

Request for Qualifications
RFQ #2020-002
Architectural Services



DELANO UNION SCHOOL DISTRICT
Working Together For A Better Education

RFQ Issue Date: November 7, 2019

Delano Union School District
Business Services
1405 12th Ave.
Delano, California 93215
(661) 721-5000, ext. 00125

REQUEST FOR QUALIFICATIONS

RFQ #2020-002

Architectural Services

The Delano Union School District is soliciting statements of qualifications from qualified, licensed consultants to provide architectural services for new construction, modernization and other site improvements in the District.

Request for Qualifications (RFQ) must be received prior to **10:00 a.m on December 5, 2019**. RFQs must be submitted in a sealed envelope, marked with the RFQ number and title, and returned to the Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215.

RFQs received later than the designated time and specified date will be returned unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the Request for Qualifications (RFQ) documents may be obtained from **Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215, or at www.duesd.org**

Refer any questions to: Sandra Rivera, email: svivera@duesd.org or 661-721-5000, ext. 00125.

Published:
November 7, 2019
November 14, 2019

I. GENERAL

The Delano Union School District (“Owner”) is issuing this Request for Qualifications (RFQ) and is seeking proposals from qualified, licensed consultants to provide architectural services for new construction, modernization and other site improvements in the District, including the **Fremont School Kindergarten Classroom Project and various other future projects that are under consideration**. Owner reserves the right to request the selected firm to provide services for projects not specifically identified in this document, so long as the need for such services arises within the life of the anticipated contracts.

The listing of more than one project in the RFQ is not to be construed as an indication that the selected firm will be awarded a contract for every project and Owner reserves the right to award listed project(s) to other firms, in Owner’s sole discretion. It is the intent of the District to establish a pool of approved architects for future projects that are under consideration.

At the time this RFQ is picked up from Delano Union School District or downloaded from the DUSD website, proposers shall submit the “**PROPOSER INFORMATION SHEET**” (page 12) via email or fax so that they may receive Addenda. An email address and mailing address must be provided. Any communication directed to either address shall constitute a legal service upon the proposer.

II. PROJECT INFORMATION

A. Owner's Project(s) (hereinafter “Project’)

The Fremont School Kindergarten Classroom Project includes the construction of two (2) permanent Kindergarten classrooms that are 1,350 square feet each and include a self-contained restroom, and a storage or teacher preparation area with both wet and dry areas, to house 48 Kindergarten students. The classrooms shall meet the State Title 5 design requirements for Kindergarten classrooms.

B. Project Background

The project is funded by through the Full Day Kindergarten Facilities Grant Program. The District has received an advance for the design phase.

C. Budget

With Owner’s assistance, the architect, will develop the budget. The budget will be established within general cost figures and guidelines as established under the School Facility Program and the Office of Public

School Construction (“OPSC”). The anticipated budget for the Projects is \$1,668,596.00.

D. Project Timing

The requested design work is to be completed and plan checked within one year as per the requirements of the Full Day Kindergarten Facilities Grant Program. The project must be designed with plans approved by the Division of the State Architect (DSA) and the California Department of Education (CDE) by November 2020.

E. Future Projects under Consideration and Estimated Budgets.

These projects are projected to be similar in scope to the Fremont School Kindergarten Classroom Project, with the construction of new kindergarten classrooms.

1. Albany Park School -2 Kindergarten Classrooms - \$1,526,175
2. Del Vista Math & Science Academy- 2 Kindergarten Classrooms-\$1,526,175
3. Morningside School- 2 Kindergarten Classrooms - \$1,526,175
4. Nueva Vista Language Academy- 4 Kindergarten Classrooms -\$3,052,350
5. Princeton Street School- 2 Kindergarten Classrooms - \$1,526,175

Future modernization projects are under consideration for the following schools that are currently eligible for State Funding/Financial Hardship Funding. Budgets have not been established.

6. Albany Park School Modernization
7. Almond Tree Middle School Modernization
8. Cecil Avenue Math & Science Academy Modernization
9. Del Vista Math & Science Academy Modernization
10. Fremont School Modernization
11. Morningside School Modernization
12. Nueva Vista Language Academy Modernization
13. Princeton Street School Modernization
14. Terrace School Modernization

F. The governing code is the current edition of the “California Building Code,” California Code of Regulations, Title 24.

G. It is anticipated that the services required under this RFQ shall extend from the time of award of a contract to the architect through completion and final acceptance of the Project by Owner and any warranty period thereafter.

H. **All projects are dependent upon the availability of funding. Projects under consideration are not guaranteed.**

III. SCOPE OF SERVICES

A. The architectural services firm (hereinafter "Architect") shall provide required architectural services for the Project(s). Architect shall provide those services with special emphasis on design efficiency, cost control, schedule control, document control, contractor compliance, and management of information. **The scope of services may change should Owner elect to utilize Multi-Prime Construction Management or other delivery method.** The services required include, without limitation, the following general categories:

1. Communication with Owner;
2. Hiring and supervising consultants and personnel;
3. Assistance in preparing comprehensive educational specifications;
4. Site plan, including survey information such as topography and dimensional information;
5. Initial planning phase of Project;
6. Schematic plan phase of Project;
7. Design development phase of Project;
8. Renderings of Project;
9. Final working drawings and specifications;
10. Construction contract documents;
11. Bid phase;
12. Observation of Project;
13. Construction of Project;
14. As-built drawings;
15. Project close-out services, including but not limited to transition planning, preparation of final punch list and subsequent walk-through to confirm that deficiencies have been corrected, and preparation of completion documents required by OPSC;
16. Additional services of Architect;
17. Preparing and performing services pursuant to an estimated time schedule;
18. Maintaining records of direct personnel and reimbursable expenses and other matters;
19. Cooperating and consulting with Owner in use, selection, and establishment of standard mechanical and electrical equipment, fixtures, roofing materials, and floor coverings;
20. Cooperating with Owner's Disabled Veteran Business Enterprise (DVBE) compliance requirements and goals.

B. The scope of services being requested is more fully defined in the RFQ- Attachment A, the draft **CONTRACT FOR ARCHITECTURAL SERVICES**, and any attachments thereto. The firm(s) selected will be required to execute this form of contract.

IV. PROPOSAL CONTENT REQUIREMENTS

In order to evaluate each firm's qualifications, it is requested that submittals be prepared in an outline format. Brevity and clarity are requested in all presentations. For ease in review and to facilitate evaluation, the proposals submitted for this project should be organized and presented in the order requested, as follows:

- A. Cover Page: Indicate the firm name and RFQ title.
- B. Cover Letter of Interest: provide a cover letter signed by your firm's principal that includes the firm's understanding of the work to be accomplished and a brief general statement confirming your ability to complete projects.
- C. Organizational Information: Provide specific identification and organizational information concerning your firm. If two or more firms are involved in a joint venture for this Project, information concerning the working relationship between the firms must be provided, i.e., prime contractor/subcontractors.
- D. Qualification and Experience: Provide specific information concerning your firm's experience in educational facility planning and design for similar projects. **Submit full and complete responses to the Qualifications Questionnaire, RFQ –Attachment B.** Provide a list of similar projects completed by your firm within the past five years, along with the following information for each project:
 - 1. Type of project
 - 2. Description of the services performed by your firm;
 - 3. Location of client and facility;
 - 4. The original and final construction budgets;
 - 5. Start and completion dates for construction, both projected and actual;
 - 6. Contact name and telephone numbers for client on each project.
- E. Consulting Team: Composition of the team proposed to accomplish this Project is of critical importance. The following team information should be provided:
 - 1. Name and location of project administration offices.

2. Total personnel of the architectural team or teams, by discipline.
 3. A table or organization for the team which identifies:
 - a. Principal-in-Charge/amount of time devoted to the Project
 - b. Project Architect/amount of time devoted to the Project.
 - c. Engineers
 - d. Estimator
 - e. Other key personnel.
 4. Resumes for project principals, reflecting their experience in educational facility planning and design similar to this Project.
 5. Consultant firms you plan to use and their experience in educational facility planning and design similar to this Project.
- F. Project Approach and Work Schedule: Provide a description of the methodology developed to perform all required services, with a schedule containing specific milestones and dates of completion which will be used to set time schedules. Also identify the extent of Owner personnel involvement, including key decision point at each stage of the Project.
- G. Cost Estimating for the Project: Define the firm's cost estimating procedures and state whether an outside cost estimating consulting firm will be utilized or if estimating will be done "in house."
- H. Fee Proposal: Provide a fee proposal to perform all tasks described in this RFQ. The fee proposal should include the cost of all basic services and the hourly rates for staffing positions for additional services. Owner intends to review the fee information during, and use it as part of, the selection process to determine the firm best suited to meet Owner's purposes. Due to the potential for Owner's future election to utilize Multi-Prime Construction Management on this Project, the following fee proposals shall be submitted:
1. The required fee information assuming a general contractor will be selected to perform the construction work;
 2. The required fee information assuming Owner utilizes Multi-Prime Construction Management on this Project.

- I. Insurance Requirements: Prior to commencement of work, the firm selected shall furnish to Owner and underwriter's certificate of insurance reflecting not less than the following limits:
 1. \$1 million for Worker's Compensation;
 2. \$1 million per occurrence (\$2 million aggregate) for comprehensive general liability;
 3. \$1 million per occurrence for automobile liability;
 4. \$1 million per occurrence for errors and omissions.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" with a minimum A, V rating. Owner, its officers, agents, and employees shall be named as additional insureds on the comprehensive general liability policy. Any deviation from the requisite policy amounts and ratings must be approved by Owner.

V. PROPOSAL SUBMITTAL PROCESS

- A. Requests for debriefings will not be considered.
- B. Owner will not provide submittal information by either fax or overnight-type mail service.
- C. Proposals shall be received by Owner, at the address stated below, on or before the date and time stated on the face sheet of this RFQ. No oral, telegraphic, telephonic, or faxed proposals will be considered.
- D. Submission of a proposal shall be an indication that the proposer has investigated and satisfied himself as to the conditions to be encountered, the character, quality, and scope of work to be performed, and the Owner's requirements.
- E. Proposals shall be enclosed in a sealed container bearing the title of the proposal and the name and address of the proposer.
- F. Proposals shall furnish Owner's administrative office with their business street address. Any communications directed either to the address/email address so given, or to the address listed on the sealed proposal container and deposited with the U.S. Postal Service using Certified Mail shall constitute a legal service upon the proposer.
- G. Addenda issued by Owner interpreting or changing anything in this RFQ, including all modifications thereof, shall be responded to and incorporated

in the proposal. The proposer shall sign and date the addenda cover sheet and submit it with his proposal at the time of proposal opening.

- H. All proposals received by Owner will be considered a “public record” as defined in Section 6252 of the California Government Code and shall be open to public inspection, except to the extent the proposer designates trade secrets or other proprietary material to be confidential. Any documentation which the proposer believes to contain a trade secret must be provided to Owner in a separate envelope or binder and must be clearly marked as a trade secret. Owner will endeavor to restrict distribution of material and analysis of the proposals. Proposers are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and Owner shall in no way be liable or responsible for any such disclosure. Proposers are advised that Owner does not wish to receive material designated as trade secrets and requests that proposers not supply trade secrets unless absolutely necessary. The proposer’s qualification package, and any other supporting materials submitted to Owner in response to this request, will not be returned and will become the property of Owner unless portions of the materials submitted are designated as proprietary at the time of submittal and specifically requested to be returned.
- I. Interested firms shall submit five copies of the requested information in a sealed container to the address listed below:

Sandra Rivera
RFQ 2020-002 Architectural Services
Delano Union School District
1405 12th Avenue
Delano, CA 93215

VI. SELECTION PROCESS AND CRITERIA

- A. The selection process is designed to ensure that the architect’s services are engaged on the basis of demonstrated competence and qualification for the types of services to be performed at fair and reasonable prices.
- B. All proposals received by the specified deadline will be reviewed by Owner for content, related experience, and professional qualifications of proposer and consultants. Final approval will be given by Owner’s governing board or other governing body. All other things being equal, local (within the county) proposers and consultants are preferred over non-local proposers and consultants. For all joint-venture proposals, only local proposers and consultants in prime position will be acceptable and reviewed. Only proposers for whom the Architect of record is identified as being local shall be

deemed acceptable. Owner reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received. Owner reserves the right to select the proposal which its sole judgment best meets Owner's needs.

- C. All proposals will be subjectively evaluated on the following criteria:
1. Professional experience of the firm in relation to the work to be performed;
 2. Professional experience of the principals to be assigned to the Project;
 3. Experience and training of key personnel;
 4. Demonstrated ability to prepare accurate estimates and design projects within a stipulated budget;
 5. Nature and quality of recently completed work, especially if reuse of plans is proposed;
 6. Reliability, continuity, and location of the firm and its consultants;
 7. Availability of the proposed team members;
 8. Previous references relative to projects of similar size and function;
 9. Understanding of the scope and requirements of the current Project(s);
 10. Knowledge of applicable federal, state, and local codes;
 11. Familiarity in compliance with DVBE requirements;
 12. Fee proposals;
 13. All materials submitted;
 14. Any other consideration deemed relevant.
- D. At Owner's election, a short-list of the top firms may be generated and Owner may invite the short-listed proposers to make oral presentations to the evaluation committee before making a final selection. **Oral presentations are tentatively scheduled for December 9, 2019.** If a proposer is selected by Owner after review of the proposals and any oral presentations, the firm(s) deemed to best meet the needs of Owner will be contacted or Owner will reject all proposals.

- E. Upon final selection, the Contract for Architectural Services will be processed by Owner for award of contract.

VII. CONDITIONS TO AWARD

- A. Owner reserves the right to delay the selection process, withdraw the RFQ, and/or cancel the Project(s).
- B. Where more than a single project is identified, Owner's selection of a firm does not mandate use of the firm for each of the enumerated projects. Owner reserves the right to select a different firm.
- C. This solicitation does not commit Owner to pay any costs in the preparation or presentation of a submittal.

VIII. PROHIBITED ACTIVITY

- A. Submitting firms or their agents shall not make any personal contacts with any member of Owner's governing board or other governing body prior to selection and award of a contract for this work.
- B. Conflict of Interest: Proposing firms shall have read and shall be aware of the provisions of Section 1090, et seq. and Section 87100, et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of Owner or member of its governing body shall have any pecuniary interest direct or indirect, in the resulting agreement or the proceeds thereof.

IX. QUESTIONS

Any questions or clarifications concerning this Request for Qualifications should be submitted to: Sandra Rivera, 1405 12th Avenue, Delano, CA 93215 or srivera@duesd.org

PROPOSERS INFORMATION SHEET

(REQUIRED TO BE SUBMITTED WHEN RFQ IS PICKED UP OR DOWNLOADED)

Attention: Sandra M. Rivera, Assistant Superintendent of Business Services

Email: srivera@duesd.org

Re: Request for Qualifications #2020-002- Architectural Services

Delano Union School District RFQs are available at the District Office or may be obtained online. When you pick up or download an RFQ, you are required to email the following information to srivera@duesd.org or fax to Sandra Rivera at (661) 725-7278 so that you may receive Addenda.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email srivera@duesd.org.

ATTACHMENT A
CONTRACT FOR ARCHITECTURAL SERVICES

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is entered into this 16th day of December, 2019, between the Delano Union School District of Kern County, California, hereinafter "Owner," and _____, hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows: Fremont Kindergarten Classroom Project; construction of two (2) permanent Kindergarten classroom that are 1,350 square feet each and include a self-contained restroom and a storage or teacher preparation area with both wet and dry areas, to house 45 Kindergarten students.

Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if Architect is a corporation or other organization, the Project Architect specified, and not Architect itself, is fully licensed as an architect in the state of California).

Accordingly, the parties agree as follows:

ARTICLE 1. EMPLOYMENT OF ARCHITECT.

Owner contracts Architect pursuant to California Government Code Sections 4525-4529.5 and 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the Project. The term "Project Architect" as used in this document shall be referred to as the Architect in General Responsible Charge as defined under Title 24, Section 4-316 of the California Code of Regulations. Subject to Owner's approval, Architect shall name a specific person fully licensed to practice as an architect in the state of California to be the Project Architect. The Project Architect shall maintain personal oversight of the Project and act as principal contact with Owner, the contractor, Architect's consultants and engineers, and all inspectors on the Project. Any change in the Project Architect shall be subject to Owner's approval. The Project Architect is _____, California license number _____.

ARTICLE 2. ARCHITECT'S SERVICES.

2.1 Employment of Architect.

Architect accepts Contract and agrees to perform all the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands the exact scope of services may be changed should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management or Lease-Leaseback Project Deliver Methods attached to this Agreement shall further clarify the scope of services and shall govern in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or additional fees, may be made as a result of an election by Owner to utilize Multi-Prime Construction Management or Lease-Leaseback delivery methods for the Project. Architect shall provide the services referenced in this Agreement and additional services as agreed.

2.1.1 Communication with Owner.

Architect shall participate in consultations and conferences with Owner's authorized representatives and/or other local, regional, or state agencies concerned with the Project necessary for development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and Owner. Such consultations and conferences shall continue through planning and construction of the Project and contractors' warranty periods. Architect shall only take direction from staff specifically designated by Owner (the "Owner's Representative"). Owner's Representative for the Project shall be . Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's governing board or other governing body to represent Owner on the Project. Owner may designate new and/or different individuals to act as Owner's Representative from time to time.

2.1.2 Hiring Consultants and Personnel.

2.1.2.1 Architect shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects and structural, electrical, plumbing, mechanical engineers and utility engineers. Other consultants may be provided by express written agreement at additional cost to Owner. Architect may provide such services and personnel "in-house" or, with the written consent of Owner, employ outside consultants. The cost of any and all such consultants shall be borne by Architect. Architect may delegate to such consultants those duties which Architect is permitted by law to delegate without relieving Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify Owner of all consultants prior to commencement of their work.

2.1.2.2 All engineers, experts, and consultants retained by Architect in performance of this Agreement shall be licensed or certified, as the case may be, to practice in their respective professions, where required by law.

2.1.2.3 Structural, mechanical, civil, and electrical engineers and consultants hired by Architect shall show evidence of a policy of professional liability and/or project insurance, if available, meeting the requirements set forth in this Agreement.

2.1.2.4 Architect shall promptly obtain Owner's written approval of assignment and/or reassignment or replacement of engineers or consultants or other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by Owner.

2.1.2.5 Professionals, technical and other clerical personnel shall be retained by Architect at Architect's sole expense.

2.1.3 Initial Planning Phase of Project.

2.1.3.1 Architect shall assist Owner in preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. Assistance to Owner is understood to mean the review of Owner's prepared

program, as it relates to determination of space and translation into physical area and corresponding cost (not actual development of the Owner's program).

2.1.3.2 Architect shall advise and assist Owner in determining the feasibility of the Project, analysis of the types and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.1.3.3 Architect shall notify Owner in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

2.1.3.4 Architect shall advise Owner in securing easements, encroachment permits, rights-of-way, dedications, infrastructures, and road improvements, coordinating with utilities and adjacent property owners.

2.1.3.5 If Owner elects the Lease-Leaseback Project delivery method, Architect shall provide those services designated in the Services Matrix for Construction Projects necessary to assist the Owner in establishing the Owner's educational or facility program/s, the financial feasibility, time requirements and limitations for the project prior to beginning design. Compensation for these services shall be enumerated in Exhibit A, incorporated herein by reference.

2.1.3.6 The Architect shall be responsible to investigate existing conditions or facilities and confirm such conditions or facilities as relates to work under this Project. The Architect or its consultant will conduct the research that is in its professional opinion necessary for the Project, and will incorporate such conditions that relate to work of this Project within the drawings for construction. Such services of the Architect or its consultants will be performed in a manner consistent with the ordinary standard of care.

2.1.4 Schematic Plan Phase of Project.

2.1.4.1 Architect shall provide a site plan and other Project-related information necessary and required for Owner's application for funds to finance the Project to any federal, state, regional, or local agency.

2.1.4.2 In cooperation with Owner's planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating Owner's educational or facility program and functional requirements. Such drawings and plans (referred to collectively as the Schematic Plans) shall meet the requirements of the California Department of Education (CDE), regulations (California Code of Regulations, Title 5, Section 14000 et seq.), and guidelines and shall be prepared in a form suitable for submission to the CDE for approval, if applicable. The Schematic Plans shall show all rooms incorporated in each building in the Project in single-line drawings, and shall include all revisions required by Owner or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

2.1.4.3 Architect shall establish a preliminary Project cost estimate in the format required by Owner or, if applicable, by the school construction funding agency identified by Owner. The purpose of the cost estimate is to show probable cost in relation to Owner's budget. If Architect perceives site considerations which impact the cost of the Project, Architect shall immediately disclose those conditions to Owner in writing. Architect shall provide a preliminary written time schedule for performance of the work on the Project. Preliminary construction budget or allowance shall represent the Architect's best judgment as a professional familiar with the construction industry. This analysis may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall not be required to make exhaustive or detailed estimates of project cost.

2.1.4.4 At its own expense, Architect shall provide a complete set of the Schematic Plans for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of the Schematic Plans as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the Division of State Architect (DSA), and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5 Design Development Phase of Project.

2.1.5.1 On Owner's specific written approval of the Schematic Plans, Architect shall prepare site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical, and electrical systems, and site improvements as applicable (on and off- site) to the extent required to provide the successful completion of the Project), types and makeup of materials, and outline specifications (Design Development Documents) for presentation to Owner's governing board or other governing body for approval.

2.1.5.2 Architect shall provide a complete set of the Design Development Documents for Owner's review and approval. Additionally, at Owner's expense, Architect shall provide copies of the Design Development Documents as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the DSA, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5.3 Architect shall provide Owner with an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents and a breakdown based on types of materials and specifications identified in the Design Development Documents. However, if a Lease-Leaseback or Construction Manager Project delivery method is selected, the Architect will only be responsible to review and provide comments regarding the estimate provided by others. Architect's estimate of probable construction cost will be furnished upon conventional means of analysis using model costing, square-foot or systems/assembly analysis.

2.1.5.4 Architect shall provide Owner with a timetable for completion of the Project.

2.1.5.5 Architect shall assist Owner in applying for and obtaining required approvals from DSA, or other governing authority having jurisdiction over the Project, as the case may be, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for securing priorities, materials, as an aid in construction of the Project, and in obtaining final Project approval and acceptance by DSA as required.

2.1.5.6 Architect shall provide a color schedule of all materials and selections of textures, finishes, and other items requiring an aesthetic decision at this phase of the Project for Owner's review and approval.

2.1.6 Building Permits and Conformity to Legal Requirements.

2.1.6.1 Architect shall cause drawings and specifications to conform to and adequately address applicable requirements of federal, state, regional, and local law, DSA requirements (structural safety, fire/life safety, and access compliance sections), and requirements of the CDE, which must approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with those agencies for approval.

2.1.6.2 Architect will use its best professional efforts to interpret applicable access requirements, including those of the Americans with Disabilities Act and California law, and inform Owner of any inconsistencies between federal and state accessibility regulations and requirements which are subject to conflicting interpretations of the law.

2.1.7 Working Drawings and Specifications.

2.1.7.1 Upon Owner's specific written approval of the Design Development Documents, Architect shall prepare such complete working drawings and specifications as are necessary to obtain complete bids and efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Owner. The completed working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work. It shall be Owner's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in Owner's possession. Using a thorough interior and exterior visual survey of site conditions, Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings. Owner shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide Architect with any supplemental information which may be discovered but not shown on the as-built drawings.

The completed working drawings and specifications must be sufficient to enable Architect and Owner to secure the required permits and approvals from DSA and for Owner to obtain a responsible, responsive or bona fide bid or bids. The working drawings shall be clear and legible, so that uniform copies can be made on

standard architectural size paper, properly indexed and numbered, and sufficient to be clearly copied and assembled in a professional manner by Architect.

- 2.1.7.2** Owner shall review, study, and check the completed working drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of the final plans by Owner's governing board or other governing body, subject to DSA approval. Architect shall make all Owner-requested changes, additions, deletions, and corrections in the completed working drawings and specifications so long as the changes are not in conflict with the requirements of those public agencies having jurisdiction or prior approval, or are inconsistent with earlier Owner direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to Owner's attention. The parties agree that, while the construction contractor will be responsible for construction methods and means, it is Architect who, as between Architect and Owner, possesses the requisite expertise to determine the constructability of the completed working drawings and specifications. Architect warrants that the plans are sufficiently detailed and accurate to enable a competent contractor to perform the work.
- 2.1.7.3** Architect understands that should working drawings and specifications be ordered by Owner, Owner shall specify the sum of money set aside to cover the total cost of construction of the work exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a written statement to Owner's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by Owner indicate the work cannot be constructed for the specified sum in accordance with the working drawings and specifications furnished by Architect, Architect shall, if requested by Owner and without extra compensation, revise the working drawings and specifications so construction can be completed for a total cost which does not exceed the specified sum or so that certain portions of the Project can be omitted, deferred, or separately bid. The cost of revising the plans and specifications shall be borne by Owner only where Architect has given written notice in advance of bidding that the total construction cost will exceed Owner's specified sum and where Owner has not reasonably addressed any such written notice provided by Architect. Architect will not be required to make revisions without compensation when estimate has been provided by Lease-Leaseback Contractor or Construction Manager selected by Owner.
- 2.1.7.4** Architect shall provide a full set of the completed working drawings and specifications for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of any documents required by federal, state, regional, or local agencies concerned with the Project, including CDE and DSA. Any additional copies required shall be provided at cost to Owner.
- 2.1.7.5** Unless otherwise agreed, Architect shall provide at no additional expense one original two dimensional rendering of the Project suitable for public presentation, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering.

2.1.8 Construction Contract Documents.

If so required by Owner, Architect shall assist Owner in the completion of construction documents, including but not limited to advertisement for bids, information for bidders, bid

forms (including alternate bids as requested by Owner), bonds, general conditions, special conditions, agreement, DVBE preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Owner and Owner's counsel. At the time the construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), are delivered, Architect shall provide Owner with its final estimate of probable construction cost ("Final Estimate") consistent with previous design development documents.

2.1.8.1 Architect's Statement of Probable Cost at the completion of final drawings and specifications shall be in sufficient elemental breakdown as to isolate and analyze general components of the project for budget and construction cost evaluation purposes.

2.1.8.2 In accordance with Title 24 of the California Code of Regulations, any amendments to, addenda or change orders that materially alter the approved drawings and specifications for construction shall be prepared by the Architect or Engineer in general responsible charge for the Project (ref. §4-338 Park 1, Title 24 C.C.R.). amendments, modifications or changes to bidding documents, forms or procedures, and administrative contractual concerns or clarifications may be prepared by Owner's representative or delegated authority, which do not materially alter the approved drawings and specifications.

2.1.9 Bid Phase.

2.1.9.1 Following Owner's approval of the Construction Documents and Final Estimate, Architect shall provide to Owner one set of reproducible construction documents.

2.1.9.2 If the lowest responsive bid on the Project exceeds the Final Estimate by 10 percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, Owner may request that Architect amend the final drawings and specifications to rebid the Project so that bids are within 10 percent of the Final Estimate. At Owner's request, Architect shall provide specifications which include alternate bids as deemed advisable by Owner.

2.1.10 Observation of Project.

Observation of the work executed from the final working drawings and specifications shall be in person by Project Architect provided that Owner may, in its discretion, consent to such observation by another competent representative of Architect.

2.1.11 Construction of Project.

Architect shall provide general administration of the Construction Documents, including but not limited to the following:

2.1.11.1 Participate with Owner in a pre-construction meeting with all interested parties.

2.1.11.2 Conduct site visits, as often as necessary and appropriate to the stage of construction but at least biweekly, to observe contractor's work for general conformance with the plans and specifications and to confirm that work is progressing in accordance with the Construction Documents and contractor's schedule.

- 2.1.11.3** Conduct site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and Owner and employed by Owner. Architect shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings by Inspector and/or Contractor indicating dimensions and location of all "as-built" conditions including but not limited to underground utility lines.
- 2.1.11.4** Cause engineers and other consultants as may be hired by Architect to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project.
- 2.1.11.5** Make regular reports as may be required by applicable federal, state, regional, or local agencies.
- 2.1.11.6** Attend all appropriate construction management meetings and provide written reports to Owner after each construction meeting to keep Owner informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than biweekly.
- 2.1.11.7** Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.
- 2.1.11.8** Keep records of construction progress and time schedules and advise contractor and Owner of any substantial deviations from the time schedule which could delay timely completion of the Project.
- 2.1.11.9** In a timely manner, check and process all required material and test reports and report to the DSA and other governing agency having jurisdiction over the Project, as the case may be, the contractor, and Owner any deficiencies in material as reflected by those reports, with recommendations for correction of any deficiencies.
- 2.1.11.10** In a timely manner, review and respond to all requested schedules, submittals, shop drawings, samples, other information requests, and other submissions of the contractor, or the subcontractors through the contractor, for compliance with design and specifications and to facilitate timely and uninterrupted progress of the work.
- 2.1.11.11** As discussed with Owner, promptly reject work or materials which do not conform to the Construction Documents and notify Owner of any rejection.
- 2.1.11.12** In a timely manner, consult with Owner with regard to substitution of materials, equipment, and laboratory reports thereon prior to Owner's final, written approval of any substitutions.
- 2.1.11.13** Prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and any modifications as may be necessary to meet unanticipated conditions encountered during construction, that would have been detected by reasonable investigation as outlined in Article

2.1.7.1, at no additional expense to Owner. Architect's responsibility to bear the cost of necessary modifications arising from unanticipated conditions applies only to those conditions that should have been anticipated by a reasonable architect or its subcontractors, consultants, or employees in the performance of its duties under this Agreement. However, any documents and/or drawings required due to unforeseeable changed conditions, contractor error or Owner changes shall be subject to additional fees.

2.1.11.14 In a timely manner, evaluate and notify Owner in writing of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project (written notification may be accomplished by providing a copy of any request). Architect shall not order contractors to make any changes affecting contract price without Owner's written approval of a change order pursuant to the terms of the Construction Documents. On its own responsibility and pending approval of Owner's governing board or other governing body, Architect may order changes necessary at the time to meet construction emergencies if written approval by Owner's Representative is first secured. Construction emergency shall mean any condition that potentially could have immediate adverse effects on the health, safety and welfare of current building occupants or nearby persons.

2.1.11.15 Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.

2.1.11.16 Coordinate final color and product selection with Owner's original design concept.

2.1.11.17 Determine date of completion.

2.1.11.18 After being notified the Project is nearing completion, Architect shall inspect the Project and review the punch-list prepared by the contractor, including minor items ("punch-list items"). Architect shall notify contractor in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the Project and final payment. Owner shall be notified of all deficiencies and punch-list items.

2.1.11.19 Review materials assembled by the contractor and provide to Owner written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("Final Working Drawings"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.

2.1.11.20 Make any further observations of the Project reasonably necessary to confirm completion of punch-list items and to issue Architect's Certificate of Completion and final certificate for payment.

2.1.11.21 Cause engineers and other consultants as may be hired by Architect to file required documentation necessary to close out the Project with governmental authorities.

2.1.11.22 Record Set of Final Working Drawings.

- 2.1.11.22.1** On projects utilizing a Construction Manager or Lease-Leaseback Contractor, not later than 120 days after Architect's receipt of marked-up working drawings from the Construction Manager or Lease-Leaseback Contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor and Inspector. Architect shall review the record set of Final Working Drawings to ensure that they are a correct representation of the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor.
- 2.1.11.22.2** On projects not utilizing a Construction Manager, not later than 30 days after Architect's receipt of marked-up working drawings from the contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by contractor and Inspector. Architect shall review to ensure that the record set of Final Working Drawings is a correct representation of the information supplied to Architect by the Inspector and the contractor and shall request the certificates of the Inspector and the contractor that the record set of Final Working Drawings is correct.
- 2.1.11.22.3** Upon approval of the completed as-built drawings by Owner's Representative, Architect shall forward to Owner a complete set of reproducible duplicates of the original drawings corrected to "as-built" condition. The duplicates shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.
- 2.1.11.22.4** In addition to the set of reproducible duplicates referred to above, Architect shall provide Owner with two copies of the "as-built" drawings electronically in a format designated by Owner.
- 2.1.11.22.5** Prior to receipt of final payment, Architect shall forward to Owner one clear and legible set of reproductions of the computations, the original copy of the specifications, the as-built drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion.
- 2.1.11.23** Architect shall provide advice to Owner on apparent deficiencies in construction during the one-year warranty period following acceptance of work.
- 2.1.11.23.1** Architect and Architect's consultants shall provide assistance to the Owner in preparing a six-month written evaluation of the Project's finish hardware and HVAC systems.

- 2.1.11.23.2** Architect and Architect's consultants shall provide assistance to Owner in preparing an 11-month written evaluation of items of repair, replacement, etc., for warranty items.

2.2 Additional Services of Architect.

At Owner's request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. Owner may agree to pay Architect for such services if those services cause Architect additional expense through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless Owner and Architect agree in writing as to the amount of compensation for such services prior to the services being rendered. Such service may include but not be limited to:

- 2.2.1** Plan preparation and/or administration of work on portions of the Project separately bid (not applicable to projects utilizing Multi-Prime Construction Management).
- 2.2.2** Assistance to Owner in selection of moveable furniture, equipment, or items which are not included in Construction Documents.
- 2.2.3** Services caused by contractor's late submission of substitution requests, by the delinquency, default, or insolvency of contractor, or by major defects in contractor's work in performance of the construction contract.
- 2.2.4** Substantial subsequent revisions in drawings, specifications, or other project documents when required as a result of:
 - 2.2.4.1** Changes requested by Owner;
 - 2.2.4.2** Revisions being inconsistent with prior written approvals or instructions due to causes beyond Architect's control;
 - 2.2.4.3** An approved contractor substitution request.
- 2.2.5** Serving as an expert witness on Owner's behalf.
- 2.2.6** Observation of repair of damages to the Project.
- 2.2.7** Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.
- 2.2.8** Additional site reviews or other work required solely as a result of the fault of Owner more than 60 calendar days past the scheduled date of project completion.

ARTICLE 3. OWNER'S RESPONSIBILITIES.

Owner's responsibilities shall include the following:

- 3.1** Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.
- 3.2** Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at Owner's expense, a survey of the Project site prepared by a registered surveyor or civil

engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other pertinent information. Owner shall also provide a soils investigation report and a geological report if required by law.

- 3.3** Upon mutual agreement with Architect, appoint and pay an Inspector of Record as provided by state law. The Inspector shall be qualified and approved by Architect and by the DSA, with its work under the general direction of Architect. The Inspector shall be responsible to Owner and act in accordance with Owner's policies. The project administration by Architect and its engineers shall be in addition to the continuous personal supervision by the Inspector.
- 3.4** Assist Architect in distributing plans to bidders and conducting the opening of bids on the Project, if applicable.
- 3.5** Conduct chemical, mechanical, or other tests required for proper design of the Project; furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for proper development of the required drawings and specifications and determine soil condition.
- 3.6** Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.
- 3.7** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 3.8** Designate a representative authorized to act as liaison between Architect and Owner in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect in conducting inspections and preparing the list of deficiencies and shall accompany Architect and contractor on the final inspection.
- 3.9** Review all documents submitted by Architect, including change orders and other items requiring Owner's approval; advise Architect of decisions pertaining to those documents within a reasonable time after submission.
- 3.10** Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

ARTICLE 4. ARCHITECT'S FEE.

- 4.1** For performance of all services rendered, Owner shall pay to Architect the amount specified in Exhibits A and "C" incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.
 - 4.1.1** Unless otherwise agreed in writing, Architect's compensation is not contingent on Owner obtaining funding for the Project.
 - 4.1.2** Unless otherwise agreed, the construction cost for Multi-Prime Construction Management projects shall include the construction management fee and general conditions costs of the Construction Manager, and be calculated on the total collective cost of all Multi-Prime contracts.
 - 4.1.3** When Architect's compensation is based on a percentage of construction cost and any portion of the Project is deleted or otherwise not constructed, compensation for that

portion of the Project shall be payable to the extent services are performed on that portion based on the lowest bona fide bid or estimate.

4.2 Payment for Additional Services.

Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by Owner's governing board or other governing body:

- 4.2.1** For services in addition to Architect's basic services, the required written approval shall specify the fee for those services, which may be a flat amount or Architect's standard hourly rates
- 4.2.2** With the required prior approval, special consultants may be paid at a multiple of times the amount billed to Architect by the special consultants.
- 4.2.3** Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services beyond those required in 2.1.3.1.
- 4.2.4** Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services not included in 2.1.3.2.

4.3 Reimbursable Expenses.

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, identified as:

- 4.3.1** Expenses of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.
- 4.3.2** Expenses in connection with preauthorized out-of-town travel. Pre-authorized transportation shall include travel outside the Bakersfield Metropolitan Service Area (75 miles round trip), including trips/flights to public agencies (e.g., to State agency/s remotely located – DSA, OPSC, CDE, etc.). Expenses include municipal/private charges associated with destination fees – and not considered a parking violation.
- 4.3.3** Fees required to be paid in order to secure approval of authorities having jurisdiction over the Project.
- 4.3.4** Expenses of reproductions of drawings and specifications, as authorized and/or required herein including, without limitation, reproduction of documents provided by the Owner or generated by the Architect and its consultants for the Owner.
- 4.3.5** Other costs/expenses preauthorized by Owner.
- 4.3.6** Unless otherwise agreed, Architect shall provide at no additional expense one original rendering of the Project, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering. Any other presentation graphics, renderings, charts, graphs, or similar visual communication requested by Owner shall be reimbursed at Architect's cost.

ARTICLE 5. PAYMENTS TO ARCHITECT.

- 5.1 Architect's compensation shall be paid by Owner to Architect monthly, incrementally based upon the percentage of work completed as reflected in Exhibit A.
- 5.2 In order to receive payment, Architect shall present Owner with a claim for payment for approval by Owner's Representative which shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.
- 5.3 Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of those services or in such other manner as the parties shall specify when those services are agreed upon.

ARTICLE 6. INSTRUCTIONS TO PROCEED.

Architect is not to proceed with performance of any services under this Agreement without first securing authorization from Owner to do so.

ARTICLE 7. TIME SCHEDULE.

- 7.1 Architect shall perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon Owner's request, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds, including allowances for periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over project approval and funding. The schedule shall not be exceeded by Architect without Owner's prior written approval.
- 7.2 Any delays in Architect's work because of the actions of Owner or its employees, those in direct contractual relationship with Owner, a governmental agency having jurisdiction over the Project, or an act of God or other unforeseen occurrence, not due to any fault or negligence on Architect's part, shall be added to the time for completion of any obligations of Architect.
- 7.3 Should Architect apply for an extension of time, Architect shall submit evidence that any required insurance policies remain in effect during the requested additional time.

ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION.

- 8.1 Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of any suspension, abandonment, or termination, Architect shall be paid pursuant to any applicable schedule of payments for services rendered up to the date of any suspension, abandonment, or termination, less any damages suffered by Owner as a result of Architect's default, if any. Architect hereby expressly waives any and all claims for damages or balance of compensation arising under this Agreement, except as set forth herein, in the event of any suspension, abandonment, or termination.
- 8.2 If Architect's services are suspended by Owner, Owner may require Architect to resume services by giving written notice to Architect within 90 consecutive calendar days after the effective date of the suspension.
- 8.3 Where more than 90 days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner 10 days' written notice.

- 8.4** Upon suspension, abandonment, or termination, Architect shall, if requested by Owner, turn over to Owner all preliminary studies, sketches, working drawings, specifications, computations, and all other items to which Owner would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid following termination of this Agreement, Owner shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to Owner upon request, without additional compensation, and in any format specified by Owner.

ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS.

- 9.1** Pursuant to California Education Code Section 17316, all plans, specifications, estimates, and other documents, including any and all electronic data magnetically or otherwise recorded electronically prepared by Architect pursuant to this Agreement, shall be and remain the property of Owner. Any documents supplied pursuant to this Agreement shall be the property of Owner whether or not the work for which they were made is executed. Architect and its consultants shall be deemed the authors and shall retain all common law, statutory, and other reserved rights, including copyrights.
- 9.2** Architect grants to Owner the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this Project or another project contracted for Owner. Owner is not bound by this Agreement to employ the services of Architect in the event such documents are reused. Owner's reuse of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. Owner shall indemnify, hold harmless, and defend Architect and its officers, directors, consultants, agents, and employees from all claims of any kind arising out of such use, reuse, or modification of any documents prepared by Architect. Architect makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location.
- 9.3** This Agreement creates a nonexclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property authored or held by Architect or its subconsultants embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship by Architect or its subconsultants fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. Architect shall require any and all subcontractors and consultants to agree in writing that Owner is granted a nonexclusive and perpetual license for any work performed pursuant to this Agreement.
- 9.4** Architect represents and warrants that it has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall hold harmless and indemnify Owner for any breach of this Article. Architect makes no such representation or warranty with regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, prepared by design professionals other than Architect or Architect's subcontractors or consultants and provided to Architect by Owner. Owner recognizes that Architect does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of

manufacturers, etc.) and therefore cannot grant transitory rights to Owner, nor can Architect represent or warrant rights to license these types of intellectual property.

ARTICLE 10. INDEMNITY.

10.1 Architect shall hold harmless, assume the defense of, and indemnify Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.2 By way of written agreements, Architect shall require each and every one of its subcontractors and consultants engaged in work related to this Agreement to indemnify and defend Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the subcontractor or consultant in the performance of work related to this Agreement. Architect agrees that any failure to provide any such subcontractor or consultant agreement for indemnity and defense shall be deemed an act or omission arising out of, pertaining to, and relating to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.3 Owner shall hold harmless, assume the defense of, and indemnify Architect, its officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Agreement.

ARTICLE 11. ERRORS AND OMISSIONS.

Architect shall be liable for any damages and costs incurred by, and any claims against, Owner that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect. Additionally, Architect shall not be entitled to any fee for additional services or reimbursement of costs for work required due to Architect's negligence, recklessness, or willful misconduct, or that of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

ARTICLE 12. INSURANCE.

From the time this Agreement is entered into until the date of Owner's acceptance of the work, Architect shall maintain insurance in full force and effect, as set forth in this Agreement, at its sole cost and expense. All insurance shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of that certificate.

12.1 Workers' compensation insurance, as required by applicable laws, and employer's liability insurance with a limit not less than \$1,000,000.

12.2 Comprehensive general liability insurance for bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by Architect shall contain endorsements naming Owner and other interested parties who have insurable interests and are designated by Owner as additional insureds and shall include products' completed coverage and operations

coverage, as well as contractual liability coverage for liability assumed by Architect under this Agreement.

12.3 Professional liability insurance coverage of \$1,000,000.

12.4 Automobile liability insurance coverage of \$1,000,000.

12.5 In addition to other insurance requirements of this Agreement, Owner may require Architect to obtain a non-cancelable policy of project insurance for a duration of three years after completion of the Project. If Owner requires Architect to obtain project insurance, that insurance shall begin when construction begins, at which time Architect shall provide Owner with evidence of its existence. The cost of project insurance shall be borne by Owner.

ARTICLE 13. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to extra and special services on the Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between Owner and Architect on a generally recognized accounting basis. Those records shall be available to Owner or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.

ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS.

Architect shall cooperate and consult with Owner in use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to Owner's criteria to the extent the criteria do not interfere with project design or legal bid requirements.

ARTICLE 15. LIMITATION OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the Design Development Documents are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction by Owner at the site of the Project, or at any other site, will be covered by and the subject of a separate agreement for architectural services between Owner and the architect chosen by Owner.

ARTICLE 16. MEDIATION.

If the parties mutually agree, disputes arising from this Agreement may be submitted to mediation. The parties shall select a disinterested third-person mediator, mutually agreed to by the parties, within a reasonable period of time. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of the county in which Owner's administrative offices are located to appoint the mediator.

ARTICLE 17. COMPLIANCE WITH THE LAW.

Architect shall use reasonable professional judgment and care to comply with and meet applicable requirements of federal, state, regional, or local law, including but not limited to the

California Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

ARTICLE 18. INDEPENDENT CONTRACTOR.

For all purposes arising out of this Agreement, Architect is an independent contractor and neither Architect nor its subcontractors, consultants, or employees shall be deemed employees of Owner for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Owner's employees are entitled, including but not limited to overtime, vacation, insurance and retirement benefits, workers' compensation benefits, injury or sick leave, or other benefits.

ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided however that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without prior written consent of Owner's governing board or other governing body. Any attempted assignment without such consent shall be invalid.

ARTICLE 20. ASBESTOS CERTIFICATION.

Pursuant to 40 Code of Federal Regulations, Section 763.99(a)(7), Architect shall certify to its best information that no asbestos-containing material was specified as a building material in any construction document for the Project and will reasonably endeavor to compel contractors to provide Owner with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). This certification shall be part of the final project submittal. Architect shall include statements in specifications that materials containing asbestos are not to be included.

ARTICLE 21. RESERVED.

ARTICLE 22. NO RIGHTS IN THIRD PARTIES.

This Agreement shall not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

ARTICLE 23. MISCELLANEOUS.

The following terms and conditions shall be applied to this Agreement:

23.1 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the state of California.

23.2 Entire Agreement.

This Agreement, including any exhibits to which it refers, supersedes any and all other prior or contemporaneous oral or written agreements between the parties. Each party acknowledges that no representation, inducement, promise, or agreement has been made by any person

which is not incorporated herein and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing and signed by all parties to this Agreement.

23.3 Severability.

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

23.4 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specified in writing.

23.5 Supplemental Conditions.

Any supplemental conditions shall be attached to this Agreement and incorporated herein by reference. [SEE ATTACHED]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this day of, 20 .

ARCHITECT

OWNER

Name:

Name: Rosalina Rivera

By:

By:

Title:

Title: Superintendent

EXHIBIT A

**FEE ALLOCATION/PHASE
BILLING RATES**

FEES: Fees for services may be computed on the basis of a percentage of construction cost using OPSC or other standard fee schedules, or as a fixed fee or stipulated sum, or on an hourly basis, all as the parties may have agreed. Such fees shall be entered below.

Fees:

Should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods, the fees shall be adjusted as follows:

Fees:

Applicable hourly rates for services under this Agreement are:

1.

or

2. See attached rate sheet.

PROGRESS PAYMENTS: Where compensation is based on a percentage of construction cost or stipulated sum, progress payments for Architect's services in each phase shall not exceed the following percentages of the total compensation payable:

Schematic Design Phase:	Ten percent	(10%)
Design Development Phase:	Twenty percent	(20%)
Construction Documents Phase:	Forty-two percent	(42%)
Agency Plan Check Phase:	Three percent	(3%)
Bidding Phase:	Five percent	(5%)
Construction Phase:	Twenty percent	(20%)
Total Compensation:	One Hundred Percent	(100%)

**SERVICES MATRIX FOR CONSTRUCTION PROJECTS
UTILIZING MULTI-PRIME CONSTRUCTION MANAGEMENT
PROJECT DELIVERY METHOD**

LEGEND:
P = Primary Responsibility
S = Secondary Responsibility

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
Design Phase:				
Develop Master Project Schedule	S	S	P	
Prepare Detailed Construction Schedule			P	
Develop Master Project Budget	S	S	P	
Prepare Detailed Cost Estimate		S	P	
Develop Cost Management Procedures			P	
Conduct Cost Adjustment Sessions	S	S	P	
Review "Boiler Plate" Specifications	P	S	S	
Make Recommendations for Alternate Bids		P (Design)	P (Budget)	
Quality Evaluation of Design Documents		P	S	
Interdisciplinary Plan Coordination		P	S	
Constructability Review		S	P	
Value Engineering Review		S	P	
Develop Project Communications Plan		S	P	
Assignment of Contractor Responsibilities (Facilities, Safety, etc.)			P	
Determine Appropriate Project Phasing	S		P	
Determine Extent of Separate Prime Contracts			P	
Develop Contractor Bid Scope Packages			P	
Prepare Cash Flow Projections			P	
Process OPSC Documents	P	P		
Process DSA Documents		P		
Process CDE Documents	P	S		
Select & Retain Professional Construction Consultants (Testing)	P	S	S	
Prepare Agreements for Professional Services (Testing)	P			
Establish Temporary Facilities/Jobsite Logistics Plan	S		P	
Prepare Team Organizational Chart	P		S	
Bidding Phase:				
Develop Bidding Procedures		S	P	
Develop Bidders Interest			P	
Determine Appropriate Licensing Requirements	P		S	
Prepare/Place Bid Advertisements & Legal Notices	P	S	S	
Establish & Maintain Bid Document Control	P			
Write Bid Packages		S	P	
Prepare Bid Forms	S	S	P	

Distribute Bid Documents	P		S	
Conduct Pre-Bid Meetings		S	P	
Receive Bidders' Questions			P	
Answer Questions & Prepare Addenda		P	S	
Review Addenda		S	P	
Distribute Addenda	P			
Conduct Bid Opening	P	S	S	
Prepare Bid Summaries	P		S	
Perform Bid Evaluations (Legal)	P		S	
Perform Bid Evaluations (Costs)	S		P	
Verify That All Project Components are Covered			P	
Recommend Award of Contracts	P	S	P	
Draft & Issue Contracts	P		S	
Issue Contract Documents to Contractors	P			
Coordinate Receipt of Contracts, Bonds & Insurance	P			
Obtain Contract Signatures	P			
Issue Notices to Proceed	P			
Prepare Cost to Estimate Comparison			P	
Coordinate Rebidding Activities (If Required)	S		P	
Rebid:				
	Owner	Architect	CM	Inspector
Coordinate Rebidding Activities (If Required)	S		P	
Propose Bid Changes	S	S	P	
Revise Contract Documents for Rebidding		P	P	
Construction Phase:				
	Owner	Architect	CM	Inspector
Conduct Preconstruction Meeting	S	S	P	
Coordinate Installation of Temporary Facilities	S		P	
Coordinate/Supervise Prime Contractor's Activities			P	
Obtain OPSC Approvals	P	S		
Obtain DSA Approvals	S	P		
Obtain CDE Approvals	P	P		
Obtain Off-Site Permits/Approval (Consultants)		P	P	
Apply/Pay for Utility Connections	S		P	
Coordinate Utility Work with Contractor's Work			P	
Coordinate Construction Inspections (DSA)		P	S	S
Coordinate Construction Inspections (Health)			P	S
Coordinate Construction Inspections (SFM)		S	P	S
Coordinate Professional Consultant's Activities (Testing, Survey)			P	S
Prepare Agreements for Professional Services (Surveyor, etc.)			P	
Prepare Agreements for Professional Services (Testing, Inspector)	P			
Apply for Utility Connections	P		S	
Coordinate Utilities with Other Trades			P	
Utility Fees	P		S	
Implement, Update & Distribute Construction Schedules			P	
Monitor Implementation of Contractor's Safety Programs			P	

Receive & Process Contractor's Submittals/Shop Drawings	S	S	P	
Review & Approve Contractor's Submittals/Shop Drawings	S	P	S	
Prepare Keying Schedule	P	S		
Process Keying Schedule			P	
Evaluate Substitution Requests	S	P	S	
Approve Substitution Requests	S	P	S	
Receive & Process RFI's	S	S	P	
Review & Answer RFI's		P	S	
Review & Approve Contractor's Schedule of Values	S	S	P	
Prepare Master Project Schedule of Values	S		P	
Maintain Contractor Payment Records/Releases/Stop Notices	P		S	
Receive, Review & Process Progress Payment Requests			P	S
Approve Progress Payment Requests	P	S	S	S
Receive & Maintain Certified Payroll Records			P	
Maintain Logs & On-Site Document Files	S		P	
Conduct Weekly Job Progress Meetings with Contractors			P	S
Conduct Regular Project Team Meetings	S	S	P	S
Prepare & Distribute Meeting Minutes		S	P	
Coordinate Communications Between Project Team Members		S	P	
Resolve Technical Construction Issues		S	P	S
Observe Compliance with Approved Plans & Specifications		S	S	P
Enforce Compliance with Approved Plans & Specifications	S	P	S	S
Observe Quality of Construction Installations	S	S	P	S
Report & Log Construction Defects or Deficiencies	S		S	P
Review Contractor Recommendations for Corrective Action	S	S	S	P
Observe Deficiency Corrections	S	S	S	P
Verify Progressive Completion of As-Built Drawings	S	S	S	P
Receive, Review & Process Change Requests	S	S	P	
Evaluate Requests for Cost & Time Extensions	S	S	P	
Negotiate Cost & Time Extensions	P	S	P	
Prepare Price Requests		P	S	
Prepare & Process Change Orders		S	P	
Maintain Change Order Reports		S	P	
Obtain DSA Approval on Change Orders	S	P		
Prepare/Maintain Cost Variance Reports			P	
Prepare Daily Construction Progress Reports			P	S
Take Progress Photographs	P		P	S
Provide Initial Evaluation of Claims/Recommend Action		S	P	
Prepare Monthly Project Schedule/Costs Reports			P	
Monitor Submission of Contractors Quarterly/Final Verified Reports		P	S	S
Receive & Process Contractor's Closeout Submittals			P	
Review & Approve Contractor's Closeout Submittals	S	P	S	
Coordinate Delivery of Extra Materials & Keys	S		P	
Observe Initial Start-Up & Testing of Equipment	S	S	P	S
Coordinate Training Sessions for Owner's Staff	S		P	
Monitor Delivery of Contractor's Final As-Built Drawings			P	

Prepare & Approve Final As-Built Drawings		P	S	
Prepare Initial Punch Lists With Contractors			P	S
Prepare Final Contractor's Punch Lists	S	P	S	
Verify Completion of Contractor's Punch Lists	P		P	S
Obtain Final Agency Approvals (SFM, Health, DSA, Local)		S	S	P
Complete DSA Closeout Documents		P	S	S
Complete OPSC Closeout Documents	P	S	S	
Prepare Notices of Completion	S		P	
Record Notices of Completion	P			
Process Stop Notices	P		S	
Coordinate Removal of Stop Notices	S		P	
Receive Contractor's Final Billings & Releases			P	
Advise on Final Contractor Withholdings & Payments	P	S	P	
Prepare Final Completion & Project Report			P	
6-Month Warranty Walkthrough	S	S	P	
11-Month/End of 1 Year Warranty Walkthrough	S	S	P	