

**BERKELEY UNIFIED SCHOOL DISTRICT  
MEASURE G  
REQUEST FOR QUALIFICATIONS (RFQ)  
ARCHITECTURAL SERVICES**

**NOTICE IS HEREBY GIVEN** that the Berkeley Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full architectural planning and design services for the projects at its several school campuses ("Project(s)").

Respondents to this RFQ should mail or deliver five (5) bound copies and one (1) electronic copy on CD or flash drive of their Statement of Qualifications ("SOQ"), as further described herein, to:

**JOHN CALISE, EXECUTIVE DIRECTOR OF FACILITIES  
BERKELEY UNIFIED SCHOOL DISTRICT  
1720 Oregon Street  
Berkeley, CA 94703**

**ALL RESPONSES ARE DUE BY 2:00 P.M., ON September 17, 2020.** Any SOQ received after that date and time will not be accepted and will be returned unopened.

Mark envelope: "Statement of Qualifications for Architectural Services." Faxed or emailed responses will not be accepted. Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFQ.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFQ please email [johncalise@berkeley.net](mailto:johncalise@berkeley.net) and copy maria@k12schoolfacilities.org before 5:00 p.m. on September 3, 2020. Questions must be submitted in writing.

**RFQ RESPONSE SCHEDULE SUMMARY:**

The District reserves the right to change the dates on the schedule without prior notice.

<b>DATE</b>	<b>EVENT</b>	<b>TIME DEADLINE</b>
8/17	Release and advertisement of RFQ.	
8/27	Preproposal meeting via Zoom MARIA DENNEY is inviting you to a scheduled Zoom meeting.  Topic: BUSD RFQ Architectural Services Time: Aug 27, 2020 01:00 PM Pacific Time (US and Canada)  Join Zoom Meeting <a href="https://zoom.us/j/91591300806?pwd=T2ljV0UvV3dJUXJWZ2xsd1BnTkVpQT09">https://zoom.us/j/91591300806?pwd=T2ljV0UvV3dJUXJWZ2xsd1BnTkVpQT09</a>  Meeting ID: 915 9130 0806 Passcode: 794718 One tap mobile +16699006833,,91591300806#,,,,,0#,,794718# US (San Jose) +12532158782,,91591300806#,,,,,0#,,794718# US (Tacoma)  Dial by your location +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 301 715 8592 US (Germantown) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) Meeting ID: 915 9130 0806 Passcode: 794718 Find your local number: <a href="https://zoom.us/u/aeGNAjwOVr">https://zoom.us/u/aeGNAjwOVr</a>	1:00 p.m.
9/3	Deadline for submission of written questions to District concerning RFQ.	5:00 p.m.
<b>9/17</b>	<b>Deadline for all submissions in response to RFQ.</b>	<b>2:00 p.m.</b>
Week of 9/28	Interviews, if any, of short-listed firms.	

## **I. BACKGROUND AND OVERVIEW**

The Berkeley Unified School District ("District") is seeking Statements of Qualifications ("SOQ") from experienced entities and proven design professionals to provide full architectural services ("Project Architect") through the design and construction phases of the planned future construction and/or modernization projects at its several school campuses and support facilities ("Project(s)").

The Berkeley Unified School District is responsible for educating more than 9,400 individual students in 11 public elementary schools, 3 middle schools, one comprehensive high school, and an alternative high school. In addition, the district has 3 preschool facilities and an Adult School serving several thousand students each year. With a tradition of excellence rooted in a vibrant community, Berkeley Unified alumni have become national and international leaders in business, civic society, politics, academia, sports and the arts. Students and staff in Berkeley Unified come from a wide variety of ethnic and socioeconomic backgrounds, surrounded by one of the most intellectually and culturally rich regions in the United States. In March 2020 the citizens of Berkeley approved \$380 million Measure G Facilities Bond.

This RFQ defines the design services sought from the Project Architect and generally outlines the Project requirements. At this time the District is requesting only qualifications from respondents interested in being considered for architectural services for the District's projects. Based upon the information presented in the SOQs, the District's selection committee will create a pool of qualified firms may be selected for future consideration to provide architectural services for certain projects. The selected firms will be requested to respond to a request for proposals, at which time they will develop a detailed scope of services, proposed fee and schedule.

Potential projects may include:

- Education Specifications
- Design Standards
- Solar
- Theater Renovation
- Seismic Upgrade
- Parking Structure
- Landscape Architecture
- Modernization
- Career Tech

Measure G Bond information: <https://www.berkeleyschools.net/2020-bond/>

### **A. LIMITATIONS**

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ if it is found to be in the best interest of the District. The award of the contract pursuant to this RFQ, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ.

SOQs and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any SOQ.

## **B. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQ. No respondent shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability, in any consideration leading to the award of contract.

## **C. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ.

## **D. POOL OF QUALIFIED APPLICANTS AND RECERTIFICATION**

The District will maintain a pool of qualified architectural firm applicants. Requests for recertification may be sent out by the District every two (2) years. Firms who do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District's sole discretion, as the District determines the need for additional services.

## **II. SCOPE OF SERVICES**

The Scope of Services includes full architectural services through the design and construction phases of this Project. The Scope of Services shall also include preparation of a program/space allocation and Project budget for the facility. The Project Architect will also meet, as needed, with District Facilities staff, neighborhood organizations, and upper level District administrators for programming guidance. The District adheres to the Collaborative for High Performance Schools (CHPS) Best Practices standards. The Scope of Services

provided by the Project Architect shall incorporate the CHPS criteria and best practices, to the extent feasible.

### **III. CONTRACTUAL REQUIREMENTS**

Selected firm(s) must be able to execute the District's standard agreement. (A Copy of the District's Agreement for Professional Services is attached to this RFQ as Exhibit "A.") Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the agreement and must agree to the indemnity and insurance provisions contained in the District's standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard agreement.

### **IV. CONFLICT OF INTEREST**

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

### **V. ASSIGNMENT**

Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

### **VI. STATEMENT OF QUALIFICATIONS**

#### **A. SUMMARY OF REQUIRED QUALIFICATIONS**

The Scope of Services includes full Architectural services for the relevant Project(s). Extensive experience with the Office of Public School Construction ("OPSC"), Division of State Architect ("DSA"), and Title 24 of the California Code of Regulations is **mandatory**.

#### **B. FORMAT REQUIREMENTS**

Firms submitting SOQs in response to this RFQ must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed twelve (12) readable pages, not including the cover letter, table of contents, divider tabs, resumes, samples of work, and fee schedules. Each SOQ shall include a Front Cover stating the following: "Statement of Qualifications for [FIRM NAME] for Architectural Services in Response to Berkeley Unified School District's RFQ."

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled "**Cover Letter**", the second tab entitled "**Business Information**", etc.).

**Provide five (5) bound copies and one (1) electronic copy of the Statement of Qualifications.**

The electronic copy will only be accepted via flash drive or CD in the following programs: Microsoft Office Suite or PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

## **C. SOQ CONTENT REQUIREMENTS**

### **1. COVER LETTER** (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the architectural services company. If the architectural services company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent must include the follow statement: *"[INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] received a copy of the District's form of Architectural Services Agreement ("Agreement") attached as Appendix "A" to the RFQ. [INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] has no objections to the use of the Agreement."*
- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Respondent shall sign and add the following language: *"By virtue of submission of this Statement of Qualifications, [INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] declares that all information provided is true and correct."*

### **2. BUSINESS INFORMATION**

- Company name.
- Address.

- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support.)
- Location of office where the bulk of services solicited will be performed.
- State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.
- Provide Iran Contracting Act Certification. (See **Attachment B.**)

### **3. PROJECT APPROACH AND RELEVANT QUALIFICATIONS**

- Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) school projects awarded in the last five (5) years. Include at least two (2) examples of school facility modernization projects.
- Describe your firm's approach to quality control/assurance procedures, including coordination of design disciplines and DSA final certification.
- Describe the approach to conformance with Federal/State/Local applicable code requirements.
- Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
- Describe how your firm has incorporated the use of energy savings in design and your experience with sustainable design, LEED and CHPS in the context of similar facilities.

- Describe your experience with pre-checked designs, giving specific project details.
- Describe your experience with lease/lease-back projects.
- How does your firm approach modernization projects versus new construction projects?
- Describe your experience with DSA and working within the DSA processes.
- Describe your experience with the Commissioning process.
- Describe your experience with community involvement process.

#### **4. RELEVANT PROJECT EXPERIENCE AND REFERENCES**

- Provide information about prior services furnished/designs prepared by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects. Include the last five (5) K-12 educational projects your firm has designed that have been completed, including whether projects were closed out with DSA successfully. a list of the following for each project:
  - district name and name of contact person, title, telephone number, and email address to be contacted for a reference
  - project name and location
  - beginning and end dates of project (i.e., Notice of Completion and DSA final certification)
  - square footage
  - main program elements
  - original budget, bid amount & final amount at close-out
  - number of RFI's and Change Orders of each project
  - briefly state relevance of projects included for consideration in this RFQ
  - specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association)
  - key individuals of the firm involved and their roles in the project
  - any sub-consultants that worked with the firm
  - Reference all projects adhering to CHPS criteria your firm has worked on.



- Identify any and all K-12 educational projects that have not been closed-out by DSA and provide explanation.

## **5. PROJECT TEAM SUMMARY**

- Identify key team members, including sub-consultants, and state their qualifications relevant to programming services and the scope of this project. Include current fee schedule per hour for proposed firm members(s) and prospective subcontractors.
- Each SOQ must include evidence that the architectural services company is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.
- It is important that individuals who are proposed in the SOQ are the same individuals that attend the interview and who will work on the designated project.

## **6. LITIGATION HISTORY**

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A SOQ failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

## **7. FEE PROPOSAL**

Provide a fee proposal. Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

A form of the Agreement has been distributed with this RFQ as Appendix "A." The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and selected firm, which Any proposed changes to the form of Agreement will have to be identified prior to the interview phase as will be indicated by the District as changes will not be entertained after the selection process is complete.

## **8. APPENDIX**

- Firm brochure/history/background, reprints, etc.
- Key team member resumes
- Objections to District's form of agreement, reasonably described and including proposed change(s).

## **VII. SELECTION PROCESS**

A Selection Committee will evaluate all submissions. Each SOQ must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's Committee will choose qualified firms to be interviewed and then potentially selected to be part of the District's pool. The pool will go to the Board of Education for approval as possible firms to be selected for projects. At the District's discretion, the selected firms may be requested to respond to a request for proposal, at which time they will develop a detailed scope of services and fee schedule.

### **A. EVALUATION CRITERIA**

The SOQ will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ, including, without limitation:

#### **1) Firm Qualifications**

- a) Location of office and accessibility to the projects.
- b) Reputation of the firm.
  - i) Satisfaction of previous clients (client relationships).
  - ii) Timeliness of work and ability of the firm to meet schedules.
  - iii) Accuracy of cost estimates.
- c) Current commitments and ability of firm to handle several simultaneous projects.
- d) Level of construction administration services, which are provided by the firm and its consultants during construction.
- e) Capacity and commitment to provide services to client.
- f) Project Architect's knowledge of applicable state regulations.

#### **2) Design Qualifications**

- a) Experience in planning, design, and administering the construction of public school renovation and repair projects.

- b) Use of energy savings and value engineering in design.
- c) Knowledge of CHPS criteria and best practices.
- d) Change Order experience.
- e) Knowledge of state laws, the American with Disabilities Act, and other governmental requirements for elementary schools.
- f) Experience in data communication systems used in schools.
- g) Project Architect's experience in successful and timely approval of firm's projects through all state and local regulatory agencies.
- h) Ability to assist with preparing and/or modifying Education Specifications as required by the State agencies and the District's design committee.
- i) Experience with construction cost reduction measures such as, but not limited to, re-use of design plans and construction design.

## **B. INTERVIEWS**

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District's selection committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. **Any comments or objections to the form of Agreement attached hereto as Appendix "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.**

Following the interviews, it is expected that the selection committee will make recommendations to District staff regarding selected firms to be part of the District's pool. As services are needed for specific projects, firms from the selected pool will be requested to submit a more detailed fee and services proposal, at which time they will develop a detailed scope of services, proposed design fee and schedule.

## **C. DISTRICT INVESTIGATIONS**

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request an architectural services company to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the Selection Committee's discretion, firms may be asked to arrange a tour of a representative facility which they have been responsible for.

## **D. FINAL DETERMINATION AND AWARD**

The District reserves the right to contract with any entity responding to this RFQ for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any SOQ as non-responsive, and/or not to contract with any architectural services company for the services described herein. The District makes

no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ or proposal in response to this RFQ, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ.

### **VIII. SUBMISSION GUIDELINES**

**NOTICE IS HEREBY GIVEN** that the Berkeley Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full architectural planning and design services for the projects at its several school campuses ("Project(s)").

Respondents to this RFQ should mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or flash drive of their Statement of Qualifications ("SOQ"), as further described herein, to:

**JOHN CALISE, EXECUTIVE DIRECTOR OF FACILITIES  
BERKELEY UNIFIED SCHOOL DISTRICT  
1720 Oregon Street  
Berkeley, CA 94703**

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Mark envelope: "Statement of Qualifications for Architectural Services." Faxed or emailed responses will not be accepted. Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFQ.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

**WE THANK YOU FOR YOUR INTEREST IN THESE EXCITING PROJECTS!**

**ATTACHMENT A**  
**FORM OF AGREEMENT**

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENT FOLLOWS]

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BERKELEY UNIFIED SCHOOL DISTRICT**

**WITH**

**[ARCHITECT NAME]**

**FOR**

**[NAME OF PROJECT]**

**[REDACTED], 2020**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of [REDACTED], 20[REDACTED], between the Berkeley Unified School District, a California public school district, ("District") and [ARCHITECT NAME] ("Architect") (collectively "Parties"), for the following project ("Project"):

[REDACTED]

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. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid or solicit proposals for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase incorporating all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Budget:** The total amount of funds the District has identified for the entire Project plus all other costs, including design, construction, administration, and financing.

- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all of Architect's consultant(s), sub-consultant(s), subcontractor(s), or agent(s) for the Project.
- 1.1.12. **District**: The Berkeley Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: \_\_\_\_\_.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify**: To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described herein and in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect will provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, 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. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
  - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
  - 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
    - 2.4.1.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
    - 2.4.1.2. Construction sites.
  - 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

- 2.5. Architect shall contract for or employ, at Architect's expense, Consultant(s) to the extent deemed necessary to complete of the Project including, but not limited to: 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. Architect shall submit to the District the names of Consultant(s) for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and Architect's Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect 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 Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Architect 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 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.
  - 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, Bulletins ("BU"), Interpretations of Regulations ("IR"), Policies ("PL"), or Procedures ("PR"):
    - 2.7.1.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
    - 2.7.1.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals.
    - 2.7.1.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

- 2.7.1.4. Form DSA PR 07-01: Pre-Check Approval Process.
- 2.7.1.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
- 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
- 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
- 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process Procedure.
  - 2.7.1.8.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
- 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

The above list is representative only and not intended to be exhaustive. Architect is expected to comply with all DSA requirements.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission for all projects (including OTC Projects) submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to DSA promulgated EPR process. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively. To the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide DSA required supervision of special inspectors not provided by the Laboratory of Record.

- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect is responsible for discovering of errors, inconsistencies, or omissions therein.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager at any time. Regardless, Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's plans, drawings, and specifications. Architect shall conform any plans, drawings, and specifications to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the Basic Services, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key personnel.
- 3.2. The Architect agrees that the following key personnel in Architect's firm shall be associated with the Project and perform the Services in the following capacities:

Principal In Charge: \_\_\_\_\_

Project Director: \_\_\_\_\_

Project Architect(s): \_\_\_\_\_

Project Architect(s): \_\_\_\_\_

Other: \_\_\_\_\_

Major Consultants:

Electrical: \_\_\_\_\_

Mechanical: \_\_\_\_\_

Structural: \_\_\_\_\_

Civil: \_\_\_\_\_

Other: \_\_\_\_\_

- 3.3. Architect shall not change any of the key personnel listed above without District's prior written approval, unless said personnel cease to be employed by Architect. Regardless of the reason for the change in key personnel, the District shall be allowed to interview and retains the right to approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon District's written notice, Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District.
- 3.5. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 3.6. Architect represents that Architect 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. Architect agrees further that no person having any such interest shall be employed by Architect.

- 3.7. Architect shall comply with Education Code section 17302(a). Architect agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed. Architect shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence. Architect's failure to perform Services on time as specified in this Agreement is a material breach of this Agreement. Delays beyond the Architect's or Architect's Consultant(s)' reasonable control will not be a material breach.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget at the beginning of the Project and at the completion of each design phase. The District and Construction Manager, if one is retained, shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other instructions, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to redesign or value engineer and re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.



- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

## **Article 6. Fee and Method of Payment**

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

An amount equal to [REDACTED] Dollars  
(\$ [REDACTED]) based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error(s) or omission(s).
- 6.5. The Architect's Fee set forth in this Agreement shall be full + compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with 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 that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If Architect performs any Extra Services without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives Architect's written confirmation of the request.

## **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, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect 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:

- 8.5.1. One (1) set of the Bid Set, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Conforming Set.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect 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 Architect 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 Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to District's satisfaction, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect 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 Architect's actions, errors, or omissions that caused the District to terminate the Agreement.

- 9.2. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.3. District's Termination of Architect for Convenience: 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, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.4. Effect on Pre-Termination Services: 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. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.6. Ceasing Services Upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

## **Article 10. Indemnity/Architect Liability**

- 10.1. To the furthest extent permitted by California law, Architect 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 Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect'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 Architect shall not exceed the proportionate percentage of Architect'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. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation, subject 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 but not limited to 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. Architect'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 Architect proposes to defend the Indemnified Parties.
- 10.3. District may withhold from amounts owing to Architect any and all costs that arise out of, pertain to, or relate to Architect's negligence, recklessness, or willful misconduct.

## **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 toward students, staff, or the 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. Architect 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. Architect shall not permit any employee to have any contact with District pupils until such time as the Architect 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. Architect'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 Architect's independent contractors. Architect shall provide to District verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) in writing prior to each individual commencing employment or participating on the Project and prior to permitting contact with any student.

## **Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing inform Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when (a) Architect submits a written request for such services or (b) District deems such services necessary or District request such services. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

### **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 as 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 or the Services performed in connection with this Agreement.
- 13.2. Architect shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of Architect in its performance of its Services.
- 13.3. 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 Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.
- 13.4. Architect hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Architect agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Architect's insurance company on the District's behalf.

### **Article 14. Nondiscrimination**

- 14.1. Architect 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/gender, sexual orientation or gender identity of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

### **Article 15. Insurance**

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."** Architect shall provide District with a complete copy of the applicable insurance policies upon the District's written request.

## **Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, 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 Architect, 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. Architect shall be entitled to no benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

## **Article 18. Non-Assignment of Agreement**

This Agreement is intended to secure Architect's specialized Services. Architect may not assign, transfer, delegate, or sublet any interest therein without District's prior written consent. 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 Architect's prior written consent. Any such assignment, transfer, delegation or sublease without Architect'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**

20.1. 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. Notice of the demand for mediation of a dispute shall be filed in writing with the other. The demand for mediation shall be made



within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice.

- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

**Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District to commence an action against Architect for claims that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

**Article 22. Attorneys' Fees**

In the event either Party commences 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, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**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. Architect shall, during the entire term of Agreement, be an independent contractor. 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 Architect

performs the Services that are the subject matter of this Agreement; provided always, however, that Architect's Services shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 24.2. Architect understands and agrees that Architect'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 Architect, or any employee or Consultant of Architect, 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 Architect 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 Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect 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, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect 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 Architect or its employees of 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 Architect**

- 25.1. Architect certifies that the Architect 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. Architect warrants it shall comply with all applicable ordinances, regulations, and resolutions of the County in which the District is located. Architect also warrants all of the work Architect performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California.
- 25.3. Architect certifies that it is aware of the provisions of the California Labor Code requiring 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.
- 25.4. Architect 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 Architect 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 Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

**Article 26. Cost Disclosure - Documents and Written Reports**

Architect 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:

<b>District:</b>	<b>Architect:</b>
Berkeley Unified School District	[ARCHITECT NAME]
1707 Russell St.	_____
Berkeley, CA 94703	_____
ATTN: _____	ATTN: _____
FAX: (510) 644-8983	FAX: _____

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile 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.

Architect and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

## **Article 28. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, 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 by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, 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 Architect'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 Architect's and any Consultant's premises to review and audit the Architect'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 Architect's premises, of any and all Project-related records 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 Architect is in compliance 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. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 30. Other Provisions**

- 30.1. Architect shall be responsible for the cost of preparing and/or reviewing CCDs, change orders, or other required documents caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Bid Set. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts due or to become due to Architect.
- 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 Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects 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.
- 30.4. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the Construction Manager to all terms hereof.

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

**BERKELEY UNIFIED SCHOOL DISTRICT**

**[ARCHITECT NAME]**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

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

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

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

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

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

#### A. SCOPE OF PROJECT

1. Project Name: [INSERT]
2. Construction Cost Budget: [INSERT]

#### B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect 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. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect'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.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.
- 6. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the District standards for facilities and construction at such time as they are adopted.
- 7. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

8. **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 Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, Architect 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 Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 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 Architectural Program**

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
  - (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) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### 4. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

## 5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two(2) copies of the Site Plan;
- c. Two (2) copies of the revised Construction Cost Budget;
- d. Two (2) copies of the final Schedule of Services;
- e. Two (2) copies of the meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Two (2) copies of the renderings provided to District for public presentation.

## 6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **D. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
  - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
  - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
5. **Mechanical**
  - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - (iii) Schematic piping.
  - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:
    - (A) Load centers.
    - (B) Main panels.
    - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

## 8. **Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

## 9. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

## 10. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.



- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **11. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the breakdown of Construction Cost Budget as prepared for this Phase;
- b. Two (2) copies of meeting reports/minutes;
- c. Two (2) copies of the Schematic Design Package with alternatives;
- d. Two (2) copies of a statement indicating changes made to the Architectural Program and Schedule; and
- e. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

#### **12. Presentation**

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

#### **13. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **E. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

### **2. Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.

- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

### 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

### 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.

- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**5. Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

**7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

**8. Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
  - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## 9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Two (2) copies of the Specifications;
- c. Two (2) copies of the revised Construction Cost Budget; and
- d. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 10. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **F. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Welldeveloped finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

#### **d. Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

**e. Electrical**

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

**f. Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

**g. Landscape**

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

**h. Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

**i. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

**j. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**2. Construction Documents – 100% / Completion Stage:**

**a. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.



(iv) Finish, door, and hardware schedules completed, including all details.

(v) Site utility plans completed.

(vi) Fixed equipment details and identification completed.

(vii) Reflected ceiling plans completed.

**b. Structural**

(i) Structural floor plans and sections with detailing completed.

(ii) Structural calculations completed.

**c. Mechanical**

(i) Large scale mechanical details complete.

(ii) Mechanical schedules for equipment completed.

(iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

**d. Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

**e. Civil**

All site plans, site utilities, parking and roadway systems completed.

**f. Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

**g. Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**h. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the engineering calculations;
- (iv) Two (2) copies of the revised Construction Cost Budgets;
- (v) Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**4. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **G. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## **H. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.
  - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### 3. **Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### 4. **Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
  - c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not

to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

## **12. Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the observation reports; and
- c. Two (2) copies of the weekly meeting reports.

## **13. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **I. CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and O&M documentation.
  - h. Architect shall organize electronic files, plans and prepare a Project binder.
  - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Two (2) copies of punch lists for each site; and
  - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

## **J. MEETINGS / SITE VISITS / WORKSHOPS**

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

### **2. General Meeting, Site Visit, and Workshop Requirements**

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect 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 (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

### **3. Meetings During Project Initiation Phase ( ) meeting(s)**

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

- (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- b. Architect shall participate in one (1) meeting(s) as requested by District [add specifics about these required meetings if applicable].
4. **Initial Site Visits ( ) meeting(s)**
- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
5. **Meetings During Architectural Program ( ) meeting(s)**
- a. Architect shall participate in ( ) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.
- b. Architect shall conduct ( ) 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 Project.
- c. Architect shall conduct a minimum of ( ) additional meetings as requested by District.
- d. 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 Construction Cost Budget.
6. **Meetings During Schematic Design Phase ( ) meeting(s)**
- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ( ) design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
- (i) Architect shall designate its team member duties and responsibilities.
- (ii) Architect and District shall review District goals and expectations.
- (iii) District shall provide input and requirements.
- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
  - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.
- b. Architect shall participate in \_\_\_\_\_ ( ) meeting(s) as requested by District.
- 7. Meetings During Design Development Phase ( \_\_\_\_\_ ( ) meeting(s))**
- a. At the time designated for completion of the Design Development package, Architect shall conduct \_\_\_\_\_ ( ) meeting[s], per package or submittal, with the District to review the following:
    - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
    - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
  - b. **Value Engineering Workshop ( \_\_\_\_\_ ( ) meeting(s))**
    - (i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
- 8. Meetings During Construction Documents Phase ( \_\_\_\_\_ ( ) meeting(s))**
- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct \_\_\_\_\_ ( ) meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.
  - b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct \_\_\_\_\_ ( ) meeting(s), per package or submittal, with the District to review the following:
    - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
    - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
  - c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct \_\_\_\_\_ ( ) meeting(s), per package or submittal, with the District to review the following:
    - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.

(ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**9. Meetings During Bidding Phase ( ) meeting(s)**

- a. Attend and take part in ( ) meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct ( ) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**10. Meetings During Construction Administration Phase ( ) meeting(s), plus weekly Project meetings until entire Project is complete)**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be ( ) meeting(s), per site, but Architect acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

**11. Citizens' Bond Oversight Committee Meetings ( ) meeting(s)**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review.

**12. Governing Board Meetings ( ) meeting(s)**

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

[END OF EXHIBIT]

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when the enactment or revisions of codes, laws, or regulations subsequent to the Conforming Set require such revisions.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by Contractor's default.
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A."** This will enable District to self-procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing District directed services that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. 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.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	
Associate Principal:	
Project Manager:	
Designer:	
Assistant Project Manager:	
Intern Architect:	
Contract Administrator:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

J. Format and Content of Invoices

Architect’s invoices must include detailed explanations for each of the Extra Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
  
- B. Architect shall complete the Architectural Program Development Phase within \_\_\_\_ **calendar days** after District's written authorization to proceed.
  
- C. Architect shall complete the Schematic Design Phase within \_\_\_\_ **calendar days** after District's written authorization to proceed.
  
- D. Architect shall the Design Development Phase within \_\_\_\_ **calendar days** after receipt of District's written authorization to proceed.
  
- E. Architect shall complete the Construction Documents Phase within \_\_\_\_ **calendar days** after District's written authorization to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA back-check to review the Construction Document.
  - 1. 50% Submittal Package \_\_\_\_\_ **calendar days**
  - 2. 100% Submittal Package \_\_\_\_\_ **calendar days**
  - 3. Final Contract Documents after Final Back-Check Stage \_\_\_\_\_ **calendar days**
  
- F. The durations stated above include the review periods \_\_\_\_ **calendar days** required by the District and all other regulatory agencies.
  
- G. 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 as a result of the District's inability to comply with requested meeting schedules, Architect 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, provided, however, Architect provides the District with advance written notice of such delays within ten (10) calendar days of its actual or constructive knowledge of the circumstances giving rise to such delays. 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 Architect as provided herein shall be full compensation for all of Architect's Services provided in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing 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 to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

**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. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receiving Architect's invoice as follows:

a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon District's acceptance and approval of the Pre-Design/Architectural Program.

b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon District's acceptance and approval of the Schematic Design Phase.

c. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon District's acceptance and approval of the Design Development Phase.

d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon District's acceptance and approval of the Construction Documents Phase.

e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of contract for construction services.

f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's recording of the Notice of Completion.

g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

[END OF EXHIBIT]

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. **General Insurance Requirements:** Architect shall procure, prior to commencing the Services, 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 Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect'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 Architect'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, subject to its sole discretion, 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 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. **Commercial Automobile Liability, Any Auto.** One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect 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. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an employers' liability policy with minimum liability coverage of Two Million Dollars (\$2,000,000) per occurrence. Architect 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.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) and Five Million Dollars (\$5,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Twenty-Five Thousand Dollars (\$25,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
  3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **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 Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
  3. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  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. Architect'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.
  6. 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.
  7. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the subconsultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) Days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its

indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

8. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

F. **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. Architect 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 Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than seven (7) calendar days after the Notice of Award, Architect shall furnish District with:

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.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

[END OF EXHIBIT]

**EXHIBIT "F"**

**ROOFING PROJECT CERTIFICATION**

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of:  Architect  Engineer  
 Roofing Consultant  Other \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, certify that I have  
[Name] [Name of Firm]  
not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, \_\_\_\_\_, \_\_\_\_\_,  
[Name] [Name of Firm]  
certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_, \_\_\_\_\_, have the  
[Name] [Name of Firm]  
following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

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By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

[END OF EXHIBIT]

**ATTACHMENT B**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2200-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
  
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT