

AGREEMENT

BETWEEN

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

AND

LIONAKIS

FOR

FACILITIES MASTER PLANNING SERVICES

APRIL 6, 2022

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AGREEMENT FOR MASTER PLANNING SERVICES

This Agreement for Master Planning Services is made as of April 6, 2022, between the TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT, a California public school district, ("District") and LIONAKIS ("Consultant") (collectively "Parties"), to provide the following services ("Services"):

The District seeks a variety of master planning services including: facilities assessment, space planning, enrollment projections, facilities management, meeting facilitation, conceptual design, preliminary cost estimating, and cost benefit analysis for options including changes of use, new construction, and remodeling. Consultants should have experience in facilities master planning for California education facilities and in facilitating innovative and collaborative solutions.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified Exhibits attached and incorporated by reference.
 - 1.1.2. **Consultant:** The Consultant identified in the first paragraph of this Agreement, including all sub-consultants to the Consultant.
 - 1.1.3. **District:** The Tahoe Truckee Unified School District.
 - 1.1.4. **DSA:** The Division of the State Architect.
 - 1.1.5. **Extra Services:** District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Consultant's Fee.
 - 1.1.6. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Consultant is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary to update the District Facilities Master Plan.

Article 2. Scope, Responsibilities, and Services of Consultant

- 2.1. Consultant shall render the Services described herein, in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Consultant's Services will be completed in accordance with the schedule as set forth in the schedule attached hereto as **Exhibit "C."**
- 2.2. Consultant shall provide Services that shall comply with professional standards, including the standard of care applicable to consultants preparing facilities master plans and applicable requirements of federal, state, and local law including, without limitation, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional

services hereunder shall be properly licensed as required by California law.

- 2.3. Consultant shall contract for or employ at Consultant's expense, Consultant(s) to the extent deemed necessary for completion of the Services(s) including, without limitation: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Consultant's use of any particular sub-consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Consultant under terms of the Agreement. Consultant shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Consultant shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.4. Consultant shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Services(s).
- 2.5. Consultant shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies including, without limitation, the California Department of Education, the Tahoe Regional Planning Agency, Town of Truckee, Placer County, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal, and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.6. Consultant shall take into consideration the Services provided will include obtaining local, state, and/or federal agencies' approval for on-site and off-site work related to the Services including review by regulatory agencies having jurisdiction over the project(s).
- 2.7. Consultant shall give efficient supervision to Services, using its best skill and attention.
- 2.8. Consultant shall prepare a final Facilities Master Plan that is digitally accessible, can be uploaded to the District's website, and complies with the United States American with Disabilities Act.

Article 3. Consultant Staff

- 3.1. The Consultant has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Consultant agrees that the following key personnel in Consultant's firm shall be associated with the Services in the following or similar capacities ***[Consultant must provide the information requested below. Key personnel identified are subject to the District's approval. Use a separate attachment, if necessary.]***

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect: Amber Whitmer

Structural Engineer: Lucas Jolly

Acessibility Specialist: Michelle Davis

Mech. & Plumb. Principal: Mike Minge

Electrical Engineer: Scott Wheeler

Civil Engineer: Anthony Tassano

Cost Estimator: Ryan Zuehlke

School Site and Community Outreach: Laura Knauss

Other: _____

- 3.3. Consultant shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Consultant. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Consultant shall have five (5) calendar days to remove that person and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Consultant represents that Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Consultant.

Article 4. Schedule of Services

Consultant shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance

with the schedule as set forth in **Exhibit "C"** unless otherwise mutually agreed to. Time is of the essence and failure of Consultant to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Consultant's or Consultant's sub-consultant(s)' reasonable control.

Article 5. Reserved

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Consultant for all Services contracted under this Agreement an amount equal to the following ("Fixed Fee"):

An amount equal to **Two Hundred Forty-Six Thousand Six Hundred Dollars (\$246,600)** based on the rates set forth in **Exhibit "D"**

The District shall pay Consultant the following fee for all reimbursables incurred in connection with providing the Services ("Reimbursables") an amount not to exceed **Twenty Thousand Dollars (\$20,000)**.

- 6.2. The District shall pay Consultant the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Consultant shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. The Consultant's Fee set forth in this Agreement or any Project Authorization(s) shall be full compensation for all of Consultant's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.5. Regardless of the structure of Consultant's Fee, the Consultant's Fee may be adjusted downward if the District reduces the Scope of Services of this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification and verification that the (1) claimed Extra Services were authorized in writing prior to being performed, and (2) Extra Services have been satisfactorily completed. The District will not be obligated to pay for such service if Consultant performs any Extra Services without the District's authorized representative's prior written authorization.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, without limitation, record drawings, specifications, estimates and other documents that Consultant or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.3. Consultant shall deliver to District, upon request, the name of the supplier of the software/hardware necessary to use the files.
- 8.4. Following the termination of this Agreement, for any reason whatsoever, Consultant shall promptly deliver to the District, upon written request and at no cost to the District, the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.4.1. One (1) set of the updates to the Facility Master Plan and other updates prepared under the Agreement, in hard copy, reproducible format.
 - 8.4.2. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by Consultant under the Agreement.
 - 8.4.3. Obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.5. In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant and its sub-consultants.

Article 9. Termination of Contract

- 9.1. If District at any time reasonably believes that Consultant is or may be in default under this Agreement, District may in its sole discretion notify Consultant of this fact and request written assurances from Consultant of performance of Services and a written plan from Consultant to remedy any potential default under the terms this Agreement that the District may advise Consultant of in writing. Consultant shall, within five (5) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Consultant's failure to provide such written assurances of performance and the required written plan, within five (5) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. If Consultant fails to perform Consultant's duties to the satisfaction of the District, or if Consultant fails to fulfill in a timely and professional manner Consultant's material obligations under this Agreement, or if Consultant shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate in whole or in part this Agreement, effective immediately upon the District giving written notice thereof to the Consultant. In the event of a termination pursuant to this subdivision, Consultant may invoice the District for all Services performed until the notice of termination, but the District shall have the right to

withhold payment and deduct any amounts equal to the District's costs because of Consultant's actions, errors, or omissions that caused the District to terminate the Agreement.

- 9.3. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Consultant may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination. District shall have the right to withhold payment and deduct from any amounts due Consultant amounts equal to the value of the District's costs incurred because of Consultant's actions, errors, or omissions in the performance of the Services.
- 9.4. Except as indicated in this Article, termination 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.
- 9.5. Consultant has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Consultant shall provide District written notice of any failure to fulfill its material obligations. District shall have 30 days from receipt of Consultant's written notice to fulfill its material obligations. Should District fail to cure any failure to fulfill its material obligations within that 30 day period, such termination shall be effective. Consultant may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Consultant's notice of termination.
- 9.6. If, at any time in the progress of the Services, the Governing Board of the District determines that the Agreement should be terminated, Consultant, upon written notice from the District of such termination, shall immediately cease Services. The District shall pay Consultant only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

Article 10. Indemnity/Consultant Liability

- 10.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Consultant shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the

event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs including, without limitation, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Consultant's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

Article 11. Conduct on Project Site and Fingerprinting

- 11.1. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language towards students, staff or public will not be allowed.
- 11.2. Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 11.3. Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1 and/or that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Consultant's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as Consultant's independent contractors. Consultant shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**) prior to commencing employment or participating on the Program and prior to permitting contact with any student.
- 11.4. For all workers on District property, Consultant shall comply with all applicable federal, state, and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, Consultant and

Consultant's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders. Consultant shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "G"**) prior to commencing employment or participating on the Program.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Consultant and shall render decisions so as to avoid unreasonable delay in the process of the Consultant's Services.
- 12.2. The District shall verbally or in writing advise Consultant if the District becomes aware of any fault or defect in the Services, including any errors, omissions or inconsistencies in the Consultant's documents. Failure to provide such notice shall not relieve Consultant of its responsibility therefore, if any.
- 12.3. The District shall provide to Consultant all information within its possession regarding the District's requirements for the Services as requested by Consultant.

Article 13. Liability of District

- 13.1. 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, without limitation, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by its employees, even though such equipment be furnished or loaned to Consultant by District.

Article 14. Nondiscrimination

- 14.1. Consultant agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Consultant shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Consultant shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "F."**

- 15.2. Consultant shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "F."**

Article 16. Covenant against Contingent Fees

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Consultant specifically acknowledges that in entering this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Consultant and any such assignment, transfer, delegation or sublease without Consultant's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

Article 21. Reserved**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, each party bears its own fees and costs.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Consultant shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Consultant performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Consultant understands and agrees that Consultant's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Consultant, or any employee or Consultant of Consultant, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability).

The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Consultant for the District, upon notification of such fact by the District, Consultant shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant or its employees of sub-consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Consultant

- 25.1. Consultant certifies that the Consultant is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Consultant certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Consultant certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Consultant is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Consultant agrees to fully comply with and to require its subconsultant(s) to fully comply with all requirements of the Prevailing Wage Laws to the extent they are applicable to the Services provided hereunder.

Article 26. Cost Disclosure - Documents and Written Reports

Consultant shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:
Tahoe Truckee Unified School District
 11603 Donner Pass Rd.
 Truckee, CA 96161
 ATTN: Jorge Rojas
 Email: jrojas@ttusd.org

Consultant:
LIONAKIS
 1919 Nineteenth Street
 Sacramento, CA 95811
 ATTN: Laura Knauss
 Email: Laura.Knauss@lionakis.com

Any notice personally given shall be effective upon receipt. Any notice sent by email shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, and to the extent the District's projects use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"), the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year. Project(s) may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Consultant, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBES in conjunction with the contract, and documentation demonstrating Consultant's good faith efforts to meet these goals.

Article 29. District's Right to Audit

- 29.1. District retains the right to review and audit, and the reasonable right of access to Consultant's and any sub-consultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Consultant's premises, of any and all records related to the Services performed and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Consultant complies with all requirements of this Agreement.

- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Consultant shall make available to the District for review and audit all accounting records and documents related to the Services performed and any other financial data. Upon District's request, Consultant shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's records and information related to the Services performed.

Article 30. Other Provisions

- 30.1. Reserved
- 30.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Consultant's failure to perform any of the Services furnished under this Agreement to the standard of care of the Consultant for its Services, which shall be, at a minimum, the standard of care of consultants performing similar work for California school districts in or around the same geographic area as the District.
- 30.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 31. Exhibits "A" through "G" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

LIONAKIS

Date: _____, 2022

Date: _____, 2022

By: Mrs. Carmen Diaz Glysels

By: _____

Title Superintendent/Chief Learning Officer

Title: _____

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSULTANT

Consultant shall provide all professional services necessary for completing the following:

A. SCOPE OF SERVICES

Preparation of Tahoe Truckee Unified School District Facilities Master Plan.

B. BASIC SERVICES

Consultant agrees to provide the Services described below:

1. Consultant shall be responsible for the professional quality and technical accuracy of the Facilities Master Plan, and all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant under the Agreement, as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of planning. Consultant shall track for District's benefit all such suggested and disclosed information.
3. Consultant shall coordinate with District representative, as applicable, to provide direction and planning to ensure the master plan and projects adhere to applicable environmental laws, regulations and requirements such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), Tahoe Regional Planning Agency, local air quality management district, and State of California and Regional Water Quality Control Boards.
4. The District shall provide information available that relates to Consultant's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the project site(s);
 - c. Written legal description(s) of the project site(s);
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - i. Surveys, reports, as-built drawings, record drawings; and
 - j. Subsoil data, chemical data, and other data logs of borings.
5. **Assessment of Needs.** Consultant shall perform a master plan level assessment of the project site(s) and all District facilities and identify any deficiencies in existing buildings, program and service areas, utility systems and infrastructure, telecommunications and health and safety conditions. Consultant shall identify and address needs for additional or renovated facilities to accomplish the District's educational initiatives.
6. **Technology Backbone.** Consultant shall perform a master plan level assessment of the technology backbone system. In creating the proposed plan of the technology backbone system, the Consultant shall work with the District to appropriately address its technology needs and concerns. Without limitation, facilities need assessments to include; network infrastructure recommendations (network capacity, bandwidth, server size and configuration, switching, security, service applications, and endpoint devices), systems upgrades, maintenance and support, and existing equipment life cycle analysis. Consultant(s) shall prepare and be responsible for documents prepared by the Consultant based on information provided by the District's technology consultant if any as appropriate.
7. **Reserved**
8. **District Standards.** Consultant shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
9. **Reserved**
10. **Mandatory Assistance.** If a third-party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, without limitation, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. DEVELOPMENT OF FACILITIES MASTER PLAN SERVICES

1. Initiation

Upon final execution of the Agreement with the District, Consultant shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, without limitation: interviews, data

collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating, and master plan level opinion of cost that are part of the Services. Consultant shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District.

- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Facilities Master Plan

Consultant shall prepare for the District's review the Facilities Master Plan as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Facilities Master Plan is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Services including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Consultant shall perform a master plan level assessment of the project site(s) and all District facilities and identify any deficiencies in existing buildings, program and service areas, utility systems and infrastructure, telecommunications and health and safety conditions. Consultant shall identify and address needs for additional or renovated facilities to accomplish the District's educational initiatives. Assessments shall include, without limitation, building roofing and envelopes, life safety systems, United States American with Disabilities Act compliance, pavement, fields, utilities, and infrastructure systems.

Services Excluded: Inventory of furniture, evaluation of conditions concealed by construction, destructive investigation, materials testing (soils, hazmat, etc.), and condition analysis of underground utilities.

- c. Identify and address needs for additional or renovated facilities to accomplish the District's educational initiatives, which shall include, without limitation, the following:
 - i. **Demographic and Enrollment Projections.** The District is currently working on an update of demographics and enrollment projections. The Consultant shall include the information provided by the District in the Facilities Master Plan and coordinate facility planning requirements such as; capacity utilization of existing facilities, planning for modernization or new construction, and attendance boundary analysis or redistricting.
 - ii. **Capacity and Utilization Study and Determination of Eligibility for State Funding.** A school site capacity study, including a full facilities inventory along with established State and local loading standards. Recommendations regarding maximum site sizes, possible school additions or new sites. An Office of Public School Constriction Eligibility Determination for growth and modernization programs, and assist the District with determining eligibility for State facilities funding.

- iii. **Facilities Equity Study.** A facilities equity study, analyzing and comparing teaching and support spaces between the school sites.
 - iv. **Develop Future Facilities' Needs.** Facilities needs assessments to include, without limitation, power outage generator backup infrastructure district-wide, Glenshire Elementary expansion, Alder Creek Middle School expansion, and North Tahoe High School CTE Sports program., and other facility needs as identified in the performance for the Services.
- d. Review DSA codes pertaining to the proposed Facilities Master Plan.
 - e. Identify issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
 - f. Administer Services as required to coordinate work with the District and among Consultants.

3. Development of Facilities Master Plan – Contents

The Facilities Master Plan must include the following contents:

- a. Clarify, conform or adjust the District's goals, objective and priorities as they relate to existing physical resources.
- b. Incorporate findings from Consultant's demographics and enrollment projections, the capacity and utilization study, and facilities equity study to define the physical resources required to sustain and/or to advance the District's mission, goals, objectives, and priorities.
- c. Describe and dimension the physical improvements in general terms to have a reasonable sense of purpose, size, and probable cost.
- d. Include individual site Facilities Master Plans, including recommendations for energy savings, incorporate deferred maintenance needs into each site.
- e. Express the physical requirements in a sequence that reflects the District's priorities and the realities of financing and phasing.
- f. Determine and coordinate the location of existing and future school improvements in order to achieve a functional, attractive, and comprehensive design.
- g. Consider a 7-year timeline and have a well-conceived physical framework for making the day-to-day decisions and a framework flexible enough to accommodate changing circumstances and conditions not foreseeable when the plan was formulated.
- h. Document, for those outside the District (auditors, donors, foundations, state and local agencies, corporations, friends, etc.), that the District's physical resources are well managed, and shall identify eligibility for state funding.

- i. Include a phasing plan and approximate capital cost for implementing the plan concept. The phasing plan shall prioritize the District's short-term and long-term needs, exploring community and joint use needs.
- j. Include specific research and recommendations on existing facility condition, space utilization, renovation, construction and replacement, vehicular traffic and parking, pedestrian circulation and access, landscaping, lighting, wayfinding signage, utility infrastructure, regulatory implications and other issues that emerge during the planning process.
- k. Include the goals of the planning process and explain how they support the vision and mission of the District.
- l. Structure so that it provides for the flexible and cost-effective implementation of its recommendations, accommodating changes in need, priority, and resources over time and include estimates of the cost and timing of its recommendations.

4. Cost Estimates

- a. Consultant shall have responsibility to develop, review, and reconcile the cost estimates for the Facilities Master Plan program, which shall include all costs associated with the recommended facilities additions and improvements as approved by the District. The following conditions apply to the Construction Budget prepared by the Consultant:
 - i. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - ii. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - iii. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - iv. Consultant shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the cost estimate.
 - v. Two weeks prior to submittal of documents, Consultant shall submit its proposed cost estimates to the District for review and approval. At that time, Consultant shall coordinate with the District to further develop, review, and reconcile the cost estimates.
 - vi. All consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimates.

- b. The accuracy of the cost estimates shall be the responsibility of the Consultant.

5. Deliverables and Numbers of Copies

- a. Consultant shall provide to the District:
 - a. Ten (10) hard copies of the Facilities Master Plan
 - b. One (1) copy in electronic PDF format,
 - c. One (1) digitally accessible, can be uploaded to the District's website, and complies with the United State American with Disabilities Act.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. MEETINGS / SITE VISITS / WORKSHOPS

1. Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Consultant shall chair, conduct, and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Consultant shall invite the District and/or its representative to participate in these meetings. Consultant shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Consultant shall always be prepared to answer questions and issues from District staff, site staff, community, and stakeholders, as applicable.
- b. Consultant shall maintain a log of all meetings, site visits or site observations, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative.
- c. As required, Consultant shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day and shall be held at the District office or at the project site(s), unless otherwise indicated.

3. Meetings During Initiation Phase (One (1) meeting(s))

- a. Within the two weeks following execution of the Agreement, Consultant shall participate in one (1) kick-off meeting to determine the intent, scope, budget and timetable, which shall encompass the following:
 - (i) Consultant, its appropriate consultant(s), and District staff shall attend the meeting.
 - (ii) The kick-off meeting will introduce key team members from the District and the Consultant to each other, defining roles and responsibilities.
 - (iii) During this meeting, Consultant shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Services.
 - (B) Review and explain the overall goals, general approach, tasks, work plan and procedures and deliverable products of the Services.
 - (C) Review and explain the scope of work and work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Consultant will prepare and provide meeting notes for District review and distribution.

4. Initial Site Visits (three (3) meetings)

- a. Consultant shall visit the project site(s) to complete a visual inventory and documentation of the existing conditions.
- b. Consultant shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Facilities Master Plan.

5. Meetings During Development of Facilities Master Plan (minimum thirteen (17) meetings)

- a. Consultant shall participate in two (2) public community information site meetings, one (1) at Lakeside and one (1) at Truckee to receive input from the community regarding its wishes and expectations regarding the Facilities Master Plan.
- b. Consultant shall conduct a minimum of six (6) additional meetings as requested by District.
- c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Facilities Master Plan.
- d. Consultant shall participate in up to five (9) Master-Plan steering committee meetings.

6. Reserved

7. Governing Board Meetings (two (2) meetings)

Consultant acknowledges that the District's Governing Board must approve all designs. Consultant shall, at the District's direction, attend District Governing Board meeting(s) and present the Consultant's Facilities Master Plan to the District's Governing Board for review and approval.

[END OF EXHIBIT]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

- A. The following Extra Services to the Agreement shall be performed by Consultant if needed and if authorized or requested by the District:
1. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."**
 2. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- B. Before preparing, providing, sending, or invoicing for extra deliverables, Consultant shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Consultant to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	Laura Knauss
Project Manager:	Brian Bell
Project Architect:	Amber Whitmer
Education Facility Planner:	Laura Knauss
Subconsultants:	n/a

- D. Consultant acknowledges that the District requires Consultant's invoices to include detailed explanations of the Extra Services performed.
- E. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

[END OF EXHIBIT]

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Consultant shall prepare and submit for approval to the District a Schedule of Services showing the order and milestones in which Consultant proposes to carry out Consultant's Services ("Schedule of Services"). The Schedule of Services must include the completion dates for all milestones and Services pursuant to this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important milestones, increments, and review dates. Consultant shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District with each monthly billing.
- B. Consultant's Schedule of Services must meet the duration provided in this subsection B and is subject to the District's review and approval for conformance with the District's required milestones and completion dates. Consultant shall provide its proposed Schedule of Services within seven calendar days (7) of this Agreement's execution. The District shall have seven calendar days (7) to review, approve, and/or comment on and return Consultant's proposed Schedule of Services. Consultant's Services must be completed **by October 31, 2022.**
- C. The duration stated above include the review periods required by the District.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred solely as a result of the District's inability to comply with requested meeting schedules, Consultant shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

[END OF EXHIBIT]

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Consultant as provided herein shall be full compensation for all of Consultant's Services incurred in the performance hereof including, without limitation, all costs for personnel, per diem expenses, travel and related expenses, offices, computers and peripherals, printers, fax machines, photocopy equipment, photocopies and related reproductions and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation of **\$246,600 (Two Hundred Forty-Six Thousand Six Hundred Dollars)** to Consultant shall be as stated in Article 6 of the Agreement.
3. District shall approve and pay Consultant based on the percentage of completion of the Services contracted for under this Agreement:

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Consultant shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Consultant shall submit to the District for approval a copy of the Consultant's monthly pay request format.
4. Upon receipt and approval of Consultant's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice.

[END OF EXHIBIT]

March 18, 2022

Mr. Jorge Rojas
Director of Facilities, Maintenance and Operations
Tahoe Truckee Unified School District
Via e-mail: Jorge Rojas jrojas@ttusd.org

Re: Fee Proposal for Districtwide Facilities Master Plan

Dear Jorge:

Lionakis is pleased to submit our fee proposal for the Districtwide Facilities Master Plan (FMP) for Tahoe Truckee Unified School District. Based on our preliminary site tours, as well as a follow-up scope conversation, we believe this proposal reflects the District's expectations for the project.

DESCRIPTION OF PROJECT

We have proposed master planning for the entire District; however, it is expected that certain facilities will require a more robust community engagement effort. The attached workplan with associated fees reflects that effort. Additionally, we understand that the District would like to complete the FMP prior to the end of 2022. The following sites have been identified for study:

- Alder Creek Middle School
- Glenshire Elementary School
- Truckee Elementary School
- Truckee High School
- Donner Trail Elementary School
- North Tahoe High School
- Tahoe Lake Elementary School
- Kings Beach Elementary School/Boys & Girls Club
- Rideout Elementary School
- PCOE Community School
- Cold Stream Alternative
- Sierra High School
- District Office (DO)
- Transportation, Maintenance & Operations (TMO)

SERVICES

The attached workplan outlines the expected tasks along with estimated hours/fee for those tasks.

CLARIFICATIONS

Lionakis' services shall be limited to those expressly set forth in this proposal. If scope of work or deliverables is not specifically listed they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

CONSULTANTS

We will utilize the following consultants for this project:

- | | |
|---------------------------|----------|
| a) Architecture | Lionakis |
| b) Structural Engineering | Lionakis |
| c) Civil Engineering | Warren |

- | | |
|---------------------------|------------------------|
| d) Electrical Engineering | Engineering Enterprise |
| e) Mechanical/Plumbing | Capital Engineering |

COMPENSATION

We propose to perform these professional services in conjunction with the information and scope of work described above for a **fixed fee of \$246,600**. If this proposal meets with the approval of Tahoe Truckee USD, please issue your standard agreement for signature.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage and handling and delivery of Instruments of Service. Reimbursable expenses are not expected to exceed **\$20,000**.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Brian Bell if you require any more information.

Sincerely,



Laura Knauss, AIA, LEED AP, ALEP
Principal

Task	Architecture Lionakis	
	Fee	Hours
1 Data Collection	\$ 14,000	80
1.01 Receive Existing Plans (In Process) and Develop Base Drawings		80
1.02 Receive Room Assignment/Campus Map		0
1.03 District to Provide Current School Enrollment/Desired Capacity		0
1.04 Receive Master Schedule/Room Assignment		0
2 Condition Assessment*	\$ 25,900	148
2.01 Drawing Review of Existing Facilities Master Plan, Drawings and Recent Improvements		24
2.02 Site Tours - Maximum four days (with sub-consultants) Matterport photos as required		64
2.03 M & O Meeting: Sub-consultant team on systems/utilities needs (include trip with site tours above)		0
2.04 Document with Narrative and Annotated Plans as Needed		60
3 Facilities Master Planning Meetings	\$ 55,300	316
3.01 Progress Meetings (Facilities Team) - Total of 6 Meetings; all Virtual + Prep and Meeting Minutes		36
3.02 Planning Sessions - Facilities Master Plan Committee (3 Meetings; 3 Trips) Meetings (3): Listen, Iterate/Refine, Present Alternatives		48
Meeting Prep		24
Document, review, refine		48
3.03 Site Based Planning Sessions - (12 Meetings; 7 Trips) Two meetings each at Alder Creek MS and Glenshire ES (Total of 4; Two Trips)		32
One meeting each: Truckee ES, Truckee HS, Donner Trail, North Tahoe HS, Tahoe Lake ES, Kings Beach ES (Total of 6; 3 Trips)		48
One meeting, District level: Rideout, Community School, Coldstream and Sierra HS		16
One meeting, District level: District Office, Transportation (TMO) and Vacant Sites		16
3.04 Community Meetings - (2 Meetings, 2 Trips) Meetings (2)		32
Meeting Prep		8
Document Action		8
3 Master Plan Documentation	\$ 43,400	248
3.01 Develop Conceptual Site Master Plan; Test and Fit Conceptual Building Program including Capacity Analysis		16
Conceptual Floor Diagrams		40
Graphics: Space Inventory; Classroom Utilization; Condition Assessment		40
Develop 3D Implementation Diagrams - Phasing		36
Develop Inspirational Imagery for Campus Vision		16
Develop Master Plan Document		60
3.02 Conceptual Schedule		16
3.03 Budget Model and Assumptions; Meet with Estimator		8
3.04 Narrative summary of findings from Structural, Mechanical, Electrical, Plumbing and Civil Engineers Site Diagram with Utility Infrastructure, Path of Travel and Site Circulation Issues		16
	\$ 138,600	792
	Lionakis (1)	
Sub-Consultant Services (* Sub-Consultant Scope Limited to Task 2)	\$ 108,000	
Civil Engineering	20,000	
Mechanical/Plumbing	20,000	
Electrical	20,000	
Structural Engineering (Drawing Review Only; No Site Tours)	8,000	
Conceptual Cost Modeling	40,000	
Total	\$ 246,600	

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 22-00-03 between the Tahoe Truckee Unified School District ("District") and LIONAKIS ("Consultant") for Master Planning services for Facilities ("Agreement" or "Project").

The undersigned does hereby certify to the Governing Board of the District that I am a representative of the Consultant entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

- ☐ Consultant's scope of work pursuant to this Agreement is either (i) at an unoccupied school site and no employee of Consultant and/or subconsultant will come in contact with the District pupils, or (ii) if employees of Consultant and/or subconsultant interacts with pupils, such interaction will only take place under the immediate supervision and control of the pupil's parent or guardian or school employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant services performed under this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District that the District will take appropriate steps to protect the safety of any pupils that may come in contact with employees of Consultant and/or subconsultant.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subconsultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of employees of Consultant and of all of its subconsultants who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subconsultants' employees have not been convicted of a felony as defined in Government Code Section 45122.1.
- ☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Consultant's responsibility for background clearance extends to all of its employees, subconsultants and employees of subconsultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor/Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "F"

INSURANCE REQUIREMENTS

- A.** Consultant shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, his agents, representatives, employees and consultant(s). Consultant's liabilities including, without limitation, Consultant's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability.** One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employer's Liability.** For all of the Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect, employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) aggregate limit subject to no more than Two Hundred Thousand Dollars (\$200,000) per claim deductible.
 6. **Umbrella or Excess Policies.** Umbrella or Excess policies are acceptable where the need for higher liability limits are noted above and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers'

Liability, and any other liability coverage (other than Professional Liability) designated in this Exhibit F.

7. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided and continue through completion of construction plus at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

The District reserves the right to modify the limits and coverages described herein.

C. Deductibles and Self-Insured Retention: Consultant has informed District that it maintains a Two Hundred Thousand Dollar (\$200,000) deductible for its commercial general liability and professional liability insurance policies. District is not responsible for paying any policy deductible including on those policies the District is named as an additional insured on Consultant's insurance policies. Consultant is solely responsible for paying any and all deductible amounts including, without limitation, claims against District as an additional insured, on any claims made for which Consultant's insurance policies are provided pursuant to this Agreement.

D. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; Instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the Services, Consultant's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and shall not contribute with it. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional

Insureds.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
6. If Consultant normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

E. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Consultant shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Consultant to procure insurance from another insurer.

F. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Consultant shall furnish District with the documents identified below. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including any and all endorsements by this Agreement, at any time.

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

[END OF EXHIBIT]

EXHIBIT "G"
COVID-19 VACCINATION/TESTING CERTIFICATION

Master Planning Services Consultant ("Consultant"): LIONAKIS

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

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

has verified that Consultant personnel providing services at District's Project site(s):

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

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

CERTIFICATION

I, _____,
certify that I am Consultant's _____ and
that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____
Name of Firm: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT