</b>	<b>Contract Administration Services</b>			
1	Plan & manage move-in & out activities including temporary facilities	X		
2	Site visits / observations			
	- Scheduled meetings (as quantified in scope of services)		X	
	- Additional meetings			X
3	Review Contractors' safety programs			
4	Coordination of other construction activities			
	- Removal of non-conforming portables	X		
	- Demolition and/or removal of other structures	X		
	- Moving of utilities underground	X		
	- Utility hookups	X		
5	Multiple contract administration (2)		X	
6	Multiple phase coordination efforts for single project	X		
7	Submittals & substitutions			
	- Review and respond to Contractors' proposed submittal schedules		X	
	- Receive, process, distribute submittals, shop drawings, & substitutions		X	
	- Review submittals and shop drawings		X	
	- Review proposed substitutions – limited to reasonable number of reviews		X	
8	Requests for Information / Clarifications			
	- Receive, process & distribute requests		X	
	- Evaluate and respond to requests		X	
9	Change orders			
	- Receive, process & distribute Change Orders		X	
	- Changes stemming from A/E documents		X	
	- Owner and contractor initiated changes		X	
	- Review, analyze and/or negotiate prices with contractors		X	
10	Testing and inspection administration	X		
11	Maintain official construction logs			
	- Change order log		X	
	- Request for Information (RFI) log		X	
	- Submittal log		X	
12	Contract cost accounting			
	- Maintain records of payments	X		
	- Coordinate & assemble contractors' payment applications	X		
	- Approve & process contractors' payment applications		X	

Scope of Services		-- Provided By --		
		District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services Not Provided
13	Interpretations and decisions - Relating to construction documents/specifications - Relating to General Conditions		X X	
14	Project closeout - Preliminary and final punch lists - Determination of payment withholdings - Issuance of Certificates of Substantial Completion - Securing and receipt of sureties - Receipt & review of warranties & manuals - Receipt & review of waivers of liens - Issuance of final Certificates of Payment - Project closeout with DSA	X    X	X  X X X X	X
15	Construction tours (students & community)		X	
I.	<b>Post-Construction &amp; Facility Operation Services</b>			
1	Record Drawings - Develop record drawings - Review record drawings for general completeness - Compile drawings - Update contract documents to incorporate changes		X	X X X
2	Warranty review			X
3	Detailed analysis or response to Contractor claims not due to fault of Architect			X
4	Staff training (operating & maintaining equipment and systems)			X
5	Post-construction facility reviews (operations & performance review) - Post occupancy facility review meeting - Document defects or deficiencies - Prepare instructions to Contractors for correction of defects		X	X X X
6	Project promotion			X
7	Community tours		X	

## Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

### Basic Services

The Architectural fee arrangement for Basic Services may be any of the following options:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below.
3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect's scope definition and cost estimate.

For Basic Services under this Agreement, the parties have agreed to a fee, under option 2 above as shown below. Fees will be adjusted as the District approved budgets is revised.

Construction	Current Construction Budget	Basic Services Fee
Modular Classrooms & Toilet Building (new construction schedule)	\$1,104,000	\$95,820
Sitework, Demolition & Portable Renovations (modernization schedule)	<u>\$1,183,308</u>	<u>\$137,664</u>
Total Basic Services fee	\$2,287,300	\$233,484

**Option 2: BASIC SERVICES:** For all "basic services" compensation in the amount of a percentage of construction as follows:

All fees are based on the stated percentage of "total construction costs" for the project and the said compensation applies to work let under a single construction contract. "Total construction costs" for purposes of this paragraph shall mean the total amount of money derived by adding the contractor's bid for the project accepted by DISTRICT and any additive Change Orders agreed to by DISTRICT and the contractor (deductive Change Orders, deductive Bid Alternatives and Additive Bid Alternatives not Awarded shall not reduce "total construction costs" for purposes of this paragraph).

Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.

For purposes of computing initial fees based upon "total construction costs" the parties estimate such costs at \$2,287,300, resulting in an initial fee of \$233,485. This estimate may be revised by the parties at any time to more accurately reflect actual "total construction costs" as such costs become apparent from later estimates, the award of the contract, or additive change orders agreed to by DISTRICT and contractor. Any revision must be agreed to by DISTRICT and ARCHITECT and reduced to writing.

1. Nine percent (9%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eight and one-half percent (8-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Six percent (6% of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Five percent (5% in excess of Ten Million Dollars (\$10,000,000) of computed cost

1. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eleven and one-half percent (11-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Eight percent (8%) in excess of Ten Million Dollars (\$10,000,000) of computed cost

Any additional services that may be required during the Project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4. Additional Services under this Agreement:

1. Programming services provide for two meetings with staff, production of agendas and meeting notes and production of the final Program document. No services of consultants are anticipated. Fees for these services shall be a fixed fee of \$9,800.
2. Services for Landscape Architect for \$31,900
3. Services of Fire Sprinkler Engineer, Acoustical Engineer, and Food Service Consultant. Fees and for these consultants will be presented for District approval as they are available.

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved by District in advance.

Printing	
Plotting	Mileage
Models and renderings	

Page 34 of 60



## Standard Hourly Billing Rates

The following hourly rates shall be used for any time and materials services above or for any calculation of future services:

Architect – Principal	\$190/hr.
Architect - Associate	\$175/hr.
Project Manager/Architect	\$170/hr.
Job Captain	\$160/hr.
Construction Admin Project Manager	\$160/hr.
Specifications Writer	\$165/hr.
CADD/Drafting	\$145/hr.
Construction Admin Technician	\$135/hr.
Clerical	\$ 90/hr.

Consultants: 1.10 times the consultants' standard hourly rates

The above rates are effective January 1, 2012, and are in effect for the calendar year 2012. On January 1 of each of the subsequent years, the above rates shall be adjusted in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for "All Urban Consumers" in "San Francisco-Oakland" for "All Items."

**Sausalito Marin City School District  
Office of the Superintendent**

**Date:** October 25, 2012  
**To:** Board of Trustees  
**From:** Valerie Pitts, Superintendent  
**Re:** Action: Agreement for Construction Management Services

Background

It is important to retain construction management services early in the process of exploring facilities needs costs for a Pre K- 8 Education Program at Martin Luther King Jr. Academy. Construction management services are professional services and, therefore, not subject to competitive bidding. A general Request for Proposal (RFP) was advertised locally.

Greystone West Company, Inc. was selected and retained by the district for the Facilities Needs Analysis. Throughout the process, Greystone has demonstrated the ability to:

- work with community groups and school constituencies
- make tough decisions
- give the administration options for decision making
- provide accurate estimates
- respond to requests from the District with a short turn-around time
- predict problems that might arise in the future and design prevention strategies.

Analysis

It is important to retain services for construction management with Greystone West Company, Inc to ensure timely project completion within budget.

Financial Impact

The proposal from Greystone West Company, Inc. is a fixed fee of \$150,000.

Legal Implications

Greystone assists the District in maintaining legal compliance regarding construction requirements, inspections, and adherence to state regulations.

Recommendation

The Superintendent recommends Trustees approve the contract with Greystone West Company, Inc. for construction management services.

Backup attached: Yes \_\_\_X\_\_\_ No \_\_\_\_\_

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made by and between the Sausalito Marin City School District ("DISTRICT") and Greystone West Company Inc., ("CONSULTANT").

The DISTRICT and CONSULTANT hereby agree as follows:

1.     Description of Services:  
CONSULTANT agrees to provide to the DISTRICT the professional project and construction management services set forth in Attachment A in connection with the projects identified in Attachment B (individually called "Project" and collectively called "Projects").
2.     Selection and Qualifications of CONSULTANT:  
CONSULTANT has been selected to perform the services under this Agreement in compliance with Government Code Section 4529.10 *et seq.* CONSULTANT represents that he possesses the demonstrated competence and professional qualifications to perform the services to be performed under this Agreement.
3.     Contract Documents:  
The contract documents consist of this Agreement for Consultant Services, the General Provisions, Attachments "A", "B", and "C" and the completed insurance forms.
4.     Compensation:  
As full compensation for all services contemplated by this Agreement, CONSULTANT shall be paid as set forth in Attachment "C."
5.     Term of Agreement:  
This Agreement begins effective October 26, 2012, and ends upon completion of the services under the Agreement, unless terminated sooner, whether pursuant to the provisions of Section 7 of the General Provisions or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Sausalito Marin City School District

Consultant: Greystone West Company Inc.

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

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

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

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

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

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

## GENERAL PROVISIONS

### (AGREEMENT FOR CONSULTANT SERVICES)

1. ASSIGNMENT/DELEGATION: Neither party shall assign or transfer any interest in this Agreement or any duty hereunder without the 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.
2. STATUS OF CONSULTANT: The parties intend that CONSULTANT, in performing the services herein specified, shall act as an independent contractor 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. INDEMNIFICATION:
  - (a) CONSULTANT shall defend with counsel acceptable to DISTRICT, indemnify 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 Projects or his failure to comply with any of his 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.
  - (c) The obligations set forth in this section 3 shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
4. INSURANCE: With respect to the performance of work under this Agreement, CONSULTANT shall maintain and shall require all of its subconsultants to maintain insurance as described below:
  - (a) Worker's compensation insurance, if otherwise required by law, with the statutory limits required by the Labor Code of the State of California.
  - (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount no less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate.
  - (c) Excess Liability Insurance (umbrella) shall be no less than \$2,000,000 over primary insurance.

- (d) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. This insurance shall include coverage for owned, hired, and non-owned vehicles.
- (e) Each comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
  - (1) DISTRICT, its officers and employees, are named as additional insured's 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) 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. Said certificates shall be submitted prior to the execution of 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. Said 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 said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to



CONSULTANT, DISTRICT 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.

5. 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: Sausalito Marin City School District  
200 Phillips Drive  
Marin City, CA 94965  
Attention: Dr. Valerie Pitts

CONSULTANT: Greystone West Company, Inc.  
621 West Spain Street  
Sonoma, CA 95476  
Attention: Todd Lee

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.

6. 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.

7. TERMINATION AND SUSPENSION:

- (a) 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 provided.
- (b) DISTRICT shall also have the right in its sole discretion to terminate the Agreement for its own convenience and without cause by giving thirty (30) calendar days written notice to CONSULTANT. Upon written notice from the DISTRICT of such termination, CONSULTANT shall immediately cease work under the Agreement, except such work as may be required to comply with Section 12(b) of this Agreement. The DISTRICT shall pay the CONSULTANT only the fee associated with the services satisfactorily provided since the last invoice that has been paid and up to the notice of termination, except for the fee for such work as may be required to comply with Section 12(b) of this Agreement.

- (c) Termination of the Agreement shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- (d) If, at any time, the DISTRICT determines that any of the individual projects should be terminated, the CONSULTANT, upon written notice from the DISTRICT of such termination, shall immediately cease work on the projects so terminated, except such work as may be required to comply with Section 12(b) of this Agreement. For any such project, the DISTRICT shall pay the CONSULTANT only the fee associated with the services satisfactorily provided since the last invoice that has been paid and up to the notice of termination, except the fee for such work as may be required to comply with Section 12(b) of this Agreement. CONSULTANT agrees to continue to perform all non-terminated portions of this Agreement in that case, and the Parties agree that CONSULTANT'S compensation shall be adjusted accordingly.
- (e) DISTRICT also retains the right to suspend, either for convenience or for cause, CONSULTANT'S performance of services under the Agreement as to any or all of the individual projects. Upon written notice from the DISTRICT of such suspension, shall immediately cease work on any projects so suspended. The DISTRICT shall pay the CONSULTANT only the fee associated with the services satisfactorily provided since the last invoice that has been paid and up to the notice of suspension.

8. 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.

9. 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.
10. EXTRA (CHANGED) WORK: Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and District personnel are without authorization to either order extra (and/or changed) work or to 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.
11. 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.

12. OWNERSHIP OF WORK PRODUCT:

- (a) 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.
- (b) After completion of each project, after termination by DISTRICT of CONSULTANT's services as to any project, and/or after termination of this Agreement, CONSULTANT shall deliver to DISTRICT a complete set of project records for each project on which services were provided, including without limitation all documents generated by CONSULTANT, copies of all documents exchanged with or copied to or from all other project participant, and all closeout documents. Said project records for each project shall be indexed and appropriately organized for easy use by DISTRICT personnel.
- (c) The parties understand that under this Section 12, all documentation generated by CONSULTANT will be turned over to the school district and that CONSULTANT has no patent or copyright materials and/or product any such items that require this section in the contract.

13. VENUE: In the event of a dispute regarding this Agreement, venue shall be in the County of Sonoma Superior Court and no other place.

14. 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.

15. 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.

16. 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.

17. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Agreement.

18. **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 any subsequent breach of the same or any other term or promise contained in this Agreement.
19. **FINGERPRINTING.** By execution of this Agreement, 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, if any, 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 contact with students has 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 his 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.

20. APPLICABLE LAW: The laws of the State of California govern this Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
22. REPORTS TO IRS: The parties understand that Federal Internal Revenue regulations require the District to report all payments to CONSULTANT for services.
23. DVBE: In accordance with Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, CONSULTANT shall provide appropriate documentation to District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that District can assess its success at meeting this goal.
24. RETENTION of DVBE RECORDS: CONSULTANT agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. CONSULTANT agrees to provide the State or District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. CONSULTANT agrees to maintain such records for a period of three years after final payment under the contract.



# Attachment A

## SCOPE OF SERVICES

**Program and Design Phase Services:** Consultant shall provide the necessary service to implement the District's Master Plan. The Consultant may be asked to perform the following scope of services.

- a. Assist the District with the updating the master schedule.
- b. Assist the District with Site Design Committee Meetings at each school site.
- c. Work with the Architect and District Consultants (CEQA, Hazmat, Surveying, Geotechnical, and others) to develop and refine the design plan at each school. Coordinate the work of the Architect and consultants as needed.
- d. Perform Constructability Reviews of every project on plans and specifications with written comments at the 75% and 90% of the design drawings. Review should include but not be limited to site visit, as built check, constructability issues, site access, phasing plan, and detailed coordination of drawings and specification. CM is required to back check and verify that comments in the reviews have been addressed by the Architect.
- e. Cost estimating services at various stages (schematic design, design development, 75% construction documents, and completed construction documents) of each project to ensure design work is within program budget. Coordinate estimating work with the Architect and recommend areas of value engineering to the District.
- f. Scheduling services to assist in achieving the required design, submission, and approval of the plans of the Master Schedule milestones. Report on a regular basis the status of all design work including local and state agency approvals.
- g. Coordinate with the Architect and District in developing detailed construction phasing and coordination plans.
- h. Assist the District with any utility coordination, permits, service upgrades and connections as related the program.
- j. Provide assistance and advice on hiring Project Inspectors and other consultants needed.
- k. Provide document control and filing of all relevant program documents.

*Attachment A cont:*

**Bid and Award Phase Services:** Provide comprehensive bid and award phase services including the following:

- a. Assist the District with bid marketing to ensure the most responsive and competitive bids.
- b. Assist the District with pre-bid walks and bidder orientation.
- c. Assist the District with reviewing bids for responsiveness and advice on any bidding issues or complications. Assist the District with pre-construction tasks.
- d. Assist in processing executed contracts, purchase orders, insurance certificates, performance and payment bonds, and distribution of contract to all legal parties.

**Construction Phase Services:** Provide comprehensive Construction Management services for the projects included in the Master Plan. Consultant is to assume all management and coordination responsibilities for construction activities, including but not limited to the following:

- a. Scheduling services to monitor construction phase work, evaluate contractor baseline schedule, all monthly updates, and all two week look-ahead schedules. Maintain separate as built schedule.
- b. Provide cost estimating services required to review, reconcile, and validate contractor change order submission.
- c. Track all construction cost vs. budgets and report to the District on a regular basis.
- d. Review quality and correctness of work and report any deficiencies not corrected by the contractor to District.
- e. Provide filing system for all projects.
- f. Report any CHPS discrepancies to the owner and architect.
- g. Report any discrepancies of the contractor installed Storm Water Pollution Plan that meets the local, state, and federal laws.
- h. Coordinate all public agency permits, connections, and other related coordination work during the construction phase.
- i. Schedule and conduct the pre-construction meeting with the contractor and all relevant team members. Coordinate a separate hazardous material abatement pre-construction meeting.
- j. Verify contractor is maintaining the record documents on a regular basis. All revisions should be recorded on a single set at the construction site.

*Attachment A cont:*

**Assist the District with moving and storage work that may be required to perform the construction work in the Master Plan. Coordinate and manage work with site**

- k. District staff to minimize disruptions to the school operations.
- l. Review weekly the established document controls for RFIs and Submittals and manage the Change Orders, and other project logs and files.
- m. Monitor shop drawings and submittals for completeness and monitor the status of all submittals, shop drawings, and related correspondence.
- n. Document the progress of construction work with weekly reports and digital photos that document project progress, unforeseen conditions, and non-compliant work.
- o. Coordinate and lead all weekly construction meeting.
- p. Ensure contractors meet all Division 00 and 01 contract requirements.
- q. Manage and oversee the Project Inspector is performing their work per his or her contract requirements.
- r. Prepare monthly reports for all projects that include executive summary of the program and detailed status of each project.
- s. Analyze and review all change orders proposals. Verify scope and accuracy of cost and submit a recommendation to the District.
- t. Evaluate all claims and make recommendations to the District on the most effective way to mitigate and/or resolve.
- u. Review contractor payment applications request and gather required signature for further processing by the District.
- v. Monitor all liens and stop notices and advise the District. Monitor contractor compliance with insurance certificates, endorsements, limits, and other legal documents.
- w. Assist District in issuing and managing small contracts needed to accomplish the work of the larger projects and program.

**Post Construction and Project Close Out Services:**

- a. Coordinate with Architect and consultants the development of the punch list into a single document. Monitor and assist in the verification and completion of the punch list work.
- b. Prepare all close out documents needed for DSA, OPSC Funding, County (File Notice of Completion) and permits.
- c. Coordinate submission of all Contractual documentation from the Contractor to the District including Record Drawings, Warranties and Operation and Maintenance Manuals. Review and approve as appropriate.

*Attachment A cont:*

- d. Coordinate all required close out documents and transmit to the District, including resolution of all project issues, RFIs, PCOs, COs, RFIs, ASI, Project Photos, O&M Manuals, and correspondences. All documents to be submitted in an organized and filed in appropriate boxes. Provide electronic version of all relevant information in a safe and reliable format.
- e. Assist and coordinate the District move into its new facilities including installation of District equipment and furnishings.
- f. Assist in the implementation of commissioning process of the projects or coordinating the training of the new facilities to District staff and personal.
- g. Prepare close checklist for DSA and OPSC. Consultant to assist Architect and District that all projects are closed with both OPSC and DSA.

# Attachment B

## Project(s)

Modular Classroom Addition at Martin Luther King Jr. Academy: The addition of four modular classrooms, a modular toilet room and associated site work including the relocation and remodel of existing portable classrooms.

Other projects as determined by Sausalito Marin City School District.



# Attachment C

The Consultant shall be paid the following fee:

A fixed fee of \$150,000 based on the Office of Public School Construction fee schedule.

Consultant to bill monthly and the District is to pay the invoice in 30 days. Consultant to bill each project incrementally with the following fee schedule for each project:

Pre-Construction up to bid and award:	45%
Construction Phase to substantial completion:	50%
Construction close out and punch list:	5%

**Sausalito Marin City School District**  
**Office of the Superintendent**

**Date:** October 25, 2012  
**To:** Board of Trustees  
**From:** Valerie Pitts, Superintendent  
**Re:** Action: Facilities Needs, Authorization to Bid for Modular Contractor

Background

The governance team has been studying issues related to the comprehensive educational program and facilities since 2010-11. Trustees have approved professional development for teachers to improve the instructional programs to ensure access to quality, rigor and culturally relevant curriculum (International Baccalaureate). In addition, they have received presentations from administration on the value of a well-articulated K-8 school, given the enrollment between Bayside and MLK. A facilities needs analysis was conducted last spring. A K-8 program would require enough classrooms to house 9 grade levels, enrichment, intervention, and special education programs. This could be accomplished with 12 classrooms. There are currently 9 classrooms in use at Bayside (including 3 shared WCA spaces and the library) and 7 classrooms (including one portable and the library) at MLK.

Analysis

10 - 12 classrooms are needed to house a K-8 small school. This number is based on approximately one classroom per grade level, a resource room, and arts room. If MLK housed the K-8 program, an additional 4-6 classrooms would be needed. The annex would be removed due to age. Some of the portables could be moved and used. The field needs some renovation and a small primary playground and landscaping need to be added to complete a K-8 campus at MLK.

The district is currently working on a per diem basis with QKA (architects) and Architects of Achievement exploring the options for a K-8 campus at MLK. Additionally, the A team has been working on their recommendation for the comprehensive educational program.

The district must consolidate its campuses while achieving a comprehensive educational program. The superintendent will review project cost estimates.

Financial Impact

Draft cost estimates for classrooms, landscaping and playground are attached. Additionally, Trustees are asked to authorize going out to bid for a modular contractor. This is necessary in order to complete schematic design. Documents will be presented at the board meeting. Contracts will not be awarded until further board action.

Recommendation

The Superintendent recommends Trustees approve the authorization to bid for modular contractors.

Backup attached: Yes \_\_\_\_\_ No   X

**SAUSALITO MARIN CITY SCHOOL DISTRICT**

Martin Luther King Jr. Academy

Proposed K8 Campus

Four Modular Classrooms / No DO Remodel

#	Description	Value
1	Construction Contracts	\$ 2,143,308.70
2	Contingencies	\$ 428,730.87
3	Architect Fees	\$ 233,483.96
4	Architect Reimbursable Expense	\$ 11,674.20
5	Architect Contingency	\$ 30,660.40
6	CM Fees	\$ 150,000.00
7	Inspector of Record	\$ 59,332.80
8	In-plant Inspector	\$ 9,000.00
9	Testing Lab	\$ 5,000.00
8	Soils Reports / Testing	\$ 10,500.00
9	Topographic Surveys	\$ 3,500.00
10	Haz-Mat Inspection	\$ 3,500.00
11	DSA / CGS / CDE Fees	\$ 26,576.32
12	Advertisements	\$ 3,000.00
13	Utility Locating	\$ 5,000.00
13	Utility Fees	\$ 10,000.00
14	Moving Expense	\$ 10,000.00
15	FF&E	\$ 50,000.00
16	CEQA	\$ 2,000.00
17	Legal Fees	\$ 5,000.00
18	Misc. Expenses	\$ 10,000.00
	<b>Total Budget</b>	<b>\$ 3,210,267.24</b>
	Draft	

**SAUSALITO MARIN CITY SCHOOL DISTRICT**  
**MARTIN LUTHER KING JR. ACADEMY**  
**MODULAR BUILDING COST**  
**Draft**

#	Description	Quan	Unit	Unit\$	Value
1	Four New Modular Classrooms	3840	SF	250	\$ 960,000.00
2	Modular Toilet Room	320	SF	450	\$ 144,000.00
3	Design Contingency	1	ls		\$ 50,000.00
4	Construction Contingency	10	%		\$ 110,400.00
5	Architect Fees	OPSC			\$ 95,820.00
6	Architect Reimbursable Expense (5% of fee)	5	%		\$ 4,791.00
7	Architect Contingency (fee on contingency)	10	%		\$ 17,644.00
8	CM Fees (OPSC)				\$ 84,780.00
9	Inspector of Record (Pro-rata)				\$ 35,332.80
10	In-plant Inspector				\$ 9,000.00
11	Soils Testing	0.5	%		\$ 2,000.00
12	Testing Lab	1	ls		\$ 5,000.00
13	Topographic Surveys				\$ 3,500.00
14	DSA / CDE Fees				\$ 12,563.20
15	Advertisements				\$ 2,000.00
16	Utility Fees	(in site)			\$ -
17	Moving Expense				\$ 10,000.00
18	FF&E				\$ 50,000.00
19	CEQA				\$ 2,000.00
20	Legal Fees				\$ 2,500.00
21	Misc. Expenses				\$ 5,000.00
	<b>Total Anticipated Project Cost</b>				<b>\$ 1,606,331.00</b>

**SAUSALITO MARIN CITY SCHOOL DISTRICT**  
**MARTIN LUTHER KING JR. ACADEMY**  
**SITework / MODERNIZATION COST**  
**FOUR NEW MODULAR BUILDINGS**

#	Description	Quan	Unit	Value
1	Site Clearing	80000	sf	\$ 52,000.00
2	Demo Annex	1	ls	\$ 14,400.00
3	Rough Grade	2200	cy	\$ 9,900.00
4	Relocate Portables	3	ea	\$ 27,000.00
5	Building Pads	7744	sf	\$ 34,848.00
6	Fine Grade AC	28193	sf	\$ 18,325.45
7	Landscape Grade	6830	sf	\$ 37,500.00
8	Flatwork Grade	5201	sf	\$ 9,101.75
9	Fine Grade Playgrounds	14656	sf	\$ 25,648.00
10	Rock & Pave 2" on 6"	28193	sf	\$ 98,675.50
11	Concrete Flatwork	5201	sf	\$ 52,010.00
12	Seatwalls	60	lf	\$ 15,000.00
13	Play Surfacing	14656	sf	\$ 219,840.00
14	Playground Equipment	1	ls	\$ 175,000.00
15	Landscaping	6830	sf	\$ 81,960.00
16	Electrical	1	ls	\$ 242,000.00
17	Site Utilities	150	lf	\$ 8,700.00
18	New Finishes at Portables	5	ea	\$ 36,400.00
19	Reconfigure Current D.O. to 2 Classrooms	0	sf	\$ -
20	Build Out Portable to DO	0	sf	\$ -
21	Misc. Expenses	1	LS	\$ 25,000.00
<b>Total Anticipated Construction Cost Cost</b>				<b>\$ 1,183,308.70</b>

Draft



**SAUSALITO MARIN CITY SCHOOL DISTRICT**

MARTIN LUTHER KING JR. ACADEMY

SITEWORK / MODERNIZATION COST

FOUR NEW MODULAR BUILDINGS

#	Description	Quan	Unit	Value
1	Anticipated Bid Amount	1	LS	\$ 1,183,308.70
2	Design Contingency	1	ls	\$ 150,000.00
3	Construction Contingency	10	%	\$ 118,330.87
4	Architect Fees	OPSC		\$ 137,663.96
5	Architect Reimbursable Expense (5% of fee)	1	LS	\$ 6,883.20
6	Architect Contingency (fee on contingency)	11	%	\$ 13,016.40
7	CM Fees (pro-rata)	1	LS	\$ 65,220.00
8	DSA Inspoector (pro-rata)	4	Mos	\$ 24,000.00
9	Soils Reports	1	LS	\$ 5,000.00
10	Soils Testing	0.5	%	\$ 3,500.00
11	Topographic Surveys	1	LS	\$ -
12	Utility Locating	1	LS	\$ 5,000.00
13	Haz-mat Inspections	1	ls	\$ 3,500.00
14	DSA / CGS Fees	1	LS	\$ 14,013.12
15	Bid Advertisements	1	LS	\$ 1,000.00
16	Utility Fees	1	LS	\$ 10,000.00
17	Moving Expense	N/A		\$ -
18	FF&E	N/A		\$ -
19	CEQA	1	LS	\$ -
20	Legal Fees	1	LS	\$ 2,500.00
21	Misc. Expenses	1	LS	\$ 5,000.00
	<b>Total Anticipated Project Cost</b>			<b>\$ 1,747,936.24</b>

Draft

**SAUSALITO MARIN CITY SCHOOL DISTRICT  
BOARD MEETING MINUTES  
October 11, 2012**

**ATTENDANCE**

Board Members Present: William Ziegler, Shirley Thornton, Ed. D., Karen Benjamin,  
Thomas Newmeyer arrived at 5:15 pm  
Superintendent: Valerie Pitts, Ed. D.

The meeting was called to order at 5:07 p.m.

**M/s/c Thornton/Ziegler/all** to approve the agenda order

**PERSONS WISHING TO ADDRESS THE BOARD PRIOR TO CLOSED SESSION**

There was no public comment.

**CLOSED SESSION**

The Board and Superintendent convened closed session at 5:08 p.m.

**RECONVENE TO OPEN SESSION**

Open session reconvened at 5:35 p.m.

**Report Out from Closed Session**

President Newmeyer announced that there was no reportable action taken in closed session.

**Pledge of Allegiance**

Forrest Corson led the Pledge of Allegiance.

**PERSONS WISHING TO ADDRESS THE BOARD PRIOR TO OPEN SESSION**

There was no public comment.

**GOVERNANCE/PLANNING**

**Board Vacancy**

Board Trustee Candidate Interviews

Superintendent Pitts issued sample questions to board members and candidate, Mr. Joshua Barrows. She explained the process for selection, all of which will take place in Open Session.

Board members selected questions (1, 2, 3, 4, 8, 12 and 13) from a list of possible questions.

Mr. Barrow presented a brief overview of his qualifications, his reasons for wanting to become involved in the school district, and then responded to questions asked by each board member.

Board members completed ballots which were tallied by President Newmeyer and verified by Trustee Benjamin.

President Newmeyer announced the unanimous agreement of the board to appoint Mr. Joshua Barrow to the Board of Trustees. Superintendent Pitts administered the Oath of Office. Mr. Barrow was welcomed and seated immediately at the board table.

## **REPORTS**

### **Trustee Reports**

President Newmeyer presented a plan to reach out and encourage parents to make financial pledges to their school district. Mr. Newmeyer pledged \$1,000 to begin. Detail will be forthcoming.

Trustee Thornton reported attending the Annual First 5 Breakfast Meeting last Friday where Delaine Easton and Mary Jane Burke were key speakers.

### **Superintendent's Report**

Superintendent Pitts reported that it has been a busy week; she thanked administrators for being receptive.

### **School Site Administrator Reports**

Daniel Norbutas, Chief Academic Officer and Martin Luther King, Jr. Academy Principal, reported on:

- Yesterday's district-wide staff meeting, which was focused on technology for staff
- Ujima Festival at MLK, Saturday, October 20; everyone is invited to attend.

Mr. Norbutas noted that in general, MLK students are doing great; administrators are spending more time with some students to make them more effective in the classroom. For students who require more time, Trustee Thornton requested being able to clearly identify how and who helps each child. Assistant Principal, Tenisha Tate, is working on that.

Jonnette Newton, Bayside Elementary Principal, reported on:

- Today's field trip to the Tolay Fall Festival, Tolay Lake Regional Park in Petaluma, attended by students in grades K, 1 & 2 (about 40 students), 20 parents and classroom volunteers. The students had a great learning experience.
- A Worm Party earlier this week as part of project-based learning.

Tenisha Tate, Assistant Principal, reported on the Kindergarten families' camping experience at Jellystone Park near Sacramento, September 28-30. Fourteen of seventeen families (82%) spent a weekend of bonding and sharing activities. Workshops for parents were included. This event was co-sponsored by Marin City Health and Wellness and the school district.

Carol Cooper, Head of School for Willow Creek Academy, reported on:

- WCA's new partnership with the Discovery Museum as one of four schools working on a pilot program
- The upcoming creek restoration project, a fall cleanup – contact WCA for details; everyone is invited.

## **FACILITIES**

### **Facilities**

Superintendent Pitts reported that work has been progressing and distributed a proposal in support of creating a K-8 program at Martin Luther King Jr. Academy. She asked the board to discuss/approve the proposal to go forward with the education program and model. The board reviewed the proposal.

### **Motion**

**M/s/c Ziegler/Benjamin** to 1) approve an application to seek project funding from the Marin Community Foundation with terms as outlined in the proposal [a 30 year loan at 4% interest] and, 2) proceed to obtain necessary schematic designs, with alternatives, including architectural drawings and a proposal for what facilities might look like.

### **Public Comments**

- Ellen Franz asked how, if there are only 4 additional classrooms planned, the Reading Partners intervention program, which needs a classroom of its own, would be sustained. She added that Bayside staff have created an amazing resource center for teachers - will there be room?
- Caroline Van Alst asked if the motion includes a dollar amount. Trustee Ziegler responded, no, terms will be sought first.
- Trustee Thornton expressed concern for a K-8 model if it cannot be funded.
- Both President Newmeyer and Superintendent Pitts responded that without funding, the district will not go forward with the K-8 model.
- Unidentified woman: Consider population growth and the need for increased space.

### **Board Discussion**

Trustee Barrow stated that he didn't hear commitment to K-8 in the motion; he understands the motion opens the door to possibilities, funding and specifics. Trustee Ziegler responded that both are essential to going forward. President Newmeyer shared that the Marin Community Foundation has a three to four month period to process loan considerations/approvals so it is essential for the board to begin.

Trustee Thornton asked when and how the board would involve the community. They need to feel good about what is taking place. Superintendent Pitts reported that the Action Team (A Team) will address district staff on October 17 and a small group of teachers is already working with the architect. The district is getting ready to bring in the community to address: what do we need; do we have enough space; what is the cost and what does it look like? Trustee Ziegler supported Trustee Thornton's thoughts on bringing in the public. A suggestion was made to send a letter to the community explaining why we are doing this; everyone should receive the same message.

Trustee Ziegler indicated that any project should be expandable as the need arises; he wants to see that in the drawings.

Superintendent Pitts reaffirmed that the district will not begin the project without the money; the budget is tight. Board members agreed.

Trustee Thornton asked what the district would do if there was a cost overrun. Experience has proven that not everything can be planned for or goes as planned. Trustee Ziegler explained that the project would have to be done on a not-to-exceed basis and that a 20% contingency has been discussed.

#### **Motion Amended and Vote**

President Newmeyer moved to amend the motion to 3) include a provision to work on the basis of not-to-exceed 3.5 M, and 4) a provision that the district move forward on a campus that we feel good about and that the board approves. Trustees Ziegler and Benjamin agreed to the amendment to their motion.

**Call for the vote: All in favor. Motion as amended passed.**

### **MAINTAIN SOUND FISCAL DISCIPLINE AND OPERATIONS**

#### **CBEDS Enrollment Report**

Paula Rigney, Business Manager, reported CBEDS Enrollment – on October 3, 2012, Bayside/MLK was at 120 and Willow Creek Academy was at 289.

#### **Professional Service Contracts**

Superintendent Pitts reviewed present service contracts, which are necessary in a small district, but efforts continue to reduce them. It was noted that the amount shown for legal counsel is more than will ultimately be spent.

### **PROVIDE SAFE, HEALTHY, POSITIVE LEARNING ENVIRONMENTS**

The Board conducted a first reading of updates to suspension and expulsion due process policies to include:

- Board Policy/Administrative Regulation 5144.1 Suspension and Expulsion Due Process
- Administrative Regulation 5144.2 Suspension and Expulsion Due Process Students with Disabilities.

A second reading and action to approve will be agendaized for the November 15, 2012 board meeting.

### **ENSURE THAT ALL STUDENTS WITHIN SMCS D REACH HIGH LEVELS OF ACHIEVEMENT**

#### **Grant Reports**

Superintendent Pitts provided an overview of each of the district's current grants provided by the Marin Community Foundation, to include:

- Pre K to 3
- Transforming Schools
- Arts

To a question from Trustee Ziegler, Superintendent Pitts explained what the Transforming Schools Grant covers and she clarified that the grant amount is \$388,000 for the 2012/2013 school year; the amount shown on the board memo is in error.



## CONSENT AGENDA

**M/s/c - Roll Call Ziegler/Thornton/ Ayes 5 Noes 0** to conduct a second reading of board policies/administrative regulations, and to approve the following consent agenda items:

- Minutes of the regular meeting of September 27, 2012
- Payments of Warrants
- Personnel Action Report
- Field Trip Report
- Williams Quarterly Report
- Board Policy 5131 Conduct
- Board Policy/Administrative Regulation 5145.7 Sexual Harassment.

## ADJOURNMENT

**Thornton/Ziegler/all** to adjourn at 6:55 p.m.

---

Signature/Date

---

Title

## FUTURE BOARD AGENDA ITEMS

API Report

Library Report

Grade Level or Program Report

Study Island Benchmark Assessment Results

## SAVE THE DATES

### Future District Meeting Dates

All meetings are held at the District Office, 200 Phillips Drive, Marin City at 7:00 p.m. unless otherwise noted. \*The first meeting date of each month will be allocated to additional special meetings on facilities issues, special meetings, community forum, etc. as needed. The only or second meeting date of each month will be allocated to regular board meetings.

November 15                      Third Thursday; one November meeting due to Holidays

December 6\*                      First Thursday    due to Holidays

December 13                      Second Thursday due to Holidays

### Future Charter School Board Meeting Dates

Meetings are open to the public and generally held on the school campus, 33 Buchanan Street, Sausalito. With the exception of the December meeting, meetings are held on the 3<sup>rd</sup> Wednesday of the month at 6:30 p.m.

### Upcoming Dates and Important Events

Please visit the District website [www.smcsd.org](http://www.smcsd.org)