

ARCHITECTURAL SERVICES CONSULTING AGREEMENT

THIS AGREEMENT (Agreement) between SANTA BARBARA UNIFIED SCHOOL DISTRICT (District) and LPA, Inc. (Consultant) is made in reference to the following facts:

- A. District wishes to engage the Consultant to provide services for creation of District's comprehensive Facilities Master Plan (FMP); and
- B. District is authorized to enter into this Agreement pursuant to the authority contained in Government Code section 53060, Education Code section 35160 and such provisions of law as may be applicable; and
- C. District hereby finds that the Consultant possesses the training, experience and competence to perform the services necessary for production of the FMP provided by this Agreement.

NOW THEREFORE, the parties to this Agreement mutually agree to as follows:

- 1. Consultant shall serve as the Consulting Architectural Firm to the District and provide services at the direction and request of District by and through the Superintendent/designee and the Board of Education. The Consultant is designated to perform said services relating to creation of District's Facilities Master Plan, which services compose Task 1, Items A through H as detailed in section 2(b), below, to efficiently carry out the services to be rendered hereunder. The Consultant's Principal primarily responsible for the oversight of the contract terms and company performance shall be Jon Mills. Such services include but are not limited to:
 - (a) Advice and counsel regarding the approach, process, scheduling, analysis, organization, presentation and adoption of the FMP.

- (b) Attendance at meetings upon request and as necessary to complete the FMP, including regular and special meetings of the Board of Education, and District FMP steering committee. Proposed meetings are identified in the Facilities Master Plan – Proposed Program Schedule, attached here to as Attachment “A”.
- (c) Facilitate meetings for interaction of committees and stakeholder input including District wide FMP committee, school site committees, program focus groups, staff interviews and surveys, student organizations, community town hall and other outreach. Provide summary and feedback data throughout the process.
- (d) In addition to meetings listed in Attachment “A”, Consultant shall complete activities relating to committees and stakeholder input. A model for this service is depicted on the POTENTIAL COLLABORATION DIAGRAM, attached here to as Attachment “B”. Activities to be included and provided shall be clarified in initial planning meetings with Consultant and District.
- (e) Perform site assessments and analysis for complete evaluation facilities using Consultant’s staff and other sub-consultants.
- (f) Provide deliverables necessary to establish and communicate the Education Program Vision, Facilities Needs Assessments, and Implementation Planning.
- (g) Develop Educational Specifications.
- (h) Integrate Districts goals articulated in District’s Strategic Plan and other relevant District policy.
- (i) Provide costs estimates and prioritization.
- (j) Develop and present draft and final Facilities Master Plan
- (k) Other services as requested by District may be added by mutual agreement and written authorization of the District.

2. Compensation:

- (a) In consideration for the rendition of such services, Consultant shall be compensated a Not to Exceed Sum of \$ 284,250 (Two Hundred and Eighty-four thousand, two hundred and fifty dollars).
- (b) The NTE Sum provides a budget for Task 1, Items A through H, forming the whole of the FMP consulting service itemized as follows:

A.	Review & Evaluation	\$ 10,000
B.	Demographics & Capacity Analysis	\$ 19,250
C.	Facilities Needs Assessment	\$ 65,000
D.	Educational Program Standards	\$ 45,000
E.	Technology Plan	\$ 30,000
F.	Site Diagrams & Implementation Planning	\$ 75,000
G.	Development of Digital Database	\$ 25,000
H.	FMP Deliverables	\$ 15,000
	Total, Not to Exceed Sum	\$284,250

The following are optional Consultant Team Services which may be added to the Not to Exceed Sum by written authorization of the District.

Historic Resource Study	\$35,000
Energy Use Analysis	\$30,000

- (c) Budget amounts for Task 1 are intended to provide the District with reasonable fiscal controls as well as fairly compensate Consultant for the services anticipated to be performed. District and Consultant shall evaluate work performed by other consultants relative to the FMP process, and may adjust Items to be completed by Consultant in Task 1 as appropriate.
- (d) Consultant shall provide monthly billing to the District for services completed through the end of each prior month. Billing shall track percentage of completion of each of the Items A-H in 2(b) above, and the percentage of the Not to Exceed Sum. Billings shall indicate total hours of each staff classification. Billing for Items A-H may vary from than the amount budgeted per item, however in no case shall the total of Consultant's billings be greater than the Not to Exceed Sum. Billings shall be based upon the following Hourly Rate Schedule. Hourly Rates are set for the term of the Agreement specified in 2(k).

Principal	\$215.00
Senior Managing Partner	\$195.00
Senior Project Director	\$180.00
Project Director	\$165.00
Senior Project Manager	\$150.00
Managing Professional	\$140.00
Senior Professional	\$125.00
Professional	\$115.00
Professional Staff	\$105.00
Intermediate Staff	\$ 95.00
Staff	\$ 85.00
Support Specialist	\$ 75.00
Clerical Staff	\$ 70.00
Intern	\$ 60.00

- (e) In addition to the FMP fees to be paid hereunder, District shall reimburse Consultants for all actual costs and expenses as approved by the District, estimated to add approximately 10% to the Not to Exceed Sum. Reimbursable expenses include costs for reproduction, plotting, express mailing, delivery charges, travel, and overhead on consultant invoices. These expenses are invoices as incurred at cost times a 1.10 rate until the Maximum Allowance is reached. The Maximum Allowance is \$28,425. District shall reimburse for local mileage within the greater Santa Barbara area only, with no mark up added.
- (f) District shall promptly pay Consultants' monthly statements, subject to the limitations set forth herein, in accordance with its customary and usual business practices.
- (g) Any additional changes in the hourly rates and/or expense items specified in the Agreement must be approved by the District.
- (h) Consultant is insured for the following risks:

Professional Liability:	\$1 Million maximum per claim and policy Aggregate
General Liability:	\$1 Million per occurrence / \$2 Million in aggregate
Auto Liability:	\$1 Million per occurrence
Worker's Compensation:	As required by State with \$1,000,000 limits

Consultant shall provide District with Certificates evidencing coverage for all policies.

- (i) It is expressly understood and agreed by both parties that Consultants, while engaged in and carrying out the terms and conditions of this Agreement, are independent contractors and not employees of the District.
- (j) Standard of Care: Consultant is a licensed professional architect and agrees that the services to be provided pursuant to this Agreement shall comply with professional architectural standards and meet all applicable requirements of federal, state, and local laws, rules, regulations and ordinances applicable and in effect at the time the services are rendered.
- (k) The term of this Agreement shall be upon approval by the Board of Education and execution by Signature below, through March 2015, unless earlier terminated by thirty (30) days written notice to the other party.
- (l) If no notice of termination is provided by either party during the term of this Agreement, it may be carried over from year to year.
- (m) District's Termination for Convenience: The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District's obligation shall be limited to making payment to Consultant for the actual services already provided through the date of termination at the rates specified herein plus costs incurred prior to termination.
- (n) Attorney's Fees: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

3. Execution of Agreement

(a) By execution of this Agreement on behalf of the District by the District Superintendent, District represents that approval therefore has been duly obtained and granted by the Board of Education.

(b) The Parties herein agree this contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

SANTA BARBARA UNIFIED SCHOOL DISTRICT (District)

Dated: _____

By: Dr. David Cash, Superintendent

720 Santa Barbara Street, Santa Barbara, CA 93101

LPA, Inc. (Consultant)

Dated: _____

By: Robert O. Kupper, CEO

5161 California Street, Suite 100, Irvine, CA 92617

(949) 261-1001



create value / schedule

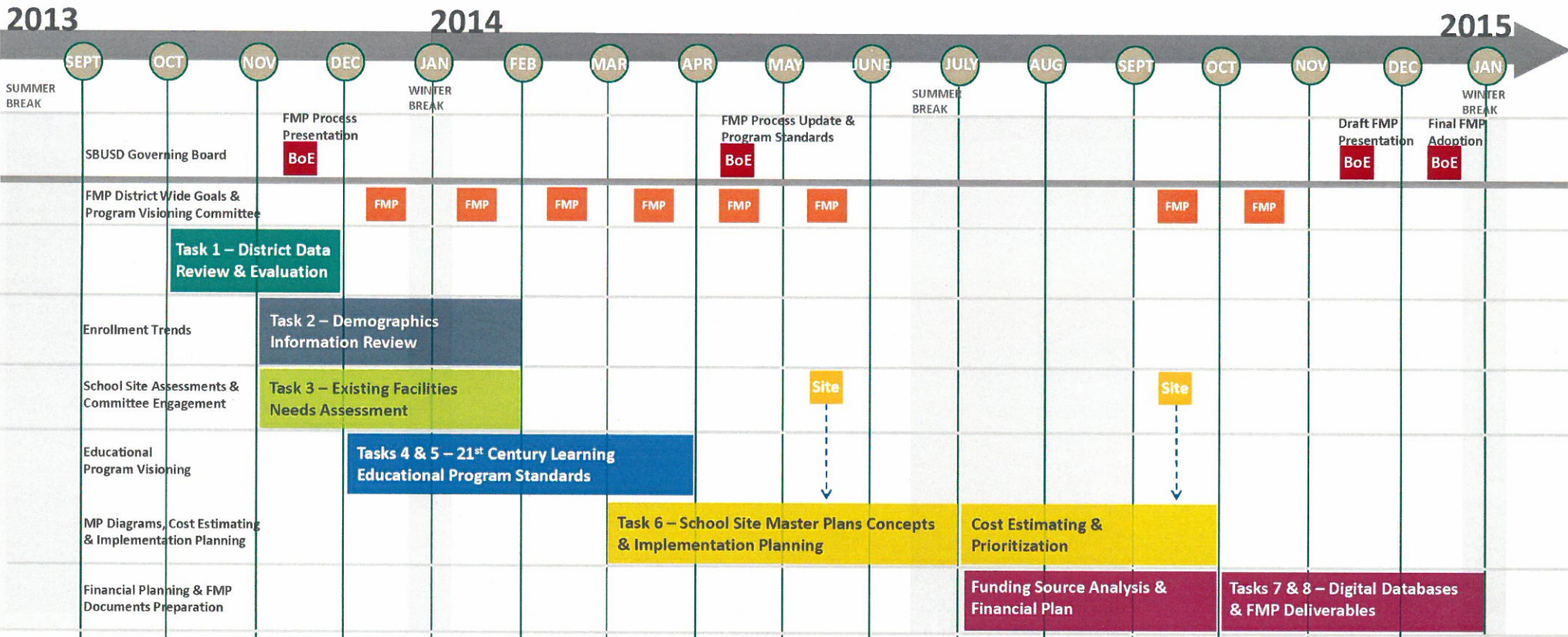
ATTACHMENT "A" TO ARCHITECTURAL SERVICES CONSULTING AGREEMENT

SBUSD - LPA, INC
11/26/2013

Santa Barbara Unified School District

Facilities Master Plan – Proposed Program Schedule

TIMELINE 2013-2014



KEY

- FMP** Facilities Master Plan Committee
- BoE** Meet with SBUSD Governing Board
- Site** School Site Community Townhalls

PROPOSED MEETINGS

Board of Education
(1) November, 2013
FMP Process
(1) April, 2014
Ed. Spec's Vision
(2) Nov & Dec, 2014
Present Master Plan
4 TOTAL Meetings

Facilities Master Plan Committee
(Meets Once Per Month for Duration of FMP Process)
8 TOTAL Meetings

School Site Community Townhalls
13 Elementary Schools
3 Charter Schools
9 Secondary Schools
22 SITES Total

Mtg #1 – Process Orientation, Educational Vision, Draft Site MP's
Mtg #2 – Finalize School Site MP's & Prioritize Improvements

ATTACHMENT "B" TO
ARCHITECTURAL SERVICES CONSULTING AGREEMENT

SBUSD - LPA, INC
11/26/2013



inter+act / committees & stakeholder input

POTENTIAL COLLABORATION DIAGRAM

