

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT



**REQUEST FOR PROPOSALS NO. 213
FOR
FULL SERVICE
ARCHITECTURAL AND ENGINEERING SERVICES
AT
San Bernardino High School – Building M “Maker Space” Project**

QUALIFICATIONS PROPOSAL DEADLINE DATE

June 14, 2018 by 3:00 P.M.

SUBMIT TO

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Management/Maintenance & Operations Department
956 W. 9th Street
San Bernardino, California 92411
Phone: (909) 388-6100
Attention: Sherri Lien

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PURPOSE OF THE RFQ/P:

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) Facilities Management Department acting by and through its Governing Board, hereinafter referred to as the DISTRICT, is soliciting and issuing this Request for Qualifications/Proposals (“RFQ/P”) and will receive qualifications submittals up to, but no later than **June 14, 2018 by 3:00 p.m.** from interested individuals, firms and entities who can provide professional full service architectural and engineering design services (“Services”) for the San Bernardino High School Maker Space Project.

The purpose of this RFQ/P is to select a qualified consultant to provide architectural and engineering design services for the District for the San Bernardino High School Maker Space Project. The design should address both short and long term District and campus educational goals and objectives for project. For a more detailed Scope of Work, please see “Exhibit A” to this RFQ/P.

Responses must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the firm in the upper, left corner, under which should be clearly printed: **RESPONSE TO REQUEST FOR QUALIFICATIONS/PROPOSALS FOR SAN BERNARDINO HIGH SCHOOL MAKER SPACE BUILDING.**

For additional information regarding the District, please visit the San Bernardino City Unified School District Internet web site at www.sbcusd.k12.ca.us or by calling (909) 381-1100.

SAN BERNARDINO HIGH SCHOOL BACKGROUND

San Bernardino High School (SBHS) is a public high school located at 1850 North E Street in San Bernardino, California and a member of the San Bernardino City Unified School District. SBHS is the oldest high school in the City of San Bernardino. Initial construction was completed in 1892 and the school received state accreditation in 1893 as San Bernardino Polytechnic High School. SBHS was granted charter as a city in 1963, under the name Cardinal City after the school's mascot, the Cardinal.

SBHS has a wide range of academic classes with regular 'College Prep', 'Honors' and Advanced Placement classes. In support of District goals, the school supports a growing emphasis in science, technology, engineering and math programs.

PROJECT BACKGROUND

San Bernardino High School (SBHS) is the site of the future **SBHS Maker Space**. This facility is to be located in the general area currently occupied by SBHS campus buildings M-1, M2, M3, and M4. Together, these single story buildings currently total approximately 9900 s.f. in space, including covered passage ways.

The SBHS stakeholders have high hopes for the Maker Space project: The stakeholders' vision is for spaces that meet the school's functional requirements in a manner that is adaptable to meet future needs. The project should provide laboratory/exploration space for the students to access science, technology, engineering, & math (STEM) equipment including 3D printer, workstations, maker space equipment, etc., as well as a central work room for the school's “pathways” programs. (The “Pathways” programs help the students to explore engineering, computers, sports medicine, video production, robotics and other career related technologies.) The project shall also include space for two Art classrooms with an adjacent storage space. The campus also hopes that a small lecture hall (40 to 50

seats) can be included in the project, connecting to the exploration space(s). The project should also accommodate student restroom facilities, staff restrooms, a small staff workroom, a STEM storage room, and necessary electrical/communications/utility spaces and custodial closet. The creative use of exterior space is also encouraged. The District strives to build environmentally responsible, sustainable projects and is considering LEED Certification. A successful design will also address the existing campus entry, the adjacent fire lane, and site drainage. SBCUSD is currently in the process of procuring survey services for updated topographical and hazardous materials information regarding the existing buildings M1 through M4. This information will be provided to those firms which are shortlisted and advanced to the Phase II portion of the competition.

The Maker Space project may either be completed thru renovation of the current spaces M1 thru M4 or via demolition and new construction, or a combination of renovation and new construction. The new space should be approximately 5000 to 6000 s.f. with a target total project budget of \$5,000,000 (inclusive of all design, site and building construction costs). Any required hazardous materials abatement and demolition should be included in the project budget.

A partial campus map and an aerial photo of the subject area of the SBHS campus are included Exhibit B and C of this RFP/Q document.

PROCUREMENT PROCESS OVERVIEW

The District is seeking to procure full service architectural and engineering design services for the San Bernardino High School Maker Space Project. This selection process for these services will be a two-step process. The first phase (Phase I) is focused on the qualifications of the proposing firms as judged by elements including but not limited to; the submitted staff qualifications and related experience, the firm's demonstrated experience and creativity as evidenced in your submittal, and the strength of references cited.

Entities submitting qualifications proposals in response to Phase I of this procurement process shall bear, at their own expense and without reimbursement by the District, all costs and expense associated with their participation in the process of preparations and submittal responding to the request for qualifications phase.

Those firms who are "shortlisted" and advanced to Phase II of the will be compensated with an \$8,000 stipend to help defray proposal development and/or presentation costs of the Phase II portion of the competition. *(See section below for additional detail regarding the stipend.)*

Following the receipt and scoring of qualifications submittals, up to three (3) selected ("shortlisted") firms will be notified of their advance to the second phase (Phase II) of the selection process, a design competition. (Notifications to shortlisted firms are expected to take place on or about July 2, 2018.)

To aid the shortlisted firms in preparing their design concepts, The District will schedule "visioning sessions", led by representatives of the District's Master Planning Architect. These are face-to-face confidential exchanges between the shortlisted proposers and the primary stakeholder(s) of the project. These are planned to be held during the week of July 9, 2018 with the goal of assure a full understanding of stakeholder goals for the projects and the requirements of the design competition phase responses.

Using information gathered from a site visit and the visioning sessions, shortlisted firms are asked to prepare design concepts, a design cost proposal (including a proposed fee schedule, hourly rates, and a schedule of reimbursable costs), a construction cost estimate and depictions of the project (plans, renderings, and/or 3-D video).

The shortlisted firms will then separately present each of their designs to a selection panel of District reviewers in a 20 minute presentation and 25 minute interview. Following completion of Phase II design team presentations to the selection panel, the panel will forward their award recommendation to the SBCUSD Board of Education. The SBCUSD Board of Education reserves the right to make the final decision as to which designers will be ultimately selected. The Board also reserves the right to reject as unsuccessful any or all entries.

DESIGN COMPETITION STIPEND

Each of the shortlisted firms will be compensated with a stipend of \$8,000 to help defray proposal development and/or presentation costs. The work product developed by the selected firms participating in the design competition phase will become the property of the District. In exchange for the payment of the stipend, the District shall take title contractually to all designs and data provided in the design competition submittals, responses and presentations. The District shall be free to use the ideas and designs of any offeror. Proposing entities shall bear, at their own expense and without reimbursement by the District, any and all costs and expense above the stipend amount related to their participation in the shortlist competition preparations,

submittals and presentations. Stipend payments to the three shortlisted firms will be made sometime after their completion of Phase II presentations to the selection panel.

ANTICIPATED TIMELINE*:

Request for Qualifications/Proposals Issued.....	May 10, 2018
Deadline for Submittal of Questions	May 24, 2018
Responses to the Questions Submitted.....	May 31, 2018
Due Date for Submittal of Qualifications.....	June 14 2018
Notifications to shortlisted firms>>>>>>.....	July 2, 2018
Visioning Session for Shortlisted Firms.....	Week of July 9, 2018
Site Visits.....	Week of July 9, 2018
Design Proposal submissions due	August 13, 2018
Design Presentations to Selection Panel.....	Week of August 20, 2018

**Dates are subject to change.*

QUESTIONS AND CLARIFICATION OF THE RFQ/P

Questions, request for explanation or clarifications of any kinds in regards to this RFQ/P shall be made in written form, submitted via email to Steve Galloway, at steve.galloway@sbcusd.k12.ca.us no later than Noon, May 25, 2018.

The District will advise all parties known to have received a copy of the RFQ/P of responses to the requests for explanation or clarifications by email and via posting on the Facilities website at www.sbcusdfacilities.com. All parties interested in responding to the RFQ/P are advised to check the websites for any updates.

COMMUNICATION RESTRICTIONS

To ensure a level playing field with an open and uniform competitive process, Respondents and their Representatives must adhere to restrictions on unallowable communications set below.

From the time the Request for Proposal (RFQ/P) is announced until the time a contract award recommendation is made public by posting on the District website, Respondents and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any SBCUSD official as this could appear to be an attempt to curry favor or influence. An “SBCUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of SBCUSD” who is involved in making recommendations or decisions for SBCUSD.

(a) Prohibited Communication – Examples of prohibited communication by Respondents and their Representatives include, but are not limited to:

- (i) contact of SBCUSD Officials, and/or selection panel members, including members of the department initiating a contract, school site staff, and/or persons who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
- (ii) contact of SBCUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
- (iii) contact of SBCUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.

(b) Exceptions – The following are exceptions to the Communication Restrictions:

- (i) open and uniform communications which are made as part of the procurement process such as requests for clarification or information made in writing, under the terms expressly allowed for in the RFQ/P document;
- (ii) scheduled communications which are made as part of the procurement process “visioning sessions” to be held with the designated shortlisted firms,
- (iii) interviews or presentations to evaluation committee (selection panel) members which are part of the procurement process;
- (iv) negotiations with SBCUSD’s designated negotiation team members;
- (v) protests which follow the process outlined by SBCUSD’s protest policies and procedures; and
- (vi) requests for technical assistance approved by SBCUSD contract officials. (For example, questions relating to SBCUSD’s LBOP Program.)

ELEMENTS OF THE “PHASE 1” RFQ/P RESPONSE

Firms must submit one (1) signed original, three (3) hard copies and a digital copy (on a compact disc (“CD”) or USB thumb drive) of the proposals. Proposal should not exceed 36 pages, total, not including tabs or responses to Attachments 1 thru 6. (*Note: Attachment 3 Fee Proposal is not to be part of the qualifications submittal. Only shortlisted firms will be asked to prepare a Fee Proposal.*) Packages and submittal covers should be clearly labelled with name of proposing entity and “Response to RFQ/P No. 213”

Double sided printing is preferred (each side shall count as one page). Font should be no smaller than 10 point, tables and graphics excepted. The response should demonstrate the qualifications, competence and capacity of the proposing firm(s). To facilitate easier review, please organize your response to address the requested information in the order listed below. Proposals should include the following:

1. **Cover Letter/Statement of Interest** (maximum 2 pages) Include a cover letter, addressed to Sherri Lien, stating the following:
 - 1.1. Legal name of the firm to respond to this RFQ/P,
 - 1.2. A brief description of the respondent and statement of interest.
 - 1.3. Identify any sub consultant firms or subcontractors to be involved in execution and delivery of the work.
 - 1.4. Name, title and contact information for firm’s contact person for the duration of the proposal process.
 - 1.5. Cover letter must be signed by individual authorized to commit the firm to the terms of the proposal.
2. **Table of Contents** (maximum 2 pages) The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers. Tabs identifying the proposal section numbers are preferred.

3. **Description of Firm** (maximum 4 pages) Provide a summary description of firm's background and qualifications for providing the requested services. Include information regarding the size of the firm, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The respondent shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
4. **Personnel and Staffing Resources** – (maximum 10 pages)
 - 4.1. Provide an organizational chart of your proposed team. Identify any team members who are sub consultants.
 - 4.2. Submit resume(s) for key personnel who will be proposed to provide the requested services, including their qualifications and recent related experience providing similar services. Resumes should be limited to one (1) page each.
 - 4.3. Include an affirmative statement that the firm and all assigned key staff are professionally qualified to perform the requested services, capable of successfully completing District background clearance requirements (Live Scan) and hold any/all proper business or other required licenses.
5. **Experience and References** – (maximum 12 pages) Provide summary of proposed team's experience in past performance of similar service and related experience for at least three (3) projects involving design of educational facilities, preferably completed within the last eight (8) years. (No more than 4 pages per project.)
 - 5.1. Project Name, and summary of the project (scope, size, number of facilities, etc.)
 - 5.2. Design Contract value
 - 5.3. Original and Final Construction cost
 - 5.4. Beginning and end dates of service
 - 5.5. Client name, client reference name, title, email and telephone number.
 - 5.6. Photos or renderings of the project
6. **Attachments** – Attachments 1 through 6 of this RFQ/P are issued as mandatory forms and must be completed and returned with the proposal. (Attachment responses are not included in page count.) (*Note: Attachment 3 is NOT required in the Qualifications response. Only shortlisted firms will be requested to provide a fee proposal at a later date.*)
 - 6.1. **Acceptance Form "Attachment 1a"** – Each respondent must complete and return the "Attachment 1a Acceptance" form as found at the end of the Attachment 1 Sample Contract. Any questions regarding the terms of the sample agreement should be submitted in writing during the time period for questions, information, or clarifications. Any proposed modifications or deviations to the sample agreement must be noted on the Attachment 1a Acceptance form. Please note that modifications or deviations not identified in the proposal will not be considered after the evaluation and award. Form must be signed by an authorized representative of the proposing firm.
 - 6.2. **Respondent Questionnaire "Attachment 2"** – Each respondent must completely answer the questions in Attachment 2 of the RFQ/P. Note: Attachment 2 requests information that may also be included in other sections. Please include requested information in multiple sections if requested.

- 6.3. **Fee Proposal “Attachment 3” is NOT to be submitted with Phase I Qualifications responses.** Fee proposals will only be required of shortlisted firms responding to Phase II submission requirements.
- 6.4. **Equal Employment Opportunity (EEO) Certification “Attachment 4”** – Proposing firm (Prime) must certify that compliance with the federal EEO requirements is met.
- 6.5. **Worker’s Compensation Insurance Certification “Attachment 5”** - Complete and sign the Worker’s Compensation Insurance Certification form. Respondents shall also describe the outcome of design and construction-related claims, if any, filed against the respondent’s general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful respondent according to the terms of this RFQ/P.
- 6.6. **Business Outreach Program “Attachment 6”**– Respondents are requested to submit the District’s Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of professional service providers in the Facilities Capital Improvement Program. Copies of the LBOP registration form is attached hereto as Attachment 6.
7. **Additional Information** - Respondents are encouraged to provide additional information or description of resources the respondent feels is pertinent to the RFQ/P. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief. Any additional information will be counted in the total page count.

Phase I Qualifications Proposal Submittal and Deadline

One original, two hard copies and one digital copy of the Phase 1 qualifications proposal must be submitted under sealed cover by no later **than 3:00 p.m. on June 14, 2018**. Mark your company name, Project name, SBCUSD proposal number, and RFQ/P due date on the outside of the sealed qualification envelope or box.

Proposals shall be delivered to the attention of:

Sherri Lien
Facilities Management Department
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411
Sherri.Lien@sbcusd.k12.ca.us

It is the sole responsibility of the respondent submitting the qualification to ensure that their qualification is actually received in the Facilities Management Department office prior to the deadline time and due date. Late submissions will not be considered. Fax, email or telegraphic proposals will not be accepted.

ELEMENTS OF THE “PHASE 2” DESIGN PROPOSAL RESPONSE (Shortlisted Firms ONLY)

Following the Phase I portion of the competition, shortlisted firms are asked to prepare design concepts, a design cost proposal (including a proposed fee schedule, hourly rate schedule and a reimbursables schedule), a construction cost estimate and depiction of the project (plans, renderings, and/or 3-D video). The shortlisted firms will separately present their design to a selection panel of District reviewers. The presentation timeline will include 5 minutes for team introductions, a 20 minute presentation followed by 25 minutes for questions from the Selection Panel. Presentation elements should emphasize:

- Design Innovation and Creativity
- Site Integration
- Sustainability
- Project Duration
- Long-Term Flexibility
- Best Value / Project Budget
- Overall Design Excellence

Phase II Design Presentation Submittals (Shortlisted Firms ONLY)

Prior to the shortlist presentation/interview, the shortlisted, presenting firms are required to also provide the documentation as detailed below. One original, two hard copies and one digital copy of the Phase II Proposal Documents must be submitted under sealed cover to the District’s Selection Panel Coordinator (c/o Sherri Lien) by **Noon, August 13, 2018**.

Sherri Lien
Facilities Management Department
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Phase II Design Presentation Submittals should include the following:

1. **Transmittal Cover Letter** - - Include a cover letter, addressed to Sherri Lien, stating the following:
 - a. Legal name of the firm responding to the Phase II Presentation/Interview portion of the RFQ/P,
 - b. Name, title and contact information for firm’s contact person for the duration of the proposal process.
 - c. Cover letter must include a statement committing the firm to the terms of the design schedule and fee proposal and to the SBCUSD Contract Terms and must be signed by and individual authorized to commit the firm to said terms.
2. **Description of Building Systems** – (2 page limit) Provide a summary description of the principal building systems including building type, partitioning, HVAC, energy saving elements and sustainability recommendations and highlight key design features.

3. **Project Team and Assignments** – (3 page limit) Provide organizational chart illustrating project team members, identifying whether team member is employee of prime firm or subconsultant, and noting assigned project scope elements.
4. **Overview of Design Concept(s)** – Please illustrate your design proposal including but not limited to the following components:
 - a. Site Plan/Floor Plan(s)
 - b. Typical Exterior Elevation
 - c. 3-Dimensional illustration(s) of proposed building and adjacent spaces
 - d. Depiction of interior space and proposed furniture layout
 - e. Any other supporting drawings and/or diagrams to best convey your proposed design.
5. **Proposed Design Fee Schedule and Reimbursable Expenses (“Attachment 3” of RFP Documents)** – Respondents shall state their proposed fees and a table of reimbursable expenses. **Note:** *Proposed Fee Schedule, Reimbursable Expenses, and requested pricing by phase should be submitted concurrently with the proposal documents one week prior to the scheduled Phase II presentation, **but in a separate, sealed envelope, clearly stating the name of the proposing entity and RFQ/P Number 213.** Provide “not-to-exceed” pricing by project phase. (Phases are identified in RFQ/P “Scope of Services”.)
 - a. **Design Fee Proposal** – Include a Time and Materials “Not to Exceed” fee proposal covering all elements of the Scope of Work (Exhibit “A” of this RFQ/P) for the project, including but not limited to: Criteria and Data Review, Key Stakeholder Outreach, Concept Development, Design Development, Design Completion, DSA Submittals and Approvals, Construction Administration, and Closeout Activities.
 - b. **Rate Schedule:** Include with the Design Fee proposal a schedule of proposed hourly rates for all personnel to be assigned to the project. Hourly rates are to be inclusive of all travel costs.
 - c. **Reimbursable Expenses:** The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount unless otherwise approved by the District. Reproduction for District use shall be transmitted by selected respondents to District’s reproduction vendor. Proposals must list basis for all other reimbursable costs including any markups. Please note that the District does not reimburse the cost of postage, faxes, deliveries, telephone and communication, mileage and/or travel expenses to and from District offices and/or project sites.*
6. **Proposed Schedule** – Provide proposed design and construction schedule in Gantt chart format, indicating major subtasks and proposed durations addressing at a minimum Data Review, Key Stakeholder Outreach, Concept Development, Design Development, Design Completion, DSA Approvals, Construction, and Closeout.
7. **Construction Cost Estimate** – Provide summary level detail of estimated cost for construction of the proposed design. Estimates should be formatted as per California OPSC guidelines as provided at the following link:

http://www.documents.dgs.ca.gov/opsc/Forms/Worksheets/CTE_CE_GL.xls

Proposals Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of respondents to this RFQ/P including, but not limited to, the respondent's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.

With the exception of stipends paid to "shortlisted" firms, District shall not pay for any costs incurred for the proposal or contract preparation as a result of termination of this RFQ/P or termination of the contract resulting from this RFQ/P. Shortlisted" proposing entities invited to compete in the design competition phase of the procurement shall bear, at their own expense and without reimbursement by the District, any and all costs and expense above the stipend amount related to their participation in the shortlist competition preparations, submittals and presentations.

Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFQ/P. Selection or rejection of the RFQ/P shall not affect this right. The District shall be free to use the ideas and designs of any offeror.

Modification or Withdrawal of RFQ/P

A respondent may modify or withdraw an RFQ/P after submission by written request of withdrawal and re-submission, provided that the RFQ/P withdrawal or modification is prior to the due date deadline specified.

Amendments

Respondents are advised that the District reserves the right to amend this RFQ/P at any time. Amendments will be done formally by providing written amendments to all potential respondents known to have received a copy of the RFQ/P and/or by publishing the amendment on the Facilities Website: www.sbcusdfacilities.com.

Equal Opportunity

The respondent shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFQ/P.

Respondent shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the respondent or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful respondent agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the RFQ/P.

Waiver or Breach Thereof

No term or provision of this RFQ/P shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

Covenant against Gratuities

The respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the respondent or any agent or representative of the respondent, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the Agreement. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which respondent agreed to supply shall be borne and paid for by the respondent. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

Indemnification/Insurance

The respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful respondent will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

Conflict of Interest

The respondent is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFQ/P.

Independent Contractor

The respondent represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

Precedence of Documents

The contract between the District and the successful respondent shall consist of (1) this Request for Qualification/Proposals (RFQ/P) and any amendments thereto, (2) the proposal submitted by the respondent to the District in response to the RFQ/P, and (3) the professional services agreement included herein to be executed with the successful respondent. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the professional services agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with applicable requirements stated in the RFQ/P or the respondent's proposal. In all other matters not affected by the written clarification, if any, the RFQ/P shall govern.

Compliance with Laws

In connection with the furnishing of services or performance of work under this RFQ/P, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

EVALUATION AND AWARD

Phase I Qualifications Submittal Evaluation:

A Qualifications Evaluation Panel will determine which, if any, qualifications submittals are in the District's overall best interest to recommend for "shortlisting" and advancement to Phase II of the competition. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing respondent.

The **Qualifications Evaluation Panel** may include the following panel members:

- Representative of the District Facilities Director
- District Program Manager
- Representative of District Master Planning Architect

Qualifications Submittal Evaluation Criteria:

The evaluation of proposals will include but not be limited to the following criteria:

1. **Cover Letter** – Completeness and clarity of content (5 points)
2. **Table of Contents** (Not scored)
3. **Description of Firm** – Firm's service offerings, size, local office location(s), years in business, licenses and certifications, etc. (5 points)
4. **Personnel and Staffing Resources** – Professional qualifications and specialized experience of the proposed staff including the quality of the respondent's professional personnel to be assigned to the District. Reasonableness and quality of staffing plan. (15 points)
5. **Experience & References** – Experience and expertise of the respondent in providing similar educational facility design services to other public entities of comparable size and scope, especially to K12 school districts. Quality of references. (30 points).
6. **Acceptance of Terms "Attachment 1a"** (Pass/Fail)
7. **Respondent Questionnaire "Attachment 2"** – (20 points).
8. **Design Fee Proposal "Attachment 3"** (NOT Part of Qualifications Submission)
9. **EEO Certification "Attachment 4"** – Must meet Federal EEO requirements. (Pass/Fail)
10. **Worker's Compensation Insurance Certification "Attachment 5"** – Must provide proof of insurance in compliance with District's contractual requirements. (Pass/Fail)
11. **Business Outreach Program "Attachment 6"** – Submission of completed form is required. (Pass/Fail)
12. **Additional Information** – Judged for relevance and quality as part of overall proposal scoring.
13. **Overall Proposal** – Completeness, organization and clarity of proposal content. (20 points)

Phase II Presentations and Submittal Evaluation Criteria (Shortlisted Firms ONLY):

Shortlisted firms' presentations, interview responses and Phase II submittals will be evaluated by an Interview Selection Panel. Led by a non-voting Selection Panel Chairperson, The **Interview Selection Panel** may include the following panel members:

- Selection Panel Chairperson – Non-voting representative of District's Master Planning Architect
- School Site Staff Representative
- School Teacher Representative
- Student Body Representative
- District Special Advisor
- District Technical Advisor(s) – Non Voting

The Interview Selection Panel will review the project goals and criteria as well as any modifications or clarifications resulting from the RFQ/P question and answer period. The Panel shall visit the site and meet with District representatives, advisors and stakeholders prior to the presentations to confirm their understanding of the design issues and objectives for the Maker Space project.

District staff serving as Technical Advisors may attend the presentations, but may not vote. The voting panel members will evaluate the presentations and submittals and their ultimate recommendations for selection will be as a result of their discussion and majority vote.

Phase II Evaluation Criteria:

The interview selection panel's scoring of the finalists' design solutions will be based on their view of which design solution best meets the District and Stakeholder objectives. Key points for the panel's evaluation will be:

1. **Design Innovation and Creativity** – Addresses Maker Space needs and goals (20 points)
2. **Site Integration** – Design considers SBHS environment and addresses site issues (10 points)
3. **Sustainability** - Incorporates sustainable concepts (10 points) –
4. **Project Team and Assignments** – Strength and coverage of proposed project team. (10 points)
5. **Project Duration** – Suitability and reasonableness of proposed design and construction schedule (10 points)
6. **Long-Term Flexibility** – Design anticipates evolving educational needs and programs (10 points)
7. **Best Value / Project Budget** – Provides overall best value to District (10 points)
8. **Overall Design Excellence** – Best addresses District & campus educational programs and goals (20 points)

Following completion of Phase II design team presentations to the selection panel, the panel will forward their award recommendation to the SBCUSD Board of Education. The SBCUSD Board of Education reserves the right to make the final decision as to which designers will be

ultimately selected. The District also reserves the right to reject as unsuccessful any or all entries. The District reserves the right to conduct negotiations with any number of respondents, as determined by the District, for entering into contract agreements.

GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of proposals and responses to this RFQ/P does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities in the respondent's submission or in the RFQ/P process.

Award of Contract

This RFQ/P implies no obligation to award contracts to any respondent. If it is in the best interest of the District, the District retains the sole and absolute right to select the respondent that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District.

Approval to Start Work

The successful respondent(s) may be assigned work once a Professional Services Agreement has been fully executed by both parties and all appropriate documentation has been received and approved by the District. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and issuance of a written Notice to Proceed (NTP) by the District.

Ownership of Documents

All proposals and materials submitted in response to this RFQ/P shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, reports, notes and other work developed in the performance of any services resulting from this RFQ/P shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected respondents. Selected respondents agree not to assert any rights or to establish any claim under the design patent or copyright laws.

No Joint Ventures

Where two or more respondents desire to submit a single response to this RFQ/P, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single respondent and not with multiple respondents doing business as a joint venture.

Assignment

If a contract is issued to the successful respondent, the contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, or subcontracts when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes, provided that the original respondent retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

Respondent's Power and Authority

The respondent warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and

expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, respondent declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Fingerprinting / Background Clearance

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all respondents having any contacts with students without any clearance from the State Department of Justice. All assigned personnel to active and occupied school sites shall comply with the fingerprinting clearance law prior to providing services at the school sites.

EXHIBIT A

SCOPE OF SERVICES:

- A. Review existing documentation before commencing design, verify existing field conditions related to the existing facilities and at the proposed site; verify the accuracy of any as-built documents obtained, and utilize this information in the preparation of the design documents.
- B. Prepare the design documents in accordance with the architectural and engineering services agreement and using the District's approved Design Standards. Define the scope of the project in terms of program requirements, Develop construction cost estimates. Address feasibility, site constraints and opportunities, permit requirements, and technical concerns such as site utilities.
- C. The design and construction phase services to be provided shall include, at minimum, schematic design, design development, construction documents, plan check and agency approval support, bid phase support, and construction administration.
- D. All documents required for bid procurement (through coordination with District assigned Owner's Representative).
- E. Coordination with and assistance to the District's representatives in the bid phase by preparing addenda and documents typically required from the architectural and engineering firms.
- F. Prepare and distribute meeting minutes held with the District, or government agencies. Prepare all design related project correspondence and documentation such as RFI'S, submittals, meeting minutes, letters, etc.
- G. Submit design documents to the District, Division of the State Architect (DSA) and other government entities and/or utility providers as required for plan checks and approvals and close-out certification.
- H. Prepare a detailed work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the District. Make modifications and updates to the work plan as requested by the District.
- I. Prepare as-built drawings when deemed necessary.
- J. The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the DSA, State Fire Marshall, City of San Bernardino or City of Highland, local Fire Departments, San Bernardino County Department of Public Works, State of California Building Codes, Americans with Disabilities Act, and other applicable requirements.
- K. Make formal project design presentations to the District, and the Board of Education if necessary.
- L. Retain sub-consultants, or have proven in-house expertise, for the following specialties to provide technical assistance in the development of the project:

- a. Civil Engineering
 - b. Structural Engineering
 - c. Mechanical, Plumbing and Fire Protection Engineering
 - d. Electrical Engineering and Emergency Power Systems
 - e. Communications and Audio-visual Systems and other Low Voltage Systems Engineering
 - f. Layout/Space Planning
 - g. FF&E Recommendations
 - h. Sustainability / Energy Conservation Consulting
 - i. Environmental Services
 - j. Construction Cost Estimating
 - k. Systems Commissioning
- M. Provide comprehensive management of every stage of the project, beginning with the original concept and project definition to yield the greatest possible benefit to District.

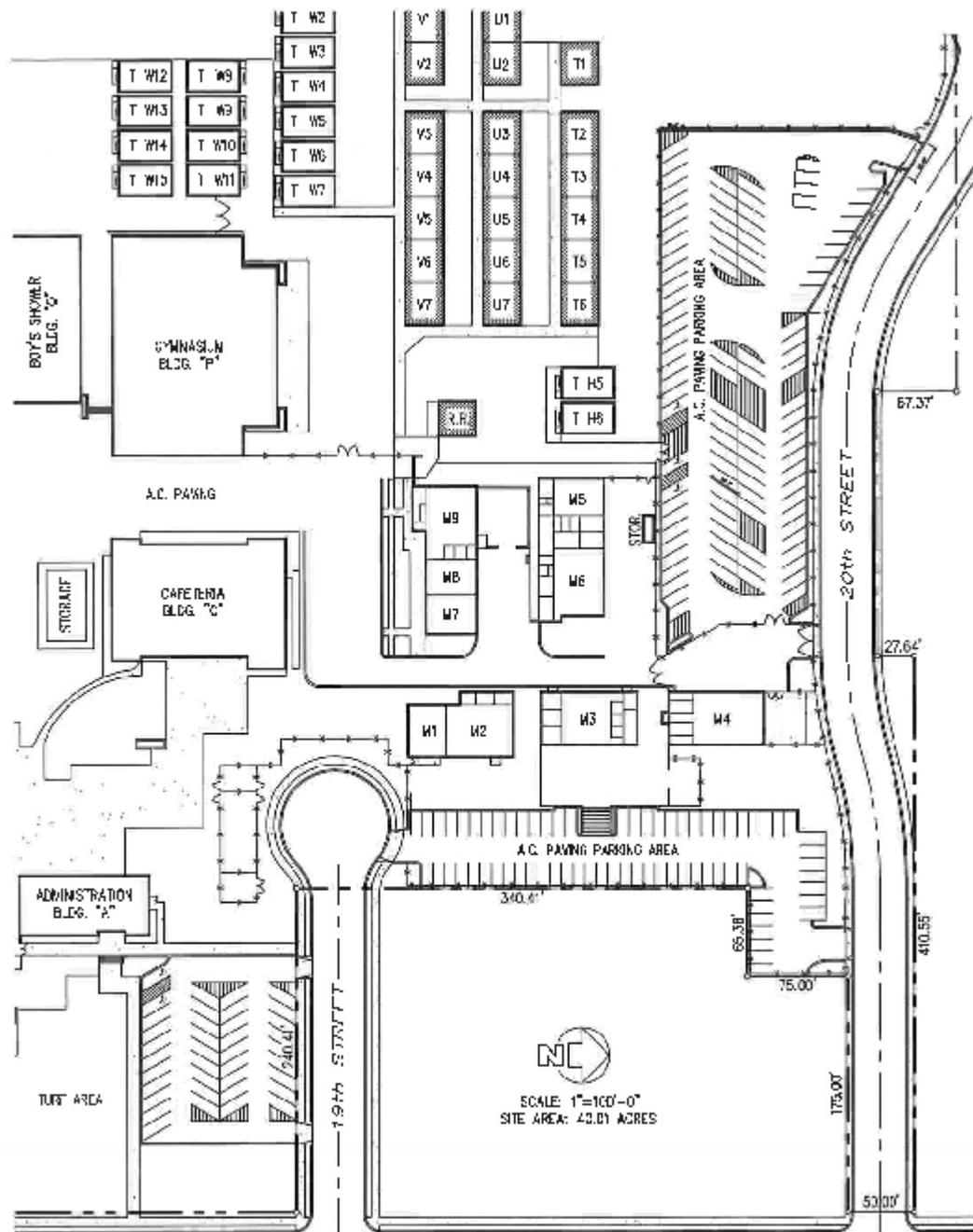
Excluded Services

SBCUSD does not envision requiring the following services:

- 1) Site selection for recommended new facilities
- 2) Available funding studies; analysis of tax base
- 3) Any work related to buildings not owned by the District
- 4) Hazardous Materials testing and investigation
- 5) Materials testing

Exhibit B

Partial Plot Plan – Pacific High School



A.P.N. 145-065-08 THRU 13, 18 THRU 37 145-081-01 145-111-01 THRU 06, 11 THRU 16 145-112-03 THRU 10,17	(S. OF 20th) (S. OF 18th) (FOOTBALL FIELD) (SOUTH PARKING)	PLOT PLAN SAN BERNARDINO HIGH SCHOOL	113	DRAWN R.H.E.
		SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT SAN BERNARDINO, CALIFORNIA	DATE 01-01-'2	SHEET NO.
			3 OF 5 SHEETS	

Exhibit C

Aerial Photo – Pacific High School



ATTACHMENT 1



SAMPLE
ARCHITECTURAL SERVICE AGREEMENT

BETWEEN

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

[ENTER FIRM NAME]

FOR

[ENTER NAME OF SERVICES]

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List of Exhibits Incorporated into Agreement

Exhibit A:	Fee Schedule Reimbursable Expenses
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*SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North "F" Street
San Bernardino, California 92410*

ARCHITECTURAL SERVICES AGREEMENT

DEPARTMENT OF FACILITIES PLANNING & DEVELOPMENT

This AGREEMENT is made and entered into this [REDACTED] day of [REDACTED] in the year 20[REDACTED] by and between the [REDACTED] SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and [REDACTED], hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the [REDACTED], hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT and RFP No. 213 "Exhibit A" Scope of Services.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT

represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction

Documents” defined as including, but not limited to, the following: The contract between the DISTRICT and the “Contractor” awarded the PROJECT (the “Contract”), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education (“CDE”), the Office of Public School Construction (“OPSC”), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT’s construction and the inspection approval process so Incremental Approvals as required under DSA’s Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT’s representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT’s failure

to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's").

ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget

based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT

shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local

fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

- (1) Provide the DISTRICT with five (5) complete sets of operation manuals;
- (2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and
- (3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved

Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at

the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and

for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and

must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;

(3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction

industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:
 - a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus

any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

- Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Construction Docs Phase: No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- DSA Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
- Bidding Phase: No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
- Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II

have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be Dollars (\$) and this amount shall not be exceeded without the prior written approval of the DISTRICT. Reimbursable expense allowance is subject to adjustment pending definition of the Phase II scope as approved by the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

a. Travel expenses;

b. Check prints;

c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;

d. Preliminary plans and specifications;

e. ARCHITECT's consultants' reimbursables;

f. Models or mock-ups; and

g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the

required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772,

between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if

mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

San Bernardino City Unified School District
777 North "F" Street
San Bernardino, CA 92410
Attn: Thomas Pace
Telephone: (909) 388-6100
Facsimile: (909) 885-9991

ARCHITECT:

_____, CA _____
Attn: _____
Telephone: (____) ____ - ____
Facsimile: (____) ____ - ____

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this

AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

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EXHIBIT A

FEE SCHEDULE REIMBURSABLE EXPENSES

1. FEE SCHEDULE REIMBURSABLE EXPENSES, as submitted in PROPOSAL in REQUEST FOR QUALIFICATIONS FOR NO. 213 FOR Full Service Architectural and Engineering Services at San Bernardino High School – Building M “Maker Space” Project, attached as EXHIBIT A to this original Architectural Service Agreement hereto.

EXHIBIT B

**Request for Taxpayer Identification
Number and Certification**

Employer identification number								
			-					

Part II Certification

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) Requester's name and address (optional)

6 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or partnership, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

7 List preparer, if any, by name and title. If you are a preparer, you must enter your preparer identification number (PIN) in the appropriate box. For more information, see the Part I instructions on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

EXHIBIT C
VENDOR APPLICATION

VENDOR APPLICATION

When completed mail to:
 San Bernardino City Unified School District
 Facilities Planning and Development
 956 West 9th Street, San Bernardino, CA 92411
 (909) 388.6100

Business Name: _____

*Business License Number: _____ Expiration Date: _____

Representative's Name: _____ Title: _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

List of references where your company provided products/services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

“By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor’s responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk’s Office. I understand that it is the vendor’s total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper’s legal ads.”

Authorized Vendor Representative Signature: _____ **Date:** _____

Name: _____ **Title:** _____

EXHIBIT D

CONTRACTOR FINGERPRINT BACKGROUND CHECK CERTIFICATION

1. Hard copy of FINGERPRINT BACKGROUND CHECK CERTIFICATION, attached to this original Architectural Service Agreement hereto.

Fingerprint and Criminal Background Check Certification

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District "DISTRICT"** and the individual, company, or contractor named _____ "VENDOR," for provision of _____ services,

Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

A)

The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

~~O R~~

REQUEST FOR WAIVER:

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.

B) The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
 - Check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with pupils
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the Distri

 Authorized VENDOR Signature Printed Name Title Date

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:

Office use only	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ Chief Business and Financial Officer, Business Services Division OR Other Authorized District Agent
	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ Chief Business and Financial Officer, Business Services Division OR Other Authorized District Agent

EXHIBIT E
INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The CONSULTANT understands that, as an independent contractor, CONSULTANT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The CONSULTANT shall provide, through insurance policies or self- insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers or others not covered by the CONSULTANT's workers compensation coverage to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that workers compensation insurance is not provided by the DISTRICT, and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If the CONSULTANT is a self-employed individual, the CONSULTANT agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

1.3 COMPREHENSIVE GENERAL LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Comprehensive General Liability with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

1.4 AUTOMOBILE LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Automobile Liability with a limit of not less than \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Coverage shall include Automobile Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.5 PROFESSIONAL LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability with a limit of not less than \$1,000,000 per claim / \$2,000,000 Aggregate, Errors and Omissions Insurance or Professional Liability (5 year discovery and reporting tail period coverage) . The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.6 WORKERS COMPENSATION/EMPLOYER'S LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Employer's Liability with a limit of not less than \$1,000,000. The CONSULTANT shall provide the DISTRICT a Certificate of Insurance indicating "statutory" limits. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.7 SEXUAL ABUSE/MOLESTATION

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy with a limit of not less than \$1,000,000 Sexual Abuse Injury Limit of Insurance. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.8 SELF INSURED

In any instance in which successful proposer choose to self-insure the amount of the retained limit or the underlying policy limits, the assured, as self-insurer, has the same duties and obligations as above. The self-insured entity represents that it currently holds coverage in the amounts as required herein. Any deductibles or self-insured retentions must be declared to and approved by the District. District shall guarantee that, at the option of the District, either: (1) the self-insurer shall eliminate such deductibles or self- insured retentions in respects to the District, its Buyers, officers, employees, agents and volunteers; or (2) the self-insurer shall

procure a bond guaranteeing payment of losses and related investigation costs, claims, administrative and defense expenses.

1.9 INSURANCE TERMS AND CONDITIONS

The commercial General Liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- b. Waiver of Subrogation. Insurance policies shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by Consultant's insurance. Insurance policies shall contain provisions requiring the insurance carriers to waive their rights of subrogation against District, all additional insureds, and other insurance carriers for the Work. These waivers of subrogation rights shall extend to the officers, directors, employees licensors, and agents of the party. Program Manager shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds.
- c. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."
- e. Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Program Manager shall be called upon to contribute to a loss covered by insurance for the named insured.
- f. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees or consultants may be held responsible for payment of damages resulting from their operations.

- g. If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.
- h. CERTIFICATE HOLDER shall read as: Facilities Department, San Bernardino City Unified School District, 777 F Street, San Bernardino, CA 92410.
- i. All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

1.10 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the CONSULTANT's services herein, the CONSULTANT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

1.11 ADDITIONAL NAMED INSUREDS

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

1.12 WAIVER OF SUBROGATION RIGHTS

CONSULTANT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, consultants, contractors and subcontractors.

1.13 POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

1.14 INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.

EXHIBIT F

EQUAL OPPORTUNITY AND WORKMEN'S COMPENSATION

1. EQUAL OPPORTUNITY CERTIFICATION
2. RESPONDENT'S CERTIFICATE REGARDING WORKMEN'S COMPENSATION

EQUAL OPPORTUNITY CERTIFICATION

To: San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Respondent: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This respondent is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature _____

Title _____

Date _____

**RESPONDENT’S CERTIFICATE
REGARDING WORKMEN’S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Signature

Name of Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part ____ Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)

Attachment 1a Acceptance

CHECK ONE:

I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFQ/P No. 213 for ARCHITECTURAL AND ENGINEERING SERVICES AT San Bernardino High School – Building M “Maker Space” Project. The terms and conditions of the Sample Master Services Agreement are accepted as it is written and no changes are requested.

I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFQ/P No. 213 for ARCHITECTURAL AND ENGINEERING SERVICES AT San Bernardino High School – Building M “Maker Space” Project however the following modifications are requested at this time:

Proposing Firm Name

Authorized Signature

Name

Title

Date

ATTACHMENT 2
RESPONDENT QUESTIONNAIRE

The respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff. Failure to comply with this requirement may cause rejection of the respondent's proposal. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A – GENERAL INFORMATION

(1) Respondent name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of respondent: (check one)
Individual Partnership Corporation State: _____

(4) Names and titles of all principals/officers of the respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give respondent name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has respondent been in business under its present business name?

(8) How many years of experience does respondent have providing similar services?

(9) For how many public agencies has respondent provided similar services?

(10) Please list the public agencies, including any school districts that respondent has provided similar services for:

(11) Identify Educational Specifications Development and Master Planning Services performed for other school districts in accordance parameters described above.

(12) Separately list any consulting services that have been previously provided for the San Bernardino City Unified School District. State the name, scope and size of each project, and the beginning and ending dates of services. If none, state as such.

(13) Financial Information: Identify whether the respondent has ever filed a petition for bankruptcy. If so, provide the date the petition was filed and identify the jurisdiction in which it was filed.

SECTION B – LEGAL *(use additional pages as required)*

(13) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? If yes, provide the name of the public agency and briefly detail the dispute:

(14) Furnish and provide specific information on any termination for cause, litigations settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years involving the respondent. Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? If yes, provide details including the name of the other party:

(15) Is respondent, owners, and/or any principal or manager involved in or is respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? If yes, please provide details.

(16) Is respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

(17) Does respondent maintain errors and omissions coverage? If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(18) Will respondent comply with all District, local, State and Federal legal requirements, regulations and laws? Yes / No (circle one)

SECTION C – ADDITIONAL INFORMATION

(19) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

1. SECTION D – CONFLICT OF INTEREST

(20) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Yes / No (circle one).
Identify any conflict of interest in (a) below:

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

CERTIFICATION –

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Respondent Questionnaire pages one (1) through four (4)** is true and correct.

Executed this _____ day of _____, 2018, at
_____, State of _____.
City, County

Company Name

Signature

Title

Print Name

**ATTACHMENT 3
FEE SCHEDULE AND REIMBURSABLE EXPENSES**

NOT PART OF THE PHASE I QUALIFICATIONS RESPONSE

The respondents are required to provide their proposed fees in the format shown below. The proposed fees shall be used as only one of several criteria for selection of pre-approved firms.

Note: Responses by Shortlisted entities to Attachment 3 including Proposed Fee Schedule, Reimbursable Expenses, and requested pricing by phase should be submitted concurrently with the Design Competition proposal, but in a separate, sealed envelope, clearly stating the name of the proposing entity and RFQ/P Number 201.

- A. Phase1: Data Review, Key Stakeholder Outreach and Development of Educational Specifications

Phase 1 Time & Materials (T&M) Not to Exceed Cost	\$
---	----

- B. Phase 2: Design Development

Phase 2 Time & Materials (T&M) Not to Exceed Cost	\$
---	----

- C. Phase 3: Design Completion, DSA Approvals& Construction Bidding

Phase 3 T&M Not to Exceed Cost	\$
--------------------------------	----

- D. Phase 4: Construction Administration & Closeout

Phase 4 T&M Not to Exceed Cost	\$
--------------------------------	----

- E. Hourly Rates (use additional pages as necessary):

LABOR CLASSIFICATION	HOURLY RATE

REIMBURSABLE EXPENSES:

Consultants shall list the reimbursable expenses, if any, on a unit cost basis.

REIMBURSABLE EXPENSES	UNIT COST (\$)

Reimbursements:

The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount. Reproduction for District use shall be transmitted by selected respondents to District's reproduction vendor. Proposals must list basis for all other reimbursable costs including any markups.

Please note that the District does not reimburse the cost of postage, faxes, deliveries, telephone and communication, mileage and/or travel expenses to and from District offices and/or project sites. The only reimbursements paid to consultants shall be for the actual cost of incidental materials and services authorized prior by the District plus a mark-up, if any.

Name of Proposing Entity: _____

Authorized Signature: _____

Signatory Name & Title (printed) _____

**ATTACHMENT 4
EQUAL OPPORTUNITY CERTIFICATION**

To: San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Respondent (Firm Name) _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This respondent is (check and complete appropriate line):

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

The undersigned certifies that firm is an Equal Opportunity Employer and firm has made a good faith effort to improve minority employment.

Firm Name: _____

Signature _____

Signatory's Name: _____

Title _____

Date _____

**2. ATTACHMENT 5
RESPONDENT 'S CERTIFICATE
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

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

Proposing Firm

Authorized Signature

Name (Printed)

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part ____ Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)

BUSINESS OUTREACH PROGRAM

Company Information		Contact Information	
Company Name		Name	Title/Position
Address		Cell phone	- -
City		Office phone	- -
State	Zip	Fax	- -
Web Address		E-mail	

Ownership Type (check type)	Firm Size	License(s)	Business Certification (check all that apply)
<input type="checkbox"/> Sole Proprietor	Gross Revenue \$/yr	<input type="checkbox"/> A. General Engineering	<input type="checkbox"/> Small Business Enterprise (SBE)
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B. General Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)
<input type="checkbox"/> Partnership		<input type="checkbox"/> C. Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)
<input type="checkbox"/> Nonprofit		<input type="checkbox"/> Other:	<input type="checkbox"/> Woman-owned Business Enterprise (WBE)
<input type="checkbox"/> Other:			<input type="checkbox"/> Other:

Services, Business Goods (check all that apply)				
<input type="checkbox"/> Architecture	<input type="checkbox"/> Environmental	<input type="checkbox"/> Inspection	<input type="checkbox"/> Special Construction	
<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Equipment	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties	
<input type="checkbox"/> Concrete	<input type="checkbox"/> Exterior Improvements (including landscape/irrigation)	<input type="checkbox"/> Masonry	<input type="checkbox"/> Surveying	
<input type="checkbox"/> Conveying systems	<input type="checkbox"/> Financial	<input type="checkbox"/> Metals	<input type="checkbox"/> Thermal and Moisture	
<input type="checkbox"/> Demo/Remediation	<input type="checkbox"/> Finishes	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Doors and Windows	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Woods and Plastics	
<input type="checkbox"/> Earthwork	<input type="checkbox"/> Furnishings	<input type="checkbox"/> Portable Facilities	<input type="checkbox"/> Other:	
<input type="checkbox"/> Electrical	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Real Estate, Appraisal, Property Management	<input type="checkbox"/>	
<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC	<input type="checkbox"/> Safety and Security	<input type="checkbox"/>	

Local Business Outreach Profile (if applicable)

1. Local Business Identification

Located in City of San Bernardino or Highland Located in San Bernardino County

2. How do you prefer to receive notices for SBCUSD opportunities?

Telephone Fax E-mail

3. How do you normally receive notices for SBCUSD opportunities? District Website Chamber Trade Assoc. Plan Room Newspaper Mail Other:

