

NATOMAS UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made as of the **2nd** day of August in the year **2017**, between the Natomas Unified School District ("District") and **DLR Group** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice; and

WHEREAS, the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the scope of services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Consultant shall commence providing services under this Agreement within one week of receiving authorization from the District and will diligently perform as required or requested by District as applicable. The term for these services shall expire on five weeks after work begins. This Agreement may be extended upon mutual written approval of both parties.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the scope of services in Exhibit A above, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - _____ Signed Agreement
 - _____ Workers' Compensation Certificate
 - _____ Fingerprinting/Criminal Background Investigation Certification
 - _____ Insurance Certificates and Endorsements
 - _____ W-9 Form
 - _____ Scope of Work
4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixty Five Thousand Dollars (\$65,000.00)** District shall pay Consultant according to the following terms and conditions:
 - 4.1 Payment for the Work shall be made for all undisputed amount within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.



5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

No expenses shall be allowable without the prior written approval of the District.
6. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees and shall defend and indemnify the District against any claim or liability for any such payments.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services, and Consultant shall defend and indemnify the District against any claim or liability based on unauthorized use of such materials or property.
10. **Pre-existing Proprietary Materials.** Consultant's pre-existing proprietary materials utilized to provide or facilitate the scope of services to the District shall remain the intellectual property of Consultant.
11. **Intellectual Property.** Consultant understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
 - 13.1 **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. Upon this termination, District shall only be liable to Consultant for services satisfactorily rendered to the date of termination,



and Consultant expressly waives and releases any claims for damages against District that could arise from such termination.

- 13.2 Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

- 13.3 With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Consultant; or

13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3. Consultant is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to the District for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 13.4** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Hazardous Materials.

- 14.1** Consultant shall not use, store, release or otherwise introduce on the Premises any substance, chemical, waste or other material that is identified as hazardous, toxic or dangerous in any Federal, State or local law or regulation (hereafter "Hazardous Material").

- 14.2** Consultant shall not damage, alter or otherwise affect any clay cap present on the Premises, if any.

- 14.3** Consultant shall be solely responsible for the complete cost of removal and/or remediation of any Hazardous Material spilled introduced by Consultant onto the Premises, and Consultant shall defend and indemnify District and its officers and employees from and against all claims or other liabilities therefore, in accordance with the indemnification provisions of this agreement.

- 14.4** Any sediment, debris, soil or material of any kind that is extracted by Consultant from the Premises shall not be stored onsite; rather the material(s) shall be disposed of by Consultant at an off-site government-approved location.

- 15. Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the



indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

16. Insurance.

16.1 The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

16.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

16.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits

16.2 Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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



- 16.2.3. An endorsement stating that the District and the City of Sacramento, and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
17. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
18. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising there from.
19. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
20. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
21. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).
23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performances.
- 24.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
25. **Limitations of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other



provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Attn: Doug Orr, Associate Superintendent
Natomas Unified School District
1901 Arena Blvd.
Sacramento, CA 95834

Attn: Virginia E. Marquardt, AIA
DLR Group
1050 20th Street Suite 250
Sacramento, CA 95811

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement supersedes any other written or oral agreement regarding the scope of services addressed by this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further acknowledge and agree that the performance of this agreement shall occur within the Sacramento County, State of California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



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

Natomas Unified School District

Date: _____, 20____

By: _____

Print Name: Doug OrrIts: Associate Superintendent**DLR Group**Date: July 27, 2017By: Virginia E. MarquardtPrint Name: Virginia E. Marquardt, AIAIts: Architect | Principal**Information regarding Consultant:**Consultant: DLR Group, Inc. (a California corporation) 94-3292360License No.: C33423Address: 1050 20th Street
Suite 250
Sacramento, CA 95811Telephone: 916-446-0206

Facsimile: _____

E-Mail: vmarquardt@dlrgroup.com**Type of Business Entity:**☐ Individual☐ Sole Proprietorship☐ Partnership☐ Limited Partnership☒ Corporation, State:☐ Limited Liability Company☐ Other: _____

Employer Identification and/or Social Security Number

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



WORKERS' COMPENSATION CERTIFICATION

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

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

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

Date:	July 27, 2017
Proper Name of Consultant:	DJR Group, Inc. (a California corporation)
Signature:	
Print Name:	Virginia E. Marquardt / AIA
Title:	Architect Principal

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



FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked:

[X] [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]

Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: 7/21/17
 District Representatives Name and Title: Jennifer Mellor, Facilities Planning Technician
 Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ Installation of a physical barrier at the worksite to limit contact with pupils.
- ☒ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. [TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]

Date: _____
 District Representatives Name and Title: _____
 Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subconsultant(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]

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

Date: July 27, 2017
 Name of Consultant or Company: DLR Group, Inc. (a California corporation)
 Signature: 
 Print Name and Title: Virginia E. Marquardt, AIA - Architect | Principal



EXHIBIT A

Scope of Services

1. **Scope of Work to be performed** (*attach separate sheet if necessary*)

[Please see attached proposal and related scope of work.]

Update to the 2014 Facilities Master Plan





Architecture Engineering Planning Interiors

1050 20th Street, Suite 250
Sacramento, CA 95811

July 7, 2017
July 27, 2017 - REVISED

Doug Orr, Associate Superintendent
dorr@natomasunified.org
Natomas Unified School District
1901 Arena Blvd.
Sacramento, CA 95834

Re.: Proposal for Architectural Services to Update the District Facility Master Plan

Dear Doug:

After your review and further discussion, DLR Group is excited at the opportunity to continue to serve Natomas Unified School District by updating the Facility Master Plan that we crafted in 2014 with the district to account for the projects being completed and anticipated within the district. We look forward to working with the district to develop this update to such an important document and are pleased to submit the following revised proposal:

1.0 Project Description

- 1.1 DLR Group prepared the current Natomas USD facility Master Plan that was Board approved on June 25, 2014,
- 1.2 FMP outlines recommendations for all district sites and makes recommendations for purchase and development of future school sites.
- 1.3 District needs to have the FMP updated to reflect ongoing changes within the district to the school sites, as well as anticipation of future needs, in preparation of a possible future bond measure for facilities.

2.0 Scope

- 2.1 Provide a new section to the FMP for a Celebration of accomplishments that will include lots of photographs and a thank you to the community for passaging the bond. Section will show the new district projects being done under the bond.
- 2.2 Section 1: About the District. Section shall be updated with regards to enrollments, school sites, etc.
- 2.3 Section 2: Stakeholder Engagement Process. Section to stay as originally prepared. No additional Stakeholder Engagement is desired.
- 2.4 Section 3: Strategic Plan. Provide a brief update at the end of the section. Add a new section here or at the end of the FMP for a Facility Financial Plan for each site that includes escalation costs over the next ten years. Financial plan to be developed by district with input from DLR Group and then formatted into section.
- 2.5 Section 4: Sites. This section will require the most updating and shall include:
 - 2.5.1 Site walk and review of site improvements at existing and proposed K-8 school sites only.
 - 2.5.2 Obtain project plans from district for all projects completed or in progress on each site since preparation of original FMP.
 - 2.5.3 Updates site plans, master plans and graphics.

- 2.5.4 Update photos to include photos of recently completed projects.
 - 2.5.5 Provide a comparison of what was originally planned, what was completed and what is left to complete, including any proposed new components.
 - 2.5.6 Update cost estimates for repair and new projects to show what was completed and what is left, with no detailed cost estimate updating.
 - 2.5.7 Updates to Heron, Jefferson, American Lakes and Bannan Creek to show what is required for those sites to programmatically match the district's K-8 Ed Specs. Site walks will be required for each.
 - 2.5.8 Add new Westlake Charter and Starr Academy campuses, as well as the future Paso Verde "coming soon" site.
- 2.6 District is interested in developing a video presentation of the master plan to highlight successes and individual site master plans and assisting in the process of development. For the purposes of this proposal we have not developed an optional fee for this item. We would like to discuss options and strategies and responsibilities to accomplish this task once we are engaged in the master plan update process. We can then develop an approach and a fee for this task if desired to be done by the district.
- 3.0 Professional Fees
- 3.1 DLR Group shall provide the above scope of services for a fixed fee of *Sixty-Five Thousand Dollars (\$65,000.00)* as defined below:
- | | |
|---|---------------------|
| 3.1.1 New Celebration Section | \$ 10,000.00 |
| 3.1.2 Section 1 update | \$ 4,800.00 |
| 3.1.3 Section 2 update | \$ 500.00 |
| 3.1.4 Section 3 update with facility financial plan | \$ 9,000.00 |
| 3.1.5 Section 4 update | \$ 38,200.00 |
| Sub-total | \$ 62,500.00 |
| Non-reimbursable expenses | \$ 2,500.00 |
| TOTAL FEES | \$ 65,000.00 |
- 3.2 Fee for a video representation of the FMP shall be negotiated later based on a scope to be determined.
- 4.0 Reimbursable Expenses
- 4.1 None included.
- 5.0 Schedule
- 5.1 We would propose to complete the FMP update within four (4) months of our notice to proceed.
- 6.0 Other Terms
- 6.1 The work under this proposal shall be invoiced monthly based on progress of the work. All invoices shall be due and payable within thirty (30) days of receipt.

Doug Orr
July 27, 2017 - Revised
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6.2 Additional work beyond the scope of services outlined herein shall be done upon written authorization of the district per DLR Group standard hourly rate schedule attached to the Master agreement

If you have any questions, please feel free to contact me at your earliest convenience. We look forward to continuing to work with you on this very exciting project.

Sincerely,
DLR Group



Virginia E. Marquardt
License No. C-33423
Architect | Principal
vmarquardt@dlrgroup.com

Attachments: DLR Group Standard Fee Schedule

Cc: Accounting

