

**NOTICE INVITING PROPOSALS FOR  
FOR FULL SERVICE ARCHITECTURAL AND  
ENGINEERING SERVICES FOR CONSTRUCTION  
PROJECTS**

The San Bernardino City Unified School District (“District”), Facilities Management and Maintenance & Operations Department, is requesting proposals (“proposals”) from interested firms and entities who can provide full service architectural and engineering services (“Services”) for various K-12 modernization, school expansions, new construction school projects and other school construction projects. There are three sizes of construction projects that would be considered under this RFP: small, medium and large. The small projects are the ones with construction cost up to \$3 million; medium size are construction projects with the costs estimated between \$3 and \$10 millions, and the large projects are those having an estimated construction cost of more than \$10 million. All qualified architectural and engineering firms described in the RFP, including local firms are encouraged to submit proposals. Proposals may be submitted singly for one specific sized project or any combination of different size projects. Copies of the Request for Proposals (“RFP”) are available by e-mail, in person at the address below, or from the District’s web sites: <http://www.sbcusd.com/bids.aspx>; [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com); Proposal must be received at the address indicated below by personal delivery or U.S. Mail by no later than **June 30, 2011, 4:00 P.M. Pacific Time**. The District, at its sole discretion, reserves the right to reject any proposal received after the deadline stated herein. Proposals must be submitted in a sealed envelope, addressed as indicated below, with the name and address of the consultant in the upper, left corner, under which should be clearly printed: PROPOSAL FOR FULL SERVICE ARCHITECTURAL AND ENGINEERING SERVICES FOR CONSTRUCTION PROJECTS

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Facilities Management and Maintenance & Operations  
Department  
956 West 9<sup>th</sup> Street  
San Bernardino, California 92411  
Contact: Peace Aneke, Contract Analyst  
(909) 388-6100  
[Peace.Aneke@sbcsd.com](mailto:Peace.Aneke@sbcsd.com)

# **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**



## **REQUEST FOR PROPOSALS NO. 91 FOR FULL SERVICE ARCHITECTURAL AND ENGINEERING SERVICES FOR CONSTRUCTION PROJECTS**

### **PROPOSALS DEADLINE DATE**

June 30, 2011 at 4:00 p.m.

### **SUBMIT TO**

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

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## **PURPOSE OF THE RFP:**

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 Proposals (“RFP”) and will receive up to, but no later than **June 30, 2011 by 4:00 p.m.**, proposals (“proposal”) from interested individuals, firms and entities who can provide professional full service architectural and engineering services (“Services”) for various K-12 modernization, school expansions, new construction school projects and other school construction projects. There are three sizes of construction projects that would be considered under this RFP: small, medium and large. The small projects are the ones with construction cost up to \$3 Million; medium size are construction projects with the costs estimated between \$3 and \$10 Millions, and the large projects are those having an estimated construction cost of more than \$10 Million. All qualified architectural and engineering firms described in the RFP, including local firms are encouraged to submit proposals. Proposals may be submitted singly for one specific sized project or any combination of different size projects. Detailed scope of services is attached herein as Exhibit A and incorporated thereof as though set forth in full.

Proposals 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: **REQUEST FOR PROPOSALS FOR FULL SERVICE ARCHITECTURAL AND ENGINEERING SERVICES FOR CONSTRUCTION PROJECTS.**

The District intends to establish a shortlist of firms through review and numerical ranking of the proposals received. Subsequent to establishing the shortlist, the District plans to enter into negotiations for the purpose of entering into a master service agreement with one or more of the selected firms. Upon the execution of master service agreements with the firms, as the District identifies the need for the Services, the District will request additional qualifications and fee proposals from the approved firms for one or more specific project(s).

**Note: Firms with existing master service agreements with the district for the same type of services are required to resubmit their most recent qualifications to be considered for selection under this RFP.**

Upon selection of a firm to perform the required services, a more specific agreement will be executed between the District and the selected firm(s) for each individual or group of projects. The Agreement will show the cost, proposed fee for the services, specific details of the project and items that specify the services to be provided by the firm. The District anticipates issuing numerous specific agreements in order to meet the overall needs of the District.

The initial term of the Agreement shall be two (2) years from the Board of Education award. Agreement may be extended, at the sole discretion of the District, for three successive one-year terms, not to exceed an accumulative total of five years.

**GENERAL BACKGROUND ON THE DISTRICT:**

The San Bernardino City Unified School District is currently the eighth largest school district in California with approximately 66 schools in operation and a student enrollment of approximately 52,365. Currently the district has 44 elementary, 10 middle/prep high, 8 high schools, 3 specialty schools and 1 adult school. The District is engaged in a \$900 Million plus Facilities Capital Improvement Program (FCIP). FCIP is a multi-faceted program designed to add capacity to the District and modernize and improve existing District facilities while keeping the District School Board, the community and potential vendors informed about improvements and construction taking place on District's schools and administrative buildings.

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

**\*RFPs TIMELINE:**

Request for Proposals Issued .....	June 2, 2011
Deadline for Submittal of Questions .....	June 17, 2011
Responses to the Questions Submitted .....	June 21, 2011
<b>Due Date for Submittal of Proposals .....</b>	<b>June 30, 2011 @ 4:00 pm</b>
Anticipated Board Approval Date.....	August 2, 2011
Anticipated Notification to Pre-approved Firms.....	August 5, 2011

\* Dates are subject to change.

## QUESTIONS AND CLARIFICATION OF THE RFP

Questions, request for explanation or clarifications of any kinds in regards to this RFP shall be made in written form, submitted via email to Peace Aneke, Contract Analyst, Facilities Management/Maintenance and Operation Department at [Peace.Aneke@sbcusd.com](mailto:Peace.Aneke@sbcusd.com); by no later than 4:00 p.m., June 30, 2011.

The District will advise all firms known to have received a copy of the RFP of responses to the requests received for explanation or clarification, either by email or via facsimile and on the District website at [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com); All firms are advised to check the District websites for any updates.

## CONTENTS OF THE REQUEST FOR PROPOSALS

Firms must submit one (1) original, five hard copies and a compact disc "CD" copy of the proposals. All proposals should address the following items in the order listed below. The proposals are to demonstrate the qualifications, competence and capacity of the firm:

1. **Cover Letter/Letter of Interest** - Include a cover letter stating the eligibility of the firm to respond to this RFP, a brief description of the firm and statement of interest.
2. **Table of Contents** – The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.
3. **Firm's Data "Attachment 2"** – Each firm must completely answer the questions in Attachment 2 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified on the questionnaire.** The following shall be stated:
  - a. **Description Of Firm's Company** – Include a description of qualifications for providing the requested services. Include information regarding the size of the company, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
  - b. **Firms Personnel and Staffing Resources** – Submit resume(s) or profiles for each principal, professional and sub-consultant staff who will be proposed to provide the requested services, including their qualifications and recent related experience providing similar services. Each resume shall include but not be limited to the following information; (a) Education; (b) Years of relevant

experience; (c) Professional registrations, certifications and affiliations (d) Project-specific experience with focus on public projects and emphasis on K-12 projects providing architectural and engineering services, including dates and durations of each project listed and the name of firm where employed. Include an affirmative statement that the firm and all assigned key professional staff are currently licensed to perform the services and hold all proper business or other required licenses.

Identify any proposed consultants and any other relevant disciplines. List professional license numbers and dates as well as business address, telephone number and fax number. Disciplines that might be included are civil, structural, mechanical, plumbing, electrical and landscape architecture. Include brief resumes and related experiences for appropriate members of these firms. Explain the firm's technical capabilities in quality control and assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.

**c. Capacity & Methodology** – Describe how the firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting any deadlines, record of meeting schedules and deadlines of other clients; advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Describe the firm's ability to provide architectural and engineering services exclusively and in a timely manner for the District and the firm's commitment to providing personnel assigned to District's Projects. Information should be furnished for both the respondent and any sub consultants included in the proposal

**d. Experience and References** – Description of past performances of similar service and related experience. Each firm is required to submit a list of its most relevant architectural and engineering services provided in the last five (5) years that are of the approximate size of services described in the Scope of Services, Exhibit A, including all School District clients. The list shall include (1) the size of the project, (2) scope of the work, (3) date services were performed, (4) number of hours of service for the project, (5) client's name and address, (6) client contact name and phone number.

If applicable, specify the architectural and engineering services the firm may have provided for the District previously. State the scope of each project, and the beginning and ending dates of services.

- e. **Financial Information** - Furnish as appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the responses and award of ensuing contracts.)
- f. **Change Order Data** - Provide change order data for the public works projects performed in the last five (5) years. Include original estimates of project costs and a brief explanation of the change orders. List the purpose of the change order and by who and why it was requested.
- g. **Customer Service Commitment** – Describe the firm’s philosophy and approach for providing outstanding customer service.
- h. **Local Business Participation** – Describe the firm’s plan for inclusion of local businesses in the services to be provided for the District. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the County or the City and where the owner maintains an office in the City of San Bernardino or City of Highland. The District requires that at least ten (10) percent of all contracts for these services be set aside by the selected firm(s) for local businesses.
- i. **Litigation** – Furnish and provide specific information on any termination for default, 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. Identify if the firm or any employee of the firm is a party to an existing dispute with an owner, owner’s consultants or contractors, related to any project for which the firm provided architectural and engineering services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- j. **Additional Information** - Firms are encouraged to provide additional information or description of resources the firm feels is pertinent to the RFP. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.
4. **Fee Proposal Sheet and Reimbursables Expenses “Attachment 3”** – The Respondent shall state in a table in the format shown in Attachment 3 the fully burdened hourly rates of all



proposed personnel, including names, titles and a table of reimbursable expenses on a unit cost basis, if applicable.

- a. **Fee Schedule:** Include schedule for lump sum, percentage of construction costs for small, medium and large size projects as shown in Attachment 3.
- b. **Rate Schedule:** Include proposed hourly rates for all disciplines to be assigned to the project including rates for sub-consultants such as civil, structural, electrical, plumbing and mechanical engineers, cost estimators, fire protection engineers, etc. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and- materials basis.
- c. **Reimbursable Expenses:** 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 firms to District's reproduction vendor. Proposals must list basis for all other reimbursable costs including any markups.

**Note:** The District does not reimburse travel expenses to and from District offices and/or project sites.

5. **Equal Employment Opportunity (EEO) Certification "Attachment 4"** – Each responding firm must certify that compliance with the federal EEO requirements is met.
6. **Worker's Compensation Insurance Certification "Attachment 5"** - Complete and sign the Worker's Compensation Insurance Certification form. Respondents shall describe the outcome of design and construction-related claims, if any, filed against the firm'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 firm according to the terms of this RFP.
7. **Local Business Outreach Program "Attachment 6"**– Firms 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 local professional service providers in the Facilities Capital Improvement Program. Copies of the LBOP registration form is attached hereto as Attachment 6.

At a minimum, the following documents will be required of the selected firms:

- Master Service Agreement
- Proof of DOJ Fingerprinting clearance
- W-9 Form (IRS Form 1099)

## **PREPARATION AND SUBMITTAL OF THE RFP**

### **Proposal Submittal and Deadline**

One original, five hard copies and a CD copy of the proposals must be submitted under sealed cover by no later **than 4 p.m. on June 30, 2011**. Mark your company name, proposal title and RFP deadline on the outside of the sealed proposal envelope or box.

Proposals shall be delivered to the attention of:

Peace Aneke, Contract Analyst,  
Facilities Management/Maintenance and Operations Department,  
San Bernardino City Unified School District,  
956 W. 9<sup>th</sup> Street,  
San Bernardino, CA 92411  
[Peace.Aneke@sbcusd.com](mailto:Peace.Aneke@sbcusd.com);

**It is the sole responsibility of the firm submitting the proposal to ensure that their proposal and any amendments are actually received in the office prior to the deadline time and due date.** Unless this RFP is extended by a written amendment, proposals received after the time on the due date, will not be considered. Fax, email or telegraphic proposals will not be accepted.

### **Proposal 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 firms responding to the RFP including, but not limited to, the firm's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the firm and will not be reimbursed by District.

District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

### **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 RFP. Selection or rejection of the proposal shall not affect this right.

### **Modification Or Withdrawal Of RFP**

A firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the due date deadline specified.

### **Amendments**

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential firms known to have received a copy of the RFP and/or by publishing the amendment on the District website: [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com); .

### **Equal Opportunity**

The firm 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 RFP.

Firm 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 firm or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful firm 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 proposal.

### **Waiver or Breach Thereof**

No term or provision of this RFP 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 firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the firm or any agent or representative of the firm, 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 RFP. 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 firm agreed to supply shall be borne and paid for by the firm. 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**

The firm, 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 firm (s) 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 firm 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 firm 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 RFP.

### **Independent Contractor**

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

### **Compliance with Laws**

In connection with the furnishing of services or performance of work under this RFP, the firm 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.

## PROPOSAL EVALUATION, AWARD AND AGREEMENT

### **Proposal Evaluation:**

A District Proposal Evaluation Committee will determine which, if any, proposals are in the District's overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing firm. The District may request any or all proposing firms to participate in a presentation and/or interviews in regards to their proposal. The invited firms must be able to be available for the presentation and/or interviews within two days of the request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any number of proposing firms, as determined by the District, for entering into contract agreements.

### **Evaluation Criteria:**

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

1. **Proposal Packet** – Completeness and clarity of proposal content.
2. **Firm Qualifications** – Company size, years in business, licenses and certifications, etc. A minimum of five (5) years of experience as a licensed architectural and engineering firm in the State of California with at least three (3) years of that experience in K-12 public school projects is required.
3. **Firm's Personnel and Staffing Resources** – Professional qualifications and specialized experience of the proposed staff including the quality of the firm's professional personnel to be assigned to District projects and the quality of the firm's management support personnel to be available for technical consultation and/or assistance; a percentage of the total score will be given to consulting firms that identify their plan for recruiting and utilizing local businesses within the boundaries of the City of San Bernardino and the City of Highland.
4. **Capacity & Methodology** – Current capacity and likelihood of the firm to successfully meet the needs of the District and fulfill the requirements of each Agreement issued within the timelines given.
5. **Experience & References** – Experience and expertise of the firm in providing similar services to other public entities of comparable size and scope, especially a school district.
6. **Financial Stability, Local Businesses Participation and Customer Service** – The solvency of the responding firms, involvement and integration of the local businesses in the overall services, willingness and availability of the firm to assist the District in the assessment, evaluation, administration, procedures, presentations and reporting regarding any assignment related to the District projects.
7. **Fee Schedule** – Rates for different classifications to be utilized in any assignment.

## **GENERAL TERMS AND CONDITIONS**

### **Local Businesses Participation**

The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the cities of San Bernardino and Highland by means of increasing the participation of these businesses in the District's purchase of goods and services. The District requires that at least ten (10) percent of all contracts for these services be set aside by the selected firm(s) for local businesses. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the City and where the owner maintains an office. The firm will be required to certify on the invoices the names of local businesses utilized in any and all District assigned work.

### **District Obligation**

Receipt of proposals and responses to this RFP 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 any proposal or in the RFP process.

### **Award of Contract**

This RFP implies no obligation to award contracts to any firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District. The District reserves the right to reject all proposals.

### **Approval To Start Work**

The successful firm(s) may perform work once a Master Services Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

### **Ownership Of Documents**

All proposals and materials submitted in response to this RFP 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, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected firms. Selected firms agree not to assert any rights or to establish any claim under the design patent or copyright laws.

### **Joint Ventures**

Where two or more firms desire to submit a single response to this RFP, 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 firm and not with multiple firms doing business as a joint venture.

### **Assignment**

If a contract is issued to the successful firm(s), 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 firm 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.

### **Firm 's Power And Authority**

The firm 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, firm 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**

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

## EXHIBIT A

### SCOPE OF SERVICES – ARCHITECTURAL AND ENGINEERING SERVICES

Selected architectural and engineering firms may be required to provide the necessary professional services for one or more of the following:

- A. New Construction and/or Expansion
- B. Modernization and Retrofit
- C. Lease Lease-Back Delivery Method
- D. Multi-Prime Delivery Method
- E. Traditional Design-Bid-Build Delivery Method

Typically the architectural and engineering services to be performed shall include the following:

- a. Review approved Master Plan, if applicable, and any environmental clearance reports (CEQA).
- b. 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.
- c. 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.
- d. 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.
- e. All documents required for bid procurement (through coordination with District assigned Owner's Representative).
- f. 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.
- g. If required by the District, 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. utilizing the web-based Primavera Expedition (Contract Manager) from start of the design phase through completion of construction and project closeout. In needed, Primavera Expedition (Contract Manager) training will be provided by the District along with user licenses at no charge.
- h. 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.



i. 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.

j. Prepare as-built drawings when deemed necessary.

k. 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.

1. Civil Engineering
2. Structural Engineering
3. Mechanical, Plumbing and Fire Protection Engineering
4. Electrical Engineering and Emergency Power Systems
5. Communications and Audio-visual Systems and other Low Voltage Systems Engineering
6. Space Planning
7. Energy Conservation Consulting
8. Environmental Services
9. Construction Cost Estimating

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.

n. If required by the District, develop and define roles and responsibilities, handbooks/guidelines, commissioning plans, request for proposals (RFP), scopes of work, and contracts.

ATTACHMENT 1



***SAMPLE COPY ONLY***

# ***ARCHITECTURAL SERVICES AGREEMENT***

***BETWEEN***

***SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT***

***AND***

***{A/E firm's name}***

***FOR ARCHITECTURAL AND ENGINEERING SERVICES***

***FOR***

***{Name of Project}***

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## ***ARCHITECTURAL SERVICES AGREEMENT***

This Architectural Services Agreement, hereinafter referred to as “AGREEMENT,” is made and entered into this [redacted] day of [redacted] in the year 20xx by and between the **SAN BERNARDINO CITY UNIFIED 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.

**WHEREAS**, DISTRICT desires to obtain architectural and engineering services for the modernization of [redacted] School, hereinafter referred to as “PROJECT,” located within the DISTRICT; and

**WHEREAS**, ARCHITECT understands that Office of Public School Construction (“OPSC”) funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent that services have been rendered pursuant to DISTRICT Board authority; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural and engineering 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***

#### ***1.1 PERIOD OF AGREEMENT***

This Agreement shall be for a period beginning [redacted], and continuing through [redacted]. At the conclusion of the initial term of the Agreement, the parties may mutually agree in writing to extend the Agreement for successive terms.

#### ***1.2 SERVICES AS ENUMERATED HEREIN***

The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants i) as enumerated in Articles 2 and 3 and elsewhere in this AGREEMENT.

#### ***1.3 STANDARDS OF PROFESSION***

The ARCHITECT’s services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that ARCHITECT will follow the standards of ARCHITECT’s profession in performing all services under this AGREEMENT.

**ARTICLE 2**  
**ARCHITECT'S SCOPE OF BASIC SERVICES**

**2.1 BASIC SERVICES**

**2.1.1 Description of Basic Services.** The ARCHITECT's Basic Services include those services described in this Article 2 and elsewhere in this AGREEMENT and include 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 Contract ("DISTRICT/Contractor Contract") between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the DISTRICT/Contractor Contract, drawings, specifications, addenda and other documents listed in the DISTRICT/Contractor Contract, and modifications issued after execution of the DISTRICT/Contractor Contract.

**2.1.2 Expeditious Performance.** The ARCHITECT shall complete the ARCHITECT's Scope of Basic Services within the timeframes and according to the tasks specified in this AGREEMENT.

**2.2 GENERAL**

ARCHITECT's general responsibilities for the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT.

**2.2.1 Presentations and Meetings.** The ARCHITECT shall prepare for and make formal presentations to the DISTRICT Board of Education, and attend public hearings and other public meetings.

**2.2.2 Program Manager, Construction Manager or Separate Consultants.** The ARCHITECT shall provide services in connection with the work of a Program Manager, Construction Manager or other separate consultants retained by the DISTRICT. Services provided by the ARCHITECT in connection with consultants and which shall be considered Additional Services under this AGREEMENT are set forth in Subparagraph 3.1.22.

**2.2.3 Written Record.** 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.

**2.2.4 Use and Selection of Manufactured Items.** The ARCHITECT shall cooperate and consult with the 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 not specified as part of DSA Pre-Checked (PC), re-use or modular building designs shall be standardized to DISTRICT's criteria (herein referred to as the DISTRICT's Design Standards) and shall be in compliance with the requirements of Public Contract Code §3400.

**2.2.5 Operating and Maintenance Costs.** The ARCHITECT shall consider operating and maintenance costs when selecting systems for the DISTRICT.

- 2.2.6 Recommendations Regarding Equipment.** The ARCHITECT shall provide recommendations to the DISTRICT regarding ownership and operating costs of equipment for the PROJECT.
- 2.2.7 Design Services for Signage.** The ARCHITECT shall provide design and other services required for or in connection with interior and exterior signage for the PROJECT. All other interior and exterior design services for special graphics and logos are Additional Services as described under Subparagraph 3.1.11 of this AGREEMENT.
- 2.2.8 Schedule for Performance of Services.** The ARCHITECT shall submit for the DISTRICT's approval a detailed schedule for the performance of the ARCHITECT's services. The schedule may, as the PROJECT proceeds, be adjusted only 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 ARCHITECT shall consult with the DISTRICT to coordinate the ARCHITECT's detailed schedule with the PROJECT master schedule. The time limits established by ARCHITECT's detailed schedule as approved by the DISTRICT shall not, except for reasonable cause beyond the ARCHITECT's control and as agreed to by the District as set forth herein, be exceeded by the ARCHITECT.
- 2.2.9 Detailed Construction Estimates.** The ARCHITECT shall provide written detailed cost estimates in accordance with the schedule established under Subparagraph 2.2.8 fo this AGREEMET. Estimates shall include all PROJECT Construction Costs in a format approved by the DISTRICT.
- 2.2.10 Obtaining Required Approvals.** The ARCHITECT will obtain required approvals from all applicable governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, and telephone services, as well as the OPSC and DSA.
- 2.2.11 Submissions to Division of the State Architect.** The schematic design, design development and 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 -----.
- 2.2.12 Programmatic Changes.** The ARCHITECT shall provide services required due to programmatic changes in the PROJECT, including, but not limited to, budget, size, quality, complexity; method of bidding or negotiating the contract for construction, except when such revisions are made after ARCHITECT's completion and DISTRICT's approval of Design Development documents which shall be an Additional Service as set forth under Subparagraph 3.1.1.
- 2.2.13 Revisions to Project Documents.** The ARCHITECT shall make revisions to PROJECT drawings, specifications, manuals and other affected documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT; and when revisions are necessary due to DISTRICT's adjustments in the PROJECT program or budget, except when such revisions are made necessary as a result of the DISTRICT's adjustment to the PROJECT program or budget after ARCHITECT's completion of and DISTRICT's approval of Design Development documents which shall be an Additional Service as set forth under Subparagraph 3.1.1.
- 2.2.14 Compliance with Applicable Laws.** The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

- 2.2.15 Certification Regarding No Asbestos-Containing Building Materials.** The ARCHITECT shall certify, to the best of ARCHITECT's information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing building materials ("ACBMs") were specified as a building material in any construction document for the PROJECT and shall ensure that contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any ACBMs. ARCHITECT shall include statements in the specifications that ACBMs shall not be included. This certification shall be part of the final PROJECT submittal.
- 2.2.16 Assist in Legal Proceedings.** ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.
- 2.2.17 Access to the Work.** The ARCHITECT shall have access to the work at all times.
- 2.2.18 Modification of Authority.** The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and the ARCHITECT.
- 2.2.19 Design and Construction Documents by Others.** The ARCHITECT will be responsible for incorporating the design of building components prepared by other builders into the PROJECT. The ARCHITECT will be responsible for the coordination and the site design including all utilities and between this part of the work by others and the PROJECT.
- 2.2.20 Coordination with Office of Public School Construction ("OPSC").** ARCHITECT shall coordinate and submit projects to OPSC for funding.
- 2.2.21 Preliminary Collaborative for High Performance Schools.** When requested, ARCHITECT shall provide a Collaborative for High Performance Schools (CHPS) scorecard along with design recommendations. ARCHITECT shall implement CHPS design items as required by the District.

### **2.3 PROGRAMMING AND PLANNING PHASE**

ARCHITECT's responsibilities for the Programming and Planning Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in the AGREEMENT.

- 2.3.1 Meetings with DISTRICT Staff and Program Development.** ARCHITECT shall meet with School Site Administrators and other DISTRICT Representatives prior to commencement of design work to obtain their concerns and preferences and to align them with the design for the PROJECT. ARCHITECT shall incorporate this information into a written Program document for the project.
- 2.3.2 Project Coordination Meetings.** 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.
- 2.3.3 Project Description.** 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.



- 2.3.4 Preliminary Project Evaluation.** 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 requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.
- 2.3.5 Surveys, Site Evaluations and Comparative Studies.** The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations. ARCHITECT shall field verify existing conditions by all disciplines and provide photographs of existing conditions.
- 2.3.6 Detailed Quantity Surveys.** ARCHITECT shall provide detailed quantity surveys that provide inventories of material, equipment and labor. ARCHITECT shall prepare drawings based on field surveys and potential scope of work items.
- 2.3.7 Utility Capacity and Design.** The ARCHITECT shall be responsible for determining the capacity of existing utilities and for any design changes or documentation required to make points of connection to existing utility services required for the PROJECT.
- 2.3.8 Interim Housing Sitework Drawings.** ARCHITECT shall coordinate and provide interim housing sitework drawings, where required, to include site work, utilities, fire alarms, communications and tie ins to existing school systems and obtain DSA, City Fire Department and District approvals.
- 2.3.9 Hazardous Material Abatement.** ARCHITECT shall coordinate design documents with hazardous material Assessment Reports and Abatement Plan provided by the Asbestos, Lead & Hazardous Materials third party Consultant(s).

## **2.4 SCHEMATIC DESIGN PHASE**

ARCHITECT's responsibilities for the Schematic Design Phase of the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT.

- 2.4.1 Confirm Program Requirements.** The ARCHITECT shall review the Program developed during the Programming and Planning Phase as set forth under Subparagraph 2.3 and secure DISTRICT approval of the Program prior to commencing the Schematic Design Phase.
- 2.4.2 Schematic Design Documents.** The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations that are applicable to these documents.
- 2.4.3 Studies and Site Utilization Plans.** The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.
- 2.4.4 Separate Construction Contracts if Directed by DISTRICT.** If directed by the DISTRICT at the time of DISTRICT's approval of the schematic design, the ARCHITECT shall prepare the Construction Documents so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the

modernization of certain buildings, facilities, or other portions of the PROJECT may be deferred.

- 2.4.5 **Alternate Construction Schemes.** Alternate construction schemes established by the DISTRICT subsequent to the Schematic Design Phase that are the result of no fault of the ARCHITECT will be provided by the ARCHITECT as an additional service in accordance with Article 3.
- 2.4.6 **Qualified Engineers.** ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article 12. ARCHITECT shall ensure that each engineer places name, seal and signature on all drawings and specifications prepared by said engineer.
- 2.4.7 **Existing Conditions and Facilities.** The ARCHITECT shall investigate existing conditions and facilities and verify drawings of such conditions and facilities.
- 2.4.8 **Budget and Scope Constraints.** The ARCHITECT shall perform Schematic Design Services so as to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- 2.4.9 **Written Estimate of Construction Cost.** The ARCHITECT shall submit to the DISTRICT a written detailed estimate of the PROJECT Construction Cost in conformance with Articles 5 and 6 of the AGREEMENT and shall immediately notify the DISTRICT in writing of any adjustments to the estimate of Construction Cost, including adjustments arising from market fluctuations or approved changes in scope or requirements.

## 2.5 **DESIGN DEVELOPMENT PHASE (PRELIMINARY PLANS)**

ARCHITECT's responsibilities for the Design Development Phase of the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT.

- 2.5.1 **Design Development Documents.** Upon approval by the DISTRICT of the services set forth in Article 2, Paragraph 2.4, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections and other documents necessary to depict the Design of 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.
- 2.5.2 **Estimated PROJECT Construction Cost.** The ARCHITECT shall submit to the DISTRICT an updated, written detailed estimate of the PROJECT Construction Cost in conformance with Articles 5 and 6 of the AGREEMENT and based on the approved Construction Cost established in the Schematic Design Phase, and shall immediately notify the DISTRICT in writing of any adjustments of previous estimates of Construction Cost, including adjustments arising from market fluctuations or approved changes in scope or requirements.
- 2.5.3 **Budget and Scope Constraints.** The ARCHITECT shall perform Design Development Services so as to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

## 2.6 **CONSTRUCTION DOCUMENTS PHASE (FINAL PLANS)**

ARCHITECT's responsibilities for the Construction Documents Phase of the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT.

**2.6.1 Construction Documents.** The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in the most current AutoCAD format and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of OPSC and DSA. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

**2.6.2 Agency Approvals and Fees.** 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 the OPSC, DSA, CDE, City Design Review ("CDR"), Fire Department, County Health Department, Department of Public Works ("DPW"), and others that have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies. ARCHITECT shall, whenever feasible, establish beforehand the exact fees due to governmental agencies and submit this cost information to DISTRICT so that payments can be prepared by DISTRICT. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

**2.6.3 Adjustments of Previous Estimates of Project Construction Cost.** The ARCHITECT shall submit to the DISTRICT an updated, written detailed estimate of the PROJECT Construction Cost in conformance with Articles 5 and 6 of the AGREEMENT, and based on the approved Construction Cost established in the Design Development Phase, and shall immediately notify the DISTRICT in writing of any adjustments in previous estimates of the PROJECT Construction Cost, including adjustments arising from market fluctuations or approved changes in scope or requirements.

**2.6.4 Design Revisions to Comply with Budget and Scope.** If the estimated PROJECT Construction Cost exceeds the budget constraint, 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 5 and 6, unless otherwise modified by written authorization of the DISTRICT.

## **2.7 BIDDING AND AWARD PHASE**

ARCHITECT's responsibilities for the Programming and Planning Phase of the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT and in the Construction Documents

**2.7.1 Obtaining Bids and Award of Construction Contract.** 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.

**2.7.2 Bidding Information and Forms.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans and specifications that include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical,

electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

**2.7.3 *Print and Distribute Bidding Information, Assist District's Legal Advisor.*** The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

**2.7.4 *Reproducible Construction Documents, AutoCAD Diskette File.*** The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

**2.7.5 *Modify Construction Documents.*** If the lowest bid exceeds the budget 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 the PROJECT budget as set forth in Articles 5 and 6.

## **2.8 CONSTRUCTION PHASE**

ARCHITECT's responsibilities for the Construction Phase of the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT.

**2.8.1 *Commencement of Construction Phase.*** The Construction Phase will commence with the award of the Construction Contract to Contractor.

**2.8.2 *Reproducible Contract Documents.*** The ARCHITECT shall reproduce three sets of contract documents at each phase submittal and all progress prints for ARCHITECT's and its consultants' use as part of basic services. All other sets printed by the ARCHITECT for the DISTRICT or Contractors shall be performed by the DISTRICT's low bidder for printing services and approved by the District in advance.

**2.8.3 *Technical Direction to Inspector.*** The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law.

**2.8.4 *Advice to Contractor Regarding Prints for Buried Utility Lines.*** The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

**2.8.5 *Endeavor to Secure Contractor Compliance.*** The ARCHITECT shall endeavor to secure compliance by Contractor with the contract requirements, but such endeavor shall not in any case be construed as ARCHITECT's guarantee of the performance of Contractor's contract requirements.

**2.8.6 *Administration of the Construction Documents.*** The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation, which is distinguished from the continuous personal inspection of the PROJECT inspector, but which in no case shall be less than once every week; make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with

design; approve substitution of materials, equipment and the laboratory reports thereof subject to DISTRICT knowledge and written approval; assist the PROJECT Construction Manager in the review of Requests for Information (“RFIs”) and preparation of change orders for written approval of the DISTRICT; examine Contractor’s applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT’s review and approval; determine date of completion of the PROJECT; make final punch-list review of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams and charts required of the Contractor; and issue the ARCHITECT’s certificate of completion and final certificate for payment.

**2.8.7 *Deficiencies in Construction Following Acceptance of Work.*** The ARCHITECT, as part of 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.

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

**2.8.9 *Recommendations on Claims.*** The ARCHITECT shall make written 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.

**2.8.10 *Nonconforming Work.*** The ARCHITECT shall advise the DISTRICT in writing to reject work that does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT in writing 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.

**2.8.11 *No Orders That Amend Construction Documents.*** The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to expenses not covered in the Construction Documents or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

**2.8.12 *DISTRICT’s Representative.*** 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.

**2.8.13 *Services Made Necessary by Defects or Deficiencies.*** The ARCHITECT shall, at no additional cost to the DISTRICT, 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.

**2.8.14 *Certification of Contractor Payments.*** The ARCHITECT shall, in cooperation with the Construction Manager, review and certify the amounts due the Contractor. 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 Construction Documents and that the Contractor is entitled to payment in the amount certified.

**2.8.15 *Review of Contractor's Submittals.*** The ARCHITECT shall review and approve or take other appropriate action upon 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 shall, in the ARCHITECT's professional judgment, allow for sufficient time to permit adequate review.

**2.8.16 *Change Orders.*** The ARCHITECT shall prepare supporting documentation and data for change orders and assist the Construction Manager with preparation of change orders for the DISTRICT's review in accordance with the Construction Documents. The ARCHITECT may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction, based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

**2.8.17 *Final Completion and Final Certificate for Contractor Payment.*** The ARCHITECT shall observe and evaluate the PROJECT to determine the date or dates of final completion, 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.

**2.8.18 *Evaluation of Contractor Performance.*** The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

**2.8.19 *Evaluation of Contractor Substitutions.*** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and for making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

**2.8.20 *Governing Authorities, PROJECT Closeout.*** The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC and DSA, in a timely manner and ensure proper PROJECT closeout and DSA certification.

**2.8.21 *Recommendations on Claims and Disputes.*** The ARCHITECT shall, within a reasonable time, evaluate and render written recommendations on all claims, disputes and other matters at issue between the DISTRICT and the Contractor relating to the execution and progress of the work as provided in the construction contract. Under no circumstances shall said evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT.

**2.8.22 *AutoCAD File of Record Conditions.*** The ARCHITECT shall, at no additional cost to the DISTRICT, prepare and submit to the DISTRICT an AutoCAD file of all record conditions.

**2.8.23 Documents Due Prior to Start of Construction.** Prior to start of construction, the following two documents shall be prepared by the ARCHITECT and submitted to the DISTRICT:

- (i) Contract Information Form SSS 102.; and
- (ii) Inspector Qualification Record Form SSS 5, which shall be submitted ten (10) calendar days prior to the time of starting construction.

**2.8.24 Assistance in Utilization of Equipment and Systems.** The ARCHITECT shall provide assistance in the utilization of equipment and systems such as testing, adjusting and balancing, preparation of operations and maintenance manuals, training of personnel for operations and maintenance, and consultation during operations.

## **2.9 PROJECT CLOSEOUT**

ARCHITECT's responsibilities for the Closeout Phase of the PROJECT include those responsibilities set forth hereinbelow and as described elsewhere in the AGREEMENT.

**2.9.1 Ensure Delivery of Documents.** The ARCHITECT shall ensure delivery of all of the documents described in .1 and .2 below to the DSA for review prior to issuance of a "Certificate of Completion."

**.1** During the period that the PROJECT is under construction, the following documents are required:

- (i) copies of all of the Inspector of Record's semi-monthly reports; and
- (ii) copies of laboratory reports on all tests and laboratory inspections performed on the PROJECT and returned to the PROJECT.

**.2** Upon completion of construction of the PROJECT, the following documents are required:

- (i) copy of the Notice of Completion;
  - (ii) Final Verified Report Form SSS 6A/E certifying that all work is one hundred percent (100%) complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer;
- (iii) Final Verified Report Form SSS 6 certifying that all work is one hundred percent (100%) complete from the Contractor or Contractors, Inspector of Record and Special Inspectors;
- (iv) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, and other similar documents;
- (v) Weighmaster's Certificate, if required by approved drawings and specifications;
- (vi) copies of the signature page of all Addenda as approved by DSA;

- (vii) copies of the signature pages of all Deferred Approvals as approved by DSA;
- (viii) copies of the signature page of all Change Orders as approved by DSA; and
- (ix) verification by the Inspector of Record (“IOR”) that all items noted on any Field Trip Notes have been corrected.

**ARTICLE 3**  
**ARCHITECT’S ADDITIONAL SERVICES**

**3.1 ADDITIONAL SERVICES DEFINED, COMPENSATION**

ARCHITECT’s Additional Services are defined in 3.1.1 through 3.1.24 below and are not included as Basic Services under this AGREEMENT. Additional Services shall be paid using the hourly rates shown in Exhibit B, attached hereto and made a part thereof of this AGREEMENT unless otherwise agreed in writing between DISTRICT and ARCHITECT. ARCHITECT shall notify the DISTRICT in writing of the need for Additional Services that, in the ARCHITECT’s opinion, are required due to circumstances beyond the ARCHITECT’s control. ARCHITECT shall obtain advance written authorization from the DISTRICT before rendering Additional Services, and ARCHITECT shall not be entitled to compensation for Additional Services unless said written DISTRICT authorization has been obtained in advance. If the DISTRICT deems that such Additional Services are not required, DISTRICT shall provide written notice of such to ARCHITECT within ten (10) calendar days of ARCHITECT’s written notice to DISTRICT, and ARCHITECT shall, if so notified, have no obligation to provide such Additional Services and shall not be held liable by the DISTRICT for any losses or damages that may arise from not providing such Additional Services. ARCHITECT’s compensation for Additional Services shall be in addition to Basic Services and shall be paid using the hourly rates shown in Exhibit B, attached hereto and made a part thereof of this AGREEMENT unless otherwise agreed in writing between DISTRICT and ARCHITECT.

**3.1.1 Revisions to Drawings, Specifications and Other PROJECT Documents.** Making material revisions to drawings, specifications or other PROJECT documents i) when such revisions are required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation, completion and DSA approved and/or other agency of the Construction Documents; ii) when such revisions are inconsistent with written approvals or instructions previously given by the DISTRICT; iii) when revisions are made necessary by the DISTRICT’s adjustment to the PROJECT program or budget or method of bidding or negotiating the contract for construction after ARCHITECT’s completion of and DISTRICT’s approval of Design Development documents; or iv) when revisions are necessary due to any services made necessary as a result of the DISTRICT’s request, after the execution of the AGREEMENT, for modifications to or substitution of ARCHITECT’s standard form General and Supplementary Conditions.

**3.1.2 Change Orders Beyond Control of ARCHITECT.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with contract change orders to the extent that the adjustment in the ARCHITECT’s compensation resulting from the adjusted Construction Cost is not commensurate with the services of the ARCHITECT, provided that such contract change orders are required by causes beyond the control of the ARCHITECT and are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.



- 3.1.3 Damage to Work by Fire or Other Causes.** Providing consultation concerning replacement of work damaged by fire or other causes during construction and furnishing services required in connection with the replacement of such work-, except where damage resulted from the negligent acts, errors or omissions or the willful misconduct of the ARCHITECT.
- 3.1.4 Default of Contractor or Failure of Other Parties.** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT, Contractor or others performing services or providing work on the PROJECT, and which do not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
- 3.1.5 PROJECT Let on Segregated Basis.** If, after the completion of Design Development documents, the DISTRICT requests that the PROJECT be let on a segregated basis, where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and contract administration work, including services in connection with bidding, negotiation or construction, to prepare the segregated plans shall be an Additional Service, subject to prior negotiation and written DISTRICT approval. Segregation under this Subparagraph 3.1.5 shall be meant to include separate (multiple prime) or sequential bids, bid alternates, and phasing or fast-tracking of the work. DISTRICT acknowledges that such segregated procedures may complicate the coordination of the Contract documents and may result in additional construction costs, for which the ARCHITECT shall not be liable.
- 3.1.6 Contract Administration After Construction Contract Time Has Been Exceeded.** Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.
- 3.1.7 Services After Completion.** Providing services other than those identified in the AGREEMENT as Basic and Additional Services after Final Completion.
- 3.1.8 Special Studies.** Providing services consisting of investigation, research and analysis of the DISTRICT's special requirements for the PROJECT; and documentation of findings, conclusions and recommendations for master planning to provide design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the PROJECT during the Construction Phase
- 3.1.9 Renderings.** Providing services relating to graphic pictorial representations, as required by the DISTRICT, of the proposed PROJECT and consisting of black and white elevation and perspective views; and color elevation and perspective views.
- 3.1.10 Model Construction.** Providing services consisting of preparation of small-scale block models showing relationship of structures to site; moderate-scale block models of structures designed for the PROJECT; moderate-scale detailed models of structures designed for the PROJECT, showing both interior and exterior design; and large-scale models of designated interior or exterior components of the PROJECT.
- 3.1.11 Graphics Design.** Providing services consisting of design of interior and exterior special graphics and logos for the PROJECT; documentation of requirements for procurement of graphics work; managing procurement of graphics work; and coordination of delivery and installation. It is understood that services for interior and exterior signage for the PROJECT are Basic Services, as set forth under Subparagraph 2.2.7 of this AGREEMENT.

- 3.1.12 *Fine Arts and Crafts Services.*** Providing services relating to acquisition of fine arts or crafts to be a part of the PROJECT and consisting of consultations on selection, commissioning and execution; design integration; managing procurement; and purchasing fine arts or crafts on the DISTRICT's behalf.
- 3.1.13 *Special Furnishings Design.*** Providing services relating to ARCHITECT-designed special furnishings and equipment incorporated into or provided for the PROJECT and consisting of design and documentation; specifications or standards; management of procurement; coordination of installation; and purchase on the DISTRICT's behalf.
- 3.1.14 *Non-Building Equipment Selection.*** Providing services relating to equipment and furnishings not incorporated into the construction of the PROJECT and consisting of establishment of needs and criteria; preparation of requirements; specifications and bidding or purchasing procedures; management of procurement; coordination of delivery and installation; and purchase of non-building equipment on the DISTRICT's behalf.
- 3.1.15 *Project Promotion and Public Relations.*** Providing services relating to presentation of the PROJECT to the public or identified groups and consisting of preparation of press releases; preparation of special brochures and promotional pieces; assistance in production and distribution of promotional materials; and presentations at public relations and promotional meetings.
- 3.1.16 *Leasing Brochures.*** Providing services relating to preparation of special material to assist the DISTRICT in leasing the PROJECT and consisting of design; preparation of illustrations and text; and arranging for and managing production.
- 3.1.17 *Expert Witness.*** Providing services consisting of preparing to serve and serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 3.1.18 *Computer Applications.*** Providing services consisting of computer program development and computer program search and acquisition, for programming; economic feasibility; financial analysis; detailed PROJECT construction scheduling; market analysis; and construction cost accounting.
- 3.1.19 *Materials and Systems Testing.*** Providing services relating to testing of components of the completed PROJECT for conformance with construction contract requirements and consisting of procurement of testing services; and monitoring testing.
- 3.1.20 *Mock-Up.*** Providing services relating to the construction of full- or half-size details of components of the PROJECT for study and testing during the Design Phase and consisting of design and documentation for the required mock-ups; management and coordination of pricing and contracting for mock-up services; construction administration of mock-up construction activities; arrangements for testing and monitoring performance of mock-ups; administration of testing and monitoring services; and review, analysis and reporting of results of testing and monitoring services.
- 3.1.21 *Motion Pictures and Videotape.*** Providing services relating to preparation of promotional or explanatory motion picture or videotape presentations of the PROJECT during the Design or Construction Phases.
- 3.1.22 *Coordination with Non-Design Professionals.*** Providing services consisting of consultation and coordination with non-design professionals not referenced in the

AGREEMENT, including but not limited to economists, sociologists, attorneys and accountants, for preparation of economic studies; and sociological impact studies.

**3.1.23 Artist Support.** Providing services consisting of collaboration with and architectural and engineering design support of artists selected by the DISTRICT; and incorporation, coordination and implementation of artwork into the design of the PROJECT.

**3.1.24 Publication of Information.** Providing services consisting of informational summary documents.

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

**3.1.26 Services for the following disciplines:** Provide Network Systems services including data, VOIP and CATV engineering. ARCHITECT will provide required conduit and telephone/data outlets, MDF/IIDF layout and power outlets; energy management; and security system engineering. (ARCHITECT will coordinate and provide conduit and boxes as required), acoustical engineering, signage and graphics (other than for code-required signage).

### **3.2 PROJECT REPRESENTATIVES**

If requested by the DISTRICT as set forth herein, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the PROJECT jobsite than is described in Subparagraphs 2.8.6 and 2.8.12. PROJECT Representatives shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as negotiated and agreed upon in advance, in writing, by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representatives, 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.

## **ARTICLE 4 DISTRICT'S RESPONSIBILITIES**

### **4.1 INFORMATION TO ARCHITECT**

The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including but not limited to the DISTRICT's objectives, schedule, constraints and criteria.

### **4.2 REVIEW AND APPROVAL OF PROJECT BUDGET**

The DISTRICT shall review and approve in writing the current, overall budget for the PROJECT, including the construction cost for the PROJECT, which shall have been prepared by the ARCHITECT as set forth under Paragraphs 2.5 and 2.11 and Subparagraphs 2.26.9, 2.27.2 and 2.28.3.

### **4.3 ADMINISTRATIVE PROCEDURES, DISTRICT REPRESENTATIVE, ORDERS TO CONTRACTORS**

The DISTRICT shall inform the ARCHITECT in writing of administrative procedures required of the ARCHITECT for the PROJECT and shall name a representative (“DISTRICT Representative”) authorized to act on DISTRICT’s behalf. The DISTRICT, or DISTRICT Representative, if authorized, shall promptly render decisions pertaining thereto to avoid unreasonable delays in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors solely through the ARCHITECT and in writing.

#### **4.4 PROGRAM MANAGER**

The DISTRICT has employed a Program Manager. The Program Manager will designate its representative for the project, who will work and coordinate closely with the ARCHITECT as a DISTRICT Representative. The Program Manager's services, duties and responsibilities are described in the Agreement between the DISTRICT and the Program Manager and in other tasks as assigned to the Program Manager and approved by the DISTRICT from time to time by their mutual written agreement.

#### **4.5 FAULT OR DEFECT IN THE PROJECT**

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 ARCHITECT’s responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty under this AGREEMENT to observe, inspect or investigate the PROJECT.

#### **4.6 LANGUAGE FOR ARCHITECT REPRESENTATIONS**

The DISTRICT shall submit the proposed language of representations requested of the ARCHITECT or ARCHITECT’s consultants to the ARCHITECT for ARCHITECT’s review and written approval at least fourteen (14) calendar days prior to the due date for execution of such representations. The ARCHITECT will not be asked to make representations that are inconsistent with rights and obligations in the AGREEMENT.

#### **4.7 TESTS AND INSPECTIONS**

The DISTRICT shall furnish or otherwise retain inspection and testing services in connection with construction of the PROJECT as required by any and all applicable codes, regulations, ordinances and the terms of the contracts. In addition, the DISTRICT shall provide, as required by any and all applicable codes, regulations, ordinances, terms of the contracts or conditions encountered, testing and inspections for hazardous or toxic materials.

### **ARTICLE 5 COST OF CONSTRUCTION**

#### **5.1 CONSTRUCTION COST, APPROVED CONSTRUCTION BUDGET**

The ARCHITECT shall, during the Schematic Design, Design Development and Construction Document phases of the PROJECT, determine the Construction Cost of the PROJECT (“Construction Cost”) against the DISTRICT’s overall budget for the PROJECT. The Construction Cost as described herein shall, upon written approval of the DISTRICT, become the Approved Construction Budget for the PROJECT (“Approved Construction Budget”).

#### **5.2 CONSTRUCTION COST DEFINED**

**5.2.1 Total Cost as Designed.** PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by change orders and alternates approved in writing by the DISTRICT, but excluding any payments to ARCHITECT or consultants for costs of inspections, surveys, tests and landscaping not included in PROJECT.

**5.2.2 Market Cost of Labor and Materials.** When labor or materials are furnished by the DISTRICT below market cost, the Construction Cost shall be based upon current market cost of labor and new materials.

**5.2.3 Construction Cost Until Bid Receipt, Upon Award of Construction Contract.** The Construction Cost shall be the approved Construction Budget. In the case where any portion of the PROJECT does not proceed, the ARCHITECT'S fee will be adjusted downwards for the services not performed including bidding and construction.

### **5.3 ADJUSTMENT TO APPROVED CONSTRUCTION BUDGET PRIOR TO BIDDING**

Any Approved Construction Budget or fixed limit of construction cost shall, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA Approved Construction Documents to the DISTRICT, be adjusted by the ARCHITECT, at no additional cost 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.

### **5.4 APPROVED CONSTRUCTION BUDGET EXCEEDED BY LOW BID**

If the lowest responsible, responsive bid received exceeds the Approved Construction Budget, the DISTRICT, at its sole discretion, may exercise any of the options set forth hereinbelow:

- (i) give written approval of an increase of such Approved Construction Budget or fixed limit;
- (ii) authorize rebidding of the PROJECT within a reasonable time;
- (iii) if the PROJECT is abandoned, terminate this AGREEMENT in accordance with Article 8, Subparagraph 8.1.1;
- (iv) request the ARCHITECT to prepare, at no additional cost to the DISTRICT, deductive change packages which bring the PROJECT into approved budget; or
- (v) request the ARCHITECT to cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

### **5.5 REDESIGN PROJECT**

If the DISTRICT chooses to proceed under Paragraph 5.4, above, the ARCHITECT, without additional charge to the DISTRICT, agrees to redesign until the PROJECT is brought within the Approved Construction Budget. Under this AGREEMENT, redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT and the ARCHITECT, but redesign means redesign of the PROJECT with all its component parts to meet the Approved Construction Budget as set forth in this AGREEMENT.

**ARTICLE 6**  
**ESTIMATE OF PROJECT CONSTRUCTION COSTS**

**6.1 BASIS OF PREPARATION, FACTORS BEYOND CONTROL OF ARCHITECT AND DISTRICT**

Estimates referred to in Article 2 shall be prepared by the ARCHITECT on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, taking into consideration 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 materials markets, as well as other conditions beyond the control of the ARCHITECT or the DISTRICT.

**6.2 ESTIMATE REVIEW AT EACH PHASE OF ARCHITECT'S SERVICES**

The ARCHITECT shall review the estimate at each phase of the ARCHITECT'S services. If such estimates are in excess of the Approved Construction Budget, the ARCHITECT shall, at no additional cost to the DISTRICT, revise the type or quality of construction, as appropriate, to come within the budgeted limit. ARCHITECT's initial budget and scope limitations shall be realistic and shall be reviewed with the DISTRICT prior to formalization and DISTRICT's written approval.

**6.3 DETAILED ESTIMATED OF CONSTRUCTION COSTS**

The ARCHITECT shall, upon request of the DISTRICT, prepare a detailed estimate of construction costs at no additional cost to the DISTRICT.

**ARTICLE 7**  
**ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

**7.1 DOCUMENTS PROPERTY OF THE DISTRICT**

All documents, including, but not limited to, plans, drawings, specifications, record drawings, models, mockups, renderings and other documents, including all computer files and 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 and 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 hereinabove for the purposes of additions, alignments and other development on the PROJECT site.

**7.2 DISTRICT'S REUSE AND MODIFICATION OF ARCHITECT'S PLANS AND SPECIFICATIONS**

The DISTRICT explicitly reserves the right, at its sole discretion, to reuse and modify ARCHITECT's plans, specifications and 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 or the actual costs directly associated with the differing site conditions of such other project or projects, whichever is less, shall be paid to the ARCHITECT by the DISTRICT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specifications 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 attorney's 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 use, reuse or modification of the ARCHITECT's drawings, specifications or other documents. The DISTRICT further agrees, when reusing or modifying ARCHITECT's documents, to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages of said documents. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article for the purposes of additions, alignments or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

## **ARTICLE 8 TERMINATION**

### **8.1 TERMINATION FOR SUBSTANTIAL FAILURE OF PERFORMANCE BY EITHER PARTY**

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

**8.1.1 Payments Due ARCHITECT Upon Failure of DISTRICT.** 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 by the ARCHITECT under this AGREEMENT, when said services and expenses are supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, including any sums due the ARCHITECT for DISTRICT-approved Additional Services. In ascertaining the services actually rendered hereunder by the ARCHITECT up to the date of termination of this AGREEMENT, DISTRICT shall give consideration 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.

**8.1.2 Payments Due DISTRICT Upon Failure of ARCHITECT.** In the event that termination of the ARCHITECT by the DISTRICT is for a substantial failure of performance by the Architect, all damages and costs to the DISTRICT associated with said termination, including increased consultant and replacement architect costs, shall be deducted from DISTRICT's payments due the ARCHITECT. In cases where such damages and costs to the DISTRICT associated with termination of the ARCHITECT due to ARCHITECT's substantial failure of performance exceed payments due the ARCHITECT from the DISTRICT, ARCHITECT shall promptly reimburse DISTRICT for such damages and costs.

### **8.2 TERMINATION OF ARCHITECT BY DISTRICT WITHOUT CAUSE**

This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) calendar days written notice to the ARCHITECT. In the event of such termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred by the ARCHITECT under this AGREEMENT, when said services and expenses are supported by documentary evidence, including payroll records and expense reports, up until the date of termination specified in the notice of termination, including any sums due the ARCHITECT for

DISTRICT-approved Additional Services. In ascertaining the services actually rendered hereunder by the ARCHITECT up to the date of termination of this AGREEMENT, DISTRICT shall give consideration 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 shall be reimbursed by the DISTRICT for reasonable termination costs as follows. Prior to fifty percent (50%) completion of the ARCHITECT's portion of the PROJECT, ARCHITECT shall be paid for termination costs in an amount equal to three percent (3%) of the sum due the ARCHITECT as set forth under this Paragraph 8.2, or, upon completion of fifty percent (50%) or more of ARCHITECT's portion of the PROJECT, ARCHITECT shall be paid for termination costs in an amount equal to three percent (3%) of the unpaid balance of this AGREEMENT, in which latter case said three percent (3%) payment is agreed by the parties to compensate the ARCHITECT for the unpaid profit that ARCHITECT would have made under the PROJECT upon PROJECT completion and is consideration to ARCHITECT for entry into this Paragraph 8.2, Termination of ARCHITECT by District Without Cause.

Termination of ARCHITECT due to the DISTRICT's inability to obtain PROJECT funding for any reason shall not be defined under this AGREEMENT as termination without cause and shall not obligate DISTRICT to reimburse ARCHITECT for termination costs in any amount as a result of DISTRICT's inability to obtain funding.

### **8.3 DISPUTES**

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 hereunder, the parties shall attempt to resolve the dispute as set forth in Article 22, Dispute Resolution, of this AGREEMENT.

## **ARTICLE 9 ARCHITECT'S ACCOUNTING RECORDS**

### **9.1 GENERALLY RECOGNIZED ACCOUNTING BASIS**

Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any Additional Services performed for the PROJECT under this AGREEMENT and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at times mutually convenient to the parties.

## **ARTICLE 10 COMPENSATION TO THE ARCHITECT**

For the PROJECT described herein, the DISTRICT shall compensate the ARCHITECT as follows:

### **10.1 PAYMENT TO ARCHITECT**

Payment to the ARCHITECT shall be as follows:

Schematic Design: 10% of estimated ARCHITECT Fee as set forth in Exhibit "A"



Design Development:	15% of estimated ARCHITECT Fee as set forth in Exhibit “A”
Construction Documents:	42% of estimated ARCHITECT Fee, to be paid monthly, based on actual level of completion, as set forth in Exhibit “A”
DSA Approval:	5% of estimated ARCHITECT Fee as set forth in Exhibit “A”
Bidding Phase:	3% of estimated ARCHITECT Fee as set forth in Exhibit “A”
Construction Administration:	20% of balance of actual ARCHITECT Fee, to be paid monthly, based on actual level of completion of construction
DSA Closeout and Receipt of Closeout Documents:	5% of actual ARCHITECT Fee, based on accepted bid

### ***10.2 PERCENTAGE OF CONSTRUCTION COST, PORTIONS DELETED***

When ARCHITECT’s Fee is based on a percentage of construction cost and any portions of the PROJECT that were originally agreed upon by the DISTRICT and the ARCHITECT are subsequently deleted by the DISTRICT or otherwise not constructed, ARCHITECT’s compensation for those portions of the PROJECT shall be payable to the extent that actual services are performed, in accordance with the schedule set forth in Paragraph 10.1 above, based on the accepted bid.

### ***10.3 COMPENSATION FOR SERVICES DURING TIME EXTENSIONS***

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 prior written approval by the DISTRICT’s Board.

### ***10.4 DISTRICT’S APPROVAL AND REVIEW OF EXPENSES***

Expenses incurred by the ARCHITECT and ARCHITECT’s employees and consultants in the interest of the PROJECT shall have prior written DISTRICT approval before they are incurred, and records of such expenses shall be provided to the DISTRICT for DISTRICT’s review.

## ***ARTICLE 11 REIMBURSABLE EXPENSES***

### ***11.1 REIMBURSABLE EXPENSES DEFINED***

ARCHITECT shall be reimbursed for normal business expenses on the PROJECT. Total reimbursement to ARCHITECT shall not exceed 10% (ten percent) of ARCHITECT’s Basic and Additional Services fees and shall be reimbursed at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, subject to the conditions below.

***11.1.1*** All reimbursable expenses in excess of \$250 shall be approved by the District in advance of the expenditure. Reimbursable expenses shall include shipping and mailing for use by the District or its agents. Presentation materials at each phase submittal, color boards and reproduction of same, and three sets of all materials submitted with each phase submittal

shall not be reimbursable. Additional submittal materials shall be reimbursable only if authorized by the District in advance.

**11.1.2** Cost of printing and plotting for architects and its consultants use, travel, mileage, postage, faxes, deliveries, telephone and communication between ARCHITECT and its Consultants are not reimbursable.

**11.1.3** Additional Printing and reproductions outside of the three sets at each phase submittal shall be performed by the District's low bidder for printing services and approved by the District in advance.

**11.1.4** Cost of computer plots and computer time are not reimbursable.

**11.1.5** Fees advanced on behalf of the DISTRICT for securing approval of authorities having jurisdiction over the PROJECT shall be reimbursed at cost.

**11.1.6** Two black and white copies plus a CD of colored photo documentation of the existing facility conditions shall be provided to the District at no charge. Additional copies of photo documentation or video documentation shall be reimbursable if authorized by the District in advance.

## **ARTICLE 12 ARCHITECT'S EMPLOYEES AND CONSULTANTS**

### **12.1 SERVICES OF OTHER PROFESSIONALS FURNISHED AT ARCHITECT'S EXPENSE**

The ARCHITECT, as part of ARCHITECT's Basic Services, shall furnish, at ARCHITECT's expense, the services of landscape, food service, acoustical, theater, performing arts, low voltage, communication architects and structural, mechanical, electrical, cost estimators, fire protection, traffic and on and off site, wet & dry utilities, and civil engineers. However, the services set forth under this Paragraph 12.1 and provided by the ARCHITECT as Additional Services shall be compensated as set forth under Paragraph 3.1.

### **12.2 DISTRICT APPROVAL OF CONSULTANT FIRMS, NO CONTRACTUAL RELATIONSHIP WITH DISTRICT**

The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed by the ARCHITECT for the PROJECT. Nothing in this AGREEMENT shall create any contractual relationship between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

### **12.3 CONSULTANT LICENSING AND EXPERIENCE REQUIREMENTS, REPLACEMENT AT DISTRICT REQUEST**

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 employee or consultant shall be replaced with an acceptable, competent person at the DISTRICT's request.

#### **12.4 CONSTRUCTION ADMINISTRATOR OR FIELD REPRESENTATIVE**

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

### **ARTICLE 13 INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

#### **13.1 INDEMNIFY AND HOLD HARMLESS**

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

- (i) any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractors' employees arising out of ARCHITECT's work under this AGREEMENT;
- (ii) liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) 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 to the extent that the above are caused by the negligent acts, recklessness, or willful misconduct, errors or omissions of the ARCHITECT, 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 or by any third party; and
- (iii) any loss, injury to or death of persons or damage to property to the extent caused by any negligent act, recklessness, or willful misconduct, errors or omissions of the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT, either directly or by independent contract, including all such 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 the sole or active negligence or willful misconduct of the DISTRICT or by any third party.

#### **13.2 DEFEND**

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, its officers, agents or employees, on any such claim or liability caused by any negligent act, recklessness, or willful misconduct, errors and omissions of the ARCHITECT or any person, firm or corporation employed by 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.

**ARTICLE 14**  
**INSURANCE**

**14.1 INSURANCE POLICIES**

ARCHITECT shall purchase and maintain, for the duration of the PROJECT, policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT that will protect ARCHITECT and DISTRICT from claims that 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 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 as set forth hereinbelow.

**14.1.1 Workers' Compensation and Employers Liability Insurance.** 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).

**14.1.2 Comprehensive Commercial General and Auto Liability Insurance.** The ARCHITECT shall carry comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

Each policy of insurance required under this Subparagraph 14.1.2 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 noncontributory 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.

**14.1.3 Professional Liability Insurance.** The ARCHITECT shall carry professional liability insurance, including contractual liability, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) 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 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 Subparagraph 14.1.3. Failure to maintain professional liability insurance as set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

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

**14.2 MATERIAL CHANGE, DELIVER CERTIFICATES, DISTRICT'S RIGHT TO SECURE POLICY**

ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event that ARCHITECT fails to secure or maintain any policy of insurance required hereby, 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.

**14.3 SUBCONTRACTOR INSURANCE REQUIREMENTS**

In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Subparagraphs 14.1.1, 14.1.2, 14.1.3 and 14.1.4, in amounts that are appropriate with respect to that subcontractor's part of work, but which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

**ARTICLE 15  
TITLES FOR CONVENIENCE**

**15.1 FOR CONVENIENCE ONLY, NO MODIFICATIONS OF RIGHTS AND OBLIGATIONS**

The Table of Contents and headings of Articles, Paragraphs and Subparagraphs in this AGREEMENT are for convenience only and shall not modify the rights and obligations created by the AGREEMENT.

**ARTICLE 16  
GOVERNING LAW**

**16.1 LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE REGULATIONS**

This AGREEMENT shall be interpreted, governed and construed and ARCHITECT's services shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this AGREEMENT.

**ARTICLE 17  
INDEPENDENT CONTRACTOR**

**17.1 ARCHITECT AN INDEPENDENT CONTRACTOR**

ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of 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 Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. 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 ARCHITECT's employees.

**ARTICLE 18  
NO THIRD PARTIES**

**18.1 NO CONTRACTUAL RELATIONSHIPS CREATED WITH THIRD PARTIES**

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 the ARCHITECT.

**ARTICLE 19  
BINDING OF PARTIES, NO ASSIGNMENT**

**19.1 PARTIES BIND THEMSELVES AND SUCCESSORS, NO ASSIGNMENT**

The DISTRICT and the 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.

**ARTICLE 20  
ENTIRE AGREEMENT**

**20.1 ENTIRE AND INTEGRATED AGREEMENT**

This Agreement and the documents incorporated herein and made part of this Agreement, including, but not limited to, the exhibits, attachments, designs, drawings, Project Budget, and Master Project Schedule, represent the entire and integrated Agreement between the DISTRICT and the ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral.

**20.2 AMENDMENT BY WRITTEN AGREEMENT**

This AGREEMENT may not be amended or modified except by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

**ARTICLE 21  
NOTICES**

**21.1 ALL NOTICES IN WRITING, DEEMED SERVED**

All notices, demands, requests or approvals to be given under this AGREEMENT shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

All notices, demands, requests or approvals from the ARCHITECT to the DISTRICT shall be addressed to the DISTRICT at:

San Bernardino City Unified School District

777 North F Street  
San Bernardino, California, 92410  
Attention: Wael Elatar or Designee

All notices, demands, requests or approvals from the DISTRICT to the ARCHITECT shall be addressed to the ARCHITECT at:

Name of Firm  
Address  
City, State and Zip Code  
Attention: \_\_\_\_\_

**ARTICLE 22  
DISPUTE RESOLUTION**

**22.1 PURPOSE OF DISPUTE RESOLUTION PROCESS, THREE PHASES**

**22.1.1 Purpose of Dispute Resolution Process.** The purpose of the Dispute Resolution Process ("DRP") described herein is to allow the DISTRICT to receive from the ARCHITECT the services, plans, specifications and other deliverables as specified in the AGREEMENT, and at reasonable cost, and to allow the ARCHITECT to receive reasonable profit for ARCHITECT's work. The entire DRP shall be conducted in a professional and cooperative manner with the expectation by the DISTRICT and the ARCHITECT of eliminating or greatly reducing subsequent costly litigation for all parties.

**22.1.2 Three Phases of DRP.** The DRP consists of the following three (3) phases, any of which may be terminated or eliminated by successful negotiation and agreement between the parties:

**.1 Confer-and-Negotiate Conferences**

- i) Level 1
- ii) Level 2

**.2 Disputes Review Board**

**.3 Arbitration**

**22.2 DISTRICT REVIEW OF CLAIMS**

**22.2.1 District's Response, Request for Additional Information.** For all claims, counterclaims, disputes, controversies and other matters in question of Fifty Thousand Dollars (\$50,000) or less, the DISTRICT shall respond in writing within fifteen (15) calendar days of DISTRICT's verified receipt of the original claim; or, for all claims, counterclaims, disputes, controversies and other matters in question over Fifty Thousand Dollars (\$50,000), the DISTRICT shall respond in writing within thirty (30) calendar days of DISTRICT's verified receipt of the original claim; provided, however, that, if the DISTRICT reasonably determines from said review that additional supporting documentation is necessary, the DISTRICT shall request such additional supporting documentation from the ARCHITECT in writing within ten (10) calendar days after the DISTRICT's verified receipt of the original claim, counterclaim, dispute, controversy or other matter in question. Such additional supporting documentation shall be furnished to

the DISTRICT by the ARCHITECT no later than ten (10) calendar days after such written request from the DISTRICT, or, if the ARCHITECT deems that it is unable to furnish same to the DISTRICT within ten (10) calendar days, the ARCHITECT shall, prior to the expiration of the ten (10) days, submit a written request to the DISTRICT specifying the additional amount of time requested and the reasons for such time extension, which request may be granted or denied at the sole discretion of the DISTRICT in its best judgment. If additional supporting documentation is required thereafter by the DISTRICT, it shall be requested and provided pursuant to the provisions and timeframes set forth in this Article 22.

**2.22.2 *District's Response to Further Documentation.*** For claims of Fifty Thousand Dollars (\$50,000) or less, as further documented by the ARCHITECT, the DISTRICT's written response shall be submitted to the ARCHITECT within ten (10) calendar days after receipt of said further documentation or within a period of time no greater than that taken by the ARCHITECT to deliver said further documentation to the DISTRICT, whichever is greater; or, for claims of over Fifty Thousand Dollars (\$50,000), as further documented by the ARCHITECT, the DISTRICT's written response shall be submitted to the ARCHITECT within fifteen (15) calendar days after receipt of said further documentation or within a period of time no greater than that taken by the ARCHITECT to deliver said further documentation to the DISTRICT, whichever is greater.

### **22.3 *CONFER-AND-NEGOTIATE CONFERENCES***

**22.3.1 *Architect's Dispute of District's Response, Request for Confer-and-Negotiate Conference.*** If the ARCHITECT disputes the DISTRICT's response or the DISTRICT fails to respond within the timeframes set forth herein, the ARCHITECT may so notify the DISTRICT, in writing, either within ten (10) calendar days of receipt of the DISTRICT's response or within ten (10) calendar days of the DISTRICT's failure to respond within the timeframes set forth herein, respectively, and demand an informal conference to confer and negotiate for settlement of the issues in dispute. Upon verified receipt by the DISTRICT of such written demand from the ARCHITECT, the DISTRICT shall schedule a Confer-and-Negotiate Conference within twenty (20) calendar days of DISTRICT's verified receipt of said demand for settlement of the dispute. Attorneys shall not be representatives for Confer-and-Negotiate Conferences, nor shall attorneys be present at any of the proceedings.

**22.3.2 *Two (2) Levels of Confer-and-Negotiate Conferences.*** Confer-and-Negotiate Conferences shall be initiated as set forth in Subparagraph 22.3.1 above and shall be divided as follows into two (2) levels of conference representation:

**.1 *Level 1 Representatives.*** Level 1 representatives shall be on-site management personnel as set forth below; have binding signatory authority as a condition precedent to being a Level 1 representative; and make the initial determination of facts and contract interpretation. If, after good faith efforts by all parties, no resolution can be reached at the Level 1 conference, a second round of conference negotiations shall commence with Level 2 representatives.

#### ***Level 1 On-Site Management***

<b><i>Entity</i></b>	<b><i>Representative</i></b>
DISTRICT	Project Manager
ARCHITECT	Project Architect
Construction Manager	Construction Manager



- .2 Level 2 Representatives.** Level 2 representatives shall be off-site management personnel as set forth below; and review summaries from Level 1, specifically, any agreements reached and any outstanding dispute issues.

**Level 2 Off-Site Management**

<b>Entity</b>	<b>Representative</b>
DISTRICT	Facilities Administrator or Designee
ARCHITECT	Principal in Charge
Construction Manager	Project Executive

All Level 2 representatives may respond with their opinions and, at their discretion, do any of the following:

- i) return the disputed issues to Level 1 for more information or direction to resolve specific matters;
- ii) modify Level 1 recommendations;
- iii) reject Level 1 recommendations;
- iv) negotiate and agree to any other matters as Level 2 representatives deem proper;  
or
- v) accept Level 1 recommendations.

**22.3.3 Remaining Disputes, Filing of Claim with Disputes Review Board.** If, following the Confer-and-Negotiate Conferences, both Levels 1 and 2, a substantial portion of the claim remains in dispute, the parties may agree in writing to file same with the Disputes Review Board ("DRB") as described in Paragraph 22.4 below.

**22.4 DISPUTES REVIEW BOARD**

**22.4.1 Advantages of Disputes Review Board.** If the parties agree in writing, any claim unresolved after Levels 1 and 2 of the Confer-and-Negotiate Conferences may be filed with the DRB. The DRB shall provide a forum that promotes cooperation between the DISTRICT and the ARCHITECT and provides a means of resolving disputes equitably, economically and on a real-time basis. With an established DRB to address disputes as they arise, the design process will continue with the DISTRICT's and the ARCHITECT's efforts focused on the work instead of on the claims. The anticipated results are that delays are prevented or kept at a minimum, costs are kept under control, and expensive and time-consuming preparations for formal litigation are avoided. The DRB recommendations are made by impartial experts who are knowledgeable in the details of the project. Settlements can be made quickly, usually in two to three months.

**22.4.2 Description of DRB.**

- .1 Three- (3-) Party DRB.** A three- (3-) party DRB shall be organized as soon as practicable after the DISTRICT's award of contract to the ARCHITECT in order to be in place before disputes arise. The function of the DRB parties shall be to hear disputes on an informal basis and provide recommendations for their timely resolution. The DRB will be in a position to act quickly to resolve disputes before the parties adopt hard positions leading to litigation.

- .2 Selection of Qualified DRB Members.** The selection of three (3) qualified DRB members is critical, in that both the DISTRICT and the ARCHITECT must feel confident that the members will be fair and equitable. To this end, the DISTRICT and the ARCHITECT shall each select an outside representative acceptable to the other party, and a mutually selected, neutral third-party expert for the pending issue. Once convened, the DRB shall remain in existence for the duration of the project, with representatives being assigned thereto by position as appropriate.
- .3 Periodic DRB Meetings and Progress Reports.** Prior to the commencement of construction of the PROJECT, DRB meetings shall be held at a site to be mutually determined by the DISTRICT, the ARCHITECT and the DRB. After the commencement of construction, DRB meetings shall be held at the job site. DRB meetings shall be held at least every two months, or oftener as necessary, to develop and maintain a well informed view of and familiarity with the PROJECT. To assist in this, DRB members shall be provided with periodic progress reports prepared jointly by the DISTRICT and the ARCHITECT.
- .4 Next Step After Confer-and-Negotiate Conferences.** The DRB shall not replace or supersede Levels 1 and 2 of the Confer-and-Negotiate Conferences, but shall be the next step directed at facilitating dispute resolution in a timely and equitable manner prior to any action involving arbitration or litigation.

#### **22.4.3 Functions and Limitations of the DRB.**

- .1 DRB Not a Consultant or Advocate.** The DRB shall not at any time be in a consulting position regarding the solution of problems on the project, nor shall the DRB act in the capacity of an advocate. Considering the expertise of the DRB and its relatively close proximity to the PROJECT, it is anticipated that it will often be difficult for the DISTRICT and the ARCHITECT to refrain from soliciting the DRB's advice when problems arise. However, advice provided by the DRB that may later be involved in a dispute would completely undermine the function and integrity of the DRB. The agreement between the DISTRICT and the ARCHITECT establishing the DRB shall, therefore, specifically prohibit the DRB or its individual members from providing such advice to either party.
- .2 No Usurpation of Owner's Authority; Role of Providing Independent Assessment of Merit of Disputes.** The DRB shall not usurp the DISTRICT's authority to determine what is designed or built or whether the work of the ARCHITECT is adequate. The role of the DRB shall be to provide independent assessment on the merit of significant disputes. For example, the issue might be whether or not some item of work was included in the AGREEMENT or resulted from some action of the ARCHITECT; or, in contrast, whether the work was outside the scope of the AGREEMENT, thereby entitling the ARCHITECT to additional compensation.

#### **22.4.4 DRB Recommendations.**

***DRB Recommendations Not Binding Unless Agreed, DRB Findings as Evidence.*** Unless agreed to in writing by both parties, DRB recommendations shall not be binding on either party. However, there shall be strong incentive to accept such recommendations. If a dispute proceeds to arbitration or litigation, the proceedings of the DRB shall be made available as evidence. The written recommendations of the DRB as a group of experienced, knowledgeable and impartial experts, constituted per the provisions of this Article 22, shall be available as a full explanation to support the DRB's recommendations for settlement.

**22.5 Mediation.** All unresolved claims through the Dispute Resolution Process described above, shall, be submitted to mediation, unless said submission to mediation would result in a delay in initiating or prosecuting a proceeding in an arbitration or judicial forum that would thereby prejudice the DISTRICT or the ARCHITECT. The DISTRICT and the ARCHITECT shall agree in writing upon the identity of the mediator and the rules and procedures of the mediation, or, if such agreement cannot be reached, the dispute shall be submitted to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association.

**22.6 Judicial Enforcement of Arbitration.** In any judicial proceeding to enforce this agreement to arbitrate, the sole issues to be determined by the Court shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration Act, and such issues shall be determined by the Court without a jury. All other issues such as but not limited to arbitrability, prerequisites to arbitration, compliance with contractual time limits, applicability of indemnity clauses, clauses limiting damages, and statutes of limitations shall be reviewed and determined by the arbitrator(s), whose decisions regarding same shall be final and binding. There shall be no interlocutory appeal of any Court order compelling arbitration.

**22.7 No Delay or Suspension of Services by Architect, Payment by District**  
In the event that a claim, dispute or other matter in question between the DISTRICT and the ARCHITECT arises out of or relating to this AGREEMENT or breach thereof, the ARCHITECT shall in no event nor at any time during the term of this AGREEMENT delay or suspend, by reason of such claim, dispute or other matter in question or breach as specified herein, any services required to be provided by the ARCHITECT under this AGREEMENT, nor shall the DISTRICT withhold, by reason of such claim, dispute or other matter in question or breach as specified herein, any payments of sums otherwise due and payable to the ARCHITECT under the terms of this AGREEMENT.

**22.8 PREVAILING PARTY, REASONABLE ATTORNEY'S FEES**

Should any proceeding be commenced between the parties to this AGREEMENT seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees which shall be determined by the Court or forum in such proceeding or in a separate action brought for that purpose. For the purpose of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

**ARTICLE 23  
COOLING-OFF PERIOD FOR HIRING DISTRICT EMPLOYEES**

**23.1 ONE-YEAR COOLING-OFF PERIOD**

If any current, former or future employee of the DISTRICT subsequently becomes an employee of the ARCHITECT, said employee shall not be billed by the ARCHITECT on any current or future contract for work that the ARCHITECT may have with the DISTRICT for a period of one (1) year, at minimum, from the date of said employee's end of employment with the DISTRICT, unless explicitly approved in advance, in writing, by the DISTRICT, which approval may be granted or withheld at the sole discretion of the DISTRICT.

#### ***ARTICLE 24 INTERPRETATION***

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that the Party or the Party's attorneys were solely responsible for drafting this Agreement or any provision thereof.

#### ***ARTICLE 25 GOVERNING LAW***

This Agreement shall be interpreted, governed and construed and the ARCHITECT'S services herein shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this Agreement.

#### ***ARTICLE 26 DISTRICT AND PUBLIC POLICIES***

##### ***26.1 ARCHITECT'S RECEIPT OF DISTRICT POLICIES AND FINGERPRINTING CERTIFICATION***

By signing this Agreement, the ARCHITECT acknowledges receipt and acceptance of the following DISTRICT policies:

- i) Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);
- ii) Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- iii) Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- iv) Drug-Free Workplace Policy (N0. 4205).

##### ***26.2 BACKGROUND CHECK***

ARCHITECT agrees to comply with all provisions of Education Code Section 45125.1. ARCHITECT shall conduct criminal background check of all employees assigned to the DISTRICT, and will certify that no employees who have been convicted of serious or violent felonies as specified in Education Code 45125, will have contact with students, pursuant to this Agreement. ARCHITECT must provide the DISTRICT with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, at DISTRICT's sole discretion, termination of this Agreement. The

ARCHITECT further agrees to complete and return to the DISTRICT, prior to beginning any work herein, as shown in Exhibit D (“Fingerprint and Criminal Background Check Certification”).

**ARTICLE 27**  
**TITLES FOR CONVENIENCE**

The Table of Contents and headings of Articles, Paragraphs and Subparagraphs in this Agreement are for convenience only and shall not modify the rights and obligations created by the Agreement.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written hereinabove.

ARCHITECT:

DISTRICT:  
SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Signature  
Printed Name

By: \_\_\_\_\_  
Mohammad Z. Islam

Title \_\_\_\_\_  
Date \_\_\_\_\_

Chief Business and Financial Officer  
Date \_\_\_\_\_

***ARCHITECT'S FEES SCHEDULE***  
**ARCHITECT'S FEE**

To be negotiated between the District and the selected firm based upon submitted proposal.

**HOURLY RATE SCHEDULE**

Additional Services will be performed on a time and expense basis according to the hourly rate schedules provided hereunder:

<b><i>Classification</i></b>	<b><i>Hourly Rate</i></b>
Principal in Charge	
Managing Principal	
Project Architect	
Construction Administrator	
Project Manager	
Cost Estimator	
Interior Designer	
Project Designer	
Technical Services/QA Plan Reviewer/Spec Writer	
Designer	
Drafter	
Computer Services	
DSA Coordinator	
Construction Administration Support	
Contract Administrator	
Admin Support	

\* These rates shall continue throughout the duration of the project and may only be increased by written amendment between the District and the Architect.

\*\* Please populate. All personnel/positions may not be applicable.

ATTACHMENT 2

**FIRM QUESTIONNAIRE**

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

If the same information is provided elsewhere in your proposal 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 proposal.

**SECTION A – GENERAL INFORMATION**

(1) Firm name, address and contact information:

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(2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email and Internet Addresses: \_\_\_\_\_

(3) Type of firm: (check one)

Individual                  Partnership                  Corporation                  State

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

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 firm name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

(7) How many years has your firm been in business under its present business name? \_\_\_\_\_.

(8) How many years of experience does your firm have providing similar services? \_\_\_\_\_.

(9) How many public agencies has your firm provided similar services?

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Describe plans to maintain effective schedule and budget management for projects.

(14) Discuss the firm's experience in designing "green" schools, including references.

(15) Describe the unique or innovative programming approaches utilized on previous projects.

(16) Describe your plans to manage your responsibilities in the construction phase to maintain budget, schedule and quality of workmanship

## SECTION B – LEGAL

(17) 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? \_\_\_\_\_.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

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(18) Have you ever had a service agreement terminated for convenience or default in the prior five (5) years? \_\_\_\_\_.

(b) If Yes, provide details including the name of the other party:

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(19) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If Yes, provide details:

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(20) Is your firm, 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? \_\_\_\_\_.

(a) If Yes, provide details:

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(21) Does your firm maintain errors and omissions coverage? \_\_\_\_\_.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(22) Will your firm comply with all District, local, State and Federal legal requirements, regulations and laws? \_\_\_\_\_.

**SECTION C – ADDITIONAL INFORMATION**

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

**SECTION D - REFERENCES**

(24) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_, State of \_\_\_\_\_.  
City, County

_____ Company Name	_____ Signature
_____ Title	_____ Print Name

ATTACHMENT 3

**FEE PROPOSAL SHEET AND REIMBURSABLES EXPENSES**  
Hourly Rates - Project Key Personnel List

<i>Classification</i>	<i>Hourly Rate</i>
Principal in Charge	
Managing Principal	
Project Architect	
Construction Administrator	
Project Manager/	
Cost Estimator	
Interior Designer	
Project Designer	
Technical Services/QA Plan Reviewer/Spec Writer	
Designer	
Drafter	
Computer Services	
DSA Coordinator	
Construction Administration Support	
Contract Administrator	
Admin Support	

**\*\* Please populate. Additional personnel titles may be added or deleted as may be applicable.**

1. The hourly rates shall include the fully burdened hourly rates of all proposed personnel, including benefits, overhead and profit.
2. The District reserves the right to limit the amount of the award and will not guarantee the assignment of the complete program to any single consulting firm.
3. The method of compensation for each individual project shall be determined by the District, at its option, as hourly rates or a negotiated fixed fee.
4. These wage rates will be used to invoice for services performed when the method of compensation is by hourly rates.
5. Additional Services fees shall be negotiated with the selected firm.

ATTACHMENT 3

**FEE PROPOSAL SHEET AND REIMBURSABLES EXPENSES**

Fee Proposal Sheet – Percentage of Construction Value

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost.

Sizes	Construction Cost	Percentage of Architect's Fees
<b>SMALL SIZE PROJECTS</b>	under \$100K - \$100K	
	\$100K – \$500K	
	\$500K – \$1 Million	
	\$1 Million - \$3 Million	
<b>MEDIUM SIZE PROJECTS</b>	\$3 Million – \$5 Million	
	\$5 Million – \$7.5 Million	
	\$7.5Million - \$10 Million	
<b>LARGE SIZE PROJECT</b>	\$10 Million – Above	

REIMBURSABLE EXPENSES:

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

Reimbursable Expenses	Unit cost (\$)

Reimbursements:

The only reimbursements that will be paid to consultants shall be for actual cost of incidental materials and services authorized by the District. Reproduction of bidding documents shall be coordinated with the District printing vendor. Travel expenses and mileage are non-reimbursable.

ATTACHMENT 4

**EQUAL OPPORTUNITY CERTIFICATION**

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

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

Number of Employees \_\_\_\_\_

**This firm 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 \_\_\_\_\_

ATTACHMENT 5

**FIRM '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.)

**BUILDING SCHOOLS.  
BUILDING EDUCATION.  
BUILDING OPPORTUNITIES.**  
FACILITIES LOCAL BUSINESS OUTREACH PROGRAM



LOCAL BUSINESS OUTREACH PROGRAM				
Company Information		RFQ/BID Contact Information		
Company Name		Name	Title/Position	
Address		Cell phone	-	-
		Office phone	-	- Fax - -
City		E-mail		
State	Zip	Web Address		
Ownership Type (check type)	Firm Size	License(s)	Disadvantaged Business Certification (check all that apply)	
<input type="checkbox"/> Sole proprietor	Gross \$/yr	<input type="checkbox"/> A. Gen Engineer'g	<input type="checkbox"/> Small Business Enterprise (SBE)	
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B. Gen Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)	
<input type="checkbox"/> Partnership		<input type="checkbox"/> C - Specialty C#'s:	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	
<input type="checkbox"/> Nonprofit			<input type="checkbox"/> Woman-owned Business Enterprise (WBE)	
<input type="checkbox"/> Other:(describe)			<input type="checkbox"/> Other:	
Services, Business Goods				
<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 (03)	<input type="checkbox"/> Exterior Improvements (including landscape/irr)	<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"/> Electrical	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Real Estate, Appraisal, Property Management		
<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC	<input type="checkbox"/> Safety and Security		
Business Outreach Profile				
<b>1. Has the local business received notices of SBCUSD contract opportunities? Yes NO</b> If yes, how? via: <input type="checkbox"/> Tel <input type="checkbox"/> fax <input type="checkbox"/> e-mail a. Notices were received from: <input type="checkbox"/> district <input type="checkbox"/> chamber <input type="checkbox"/> trade assoc <input type="checkbox"/> plan room <input type="checkbox"/> newspaper <input type="checkbox"/> mail <input type="checkbox"/> other:				
<b>2. Local Business Identification</b> <input type="checkbox"/> Cities of San Bernardino & Highland <input type="checkbox"/> San Bernardino County				