

REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES

Request for qualification date has been extended to May 31, 2023, if you have any question please email or call Ed Overholt.

eoverholt@southforkschool.org

760-378-4000 Ext. 256

**REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES
FOR
TK/KINDERGARTEN RM 1. & 3. RENOVATION
NEW CONSTRUCTION, MODERNIZATION,
CAPITAL IMPROVEMENTS OR MISCELLANEOUS
PROJECTS**

Located at 6401 Fay Ranch Rd

Weldon, CA 93283

Issue Date: Friday April 14, 2023

Non-Mandatory Site Walk: Wednesday, May 03, 2023 2:30 pm

Response Due Date/Time: Monday, May 22, 2023, 4:00pm

Responses to be received:

South Fork Union School District

5225 Kelso Valley Rd

Weldon, CA 93283

Contact: Edward Overholt, MOT

5225 Kelso Valley Rd

Weldon, CA 93283

Office: 760-378-4000

Fax: 760-378-3046

Email Address: eoverholt@southforkschool.org

I. GENERAL

The Kern County Superintendent of Schools (hereinafter "Owner") is issuing this Request for Qualifications ("RFQ") and seeking proposals from firms interested in providing architectural services for the following project:

PROJECT DESCRIPTION:

RENOVATION TK/KINDERGARTEN CLASSROOM 1 & 3

South Fork Elementary

6401 Fay Ranch Rd

Weldon CA, 93283

At the time of downloading/requesting this RFQ, potential respondents shall provide Owner with their company name, email, business street address and mailing address, if different from the street address, phone and fax. Any communication directed to either the email or address given and deposited with the U.S. Postal Service using Certified Mail shall constitute a legal service upon the respondent.

Through this Request for Qualifications, Owner will assess the qualifications and ability of the firms submitting proposals to meet Owner's needs for the Project(s), as well as the cost for services. The firms must have extensive experience with, as appropriate and without limitation, the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), the Department of Toxic Substances Control ("DTSC"), the Uniform Building Code ("UBC"), and Title 24 of the California Code of Regulations, if applicable. Firms wishing to submit a Statement of Qualifications must be appropriately licensed in California and, at a minimum, insured in the amounts called for in the attached Agreement for Services.

No Respondent or subcontractor required to be registered with DIR may be awarded a contract for public work on a public works project unless registered with the DIR. DIR's web registration portal is: www.dir.ca.gov/dlse/dlsePublicWorks.html. Respondents and all subcontractors, if required to be registered with the DIR must furnish electronic certified payroll records ("eCPR") to the Labor Commissioner [specify weekly, bi-weekly or monthly] in PDF format. Registration at <https://apps.dir.ca.gov/eCPR/DAS/altlogin> is required to use the eCPR system.

Owner has a Disabled Veteran's Business Enterprise ("DVBE") participation goal of 3% per year of the overall dollar amount of state bond funds allocated to the Owner pursuant to the Leroy F. Greene School Facilities Act of 1998, as stated in Education Code Section 17076.11. As a condition precedent to final payment for the performance of any contract awarded to Respondent by Owner on a project that is funded in whole, or in part, by state bond funds, Owner will require Respondent to provide to Owner: (1) written documentation identifying any amounts paid by Respondent to certified DVBE subcontractors and suppliers and (2) a copy of any DVBE Certification Letter issued by the OPSC for each DVBE that participated in the performance of any contract awarded.

II. PROJECT INFORMATION

A. Owner's project(s) (hereinafter "Project") consists of:

At this time, the South Fork Union Elementary School District is seeking a Design Professional to assist the County in the planning, design and renovation of an existing building for the purpose of developing a TK/KINDERGARTEN Renovation Project, Modernization project @ SF Elementary, Fay Ranch Rd, Shade Structure, Kelso Valley Rd. Scope of work will require the expertise of a TK/Kindergarten school design, modernization and shade structure design, consultant and should be included in the **Design Professional's FIXED proposed fee.**

B. The Project will be designed and constructed according to all applicable Codes, including without limitation the "California Building Code," California Code of Regulations, Title 24, and plans and specifications approved by the DSA or local building officials, if applicable. This project will be overseen by local jurisdiction.

C. Project General Information.

Project Background: Consists of three separate projects.

1. Modernization Project @ South Fork Elementary 6401 Fay Ranch Rd Weldon Ca
2. TK/Kindergarten classrooms 1 & 3 at South Fork Elementary School. 6401 Fay Ranch Rd
3. New Shade Structure @ 5225 Kelso Valley Rd, and other new construction, modernization, capital improvements or miscellaneous projects.

4. Description:

The new TK room 1 UPK room 3 will be for housing students. The work to be performed consists of necessary but not limited to demolition, asbestos remediation, site improvements, framing, roofing, mechanical, electrical, plumbing and playground changes and additions. Project will include Rm.1 1240 square feet and Rm 3 2356 square feet to provide adequately defined TK/Kindergarten UPK classroom.

5. 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 Leroy F. Greene School Facilities Program and OPSC, if applicable. The anticipated budget for the Project(s) has not been defined; however, the budget must not exceed funding limitations based on the TK/K/Modernization funding provided by OPSC approval agreement.

The architect will be required to assist the District Superintendent present the project budget before the board of trustees of South Fork Union Elementary School District.

ii. All and all Special Consultants costs are required to be included in the architect's fixed fee. (exp. Younger children education consultant)

6. Project Timing.

- a. The requested design work is to be completed and plan checked, bid, and construction completed by TBD. Other timing estimates are as follows:

<u>*SERVICE*</u> <u>*START DATE*</u>

Preconstruction Services TBD

Bid Period TBD
First Notice to Proceed TBD
Construction Time TBD

Estimated Completion TBD

b. 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.

PLEASE NOTE: If funding is not available the Project will be placed on hold until funding becomes available.

III. SCOPE OF SERVICES

A. The architectural services firm (hereinafter "Architect") shall provide required architectural services for the Project 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 the Lease Leaseback, CM @ Risk 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 closeout 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 Owner-preferred items, including but not limited

to paint, hardware, plumbing, 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 draft CONTRACT FOR ARCHITECTURAL SERVICES attached to this RFQ as Exhibit "A", and any attachments thereto. The firm selected will be required to execute this form of contract.

IV. Content of Statement of Qualifications

- **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the respondent(s), the type of firm (i.e., individual, partnership, corporation or other), address, telephone and fax numbers, the name, title, email address and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of your firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work of the Owner.

- **Table of Contents** - A table of contents of the material contained in the Statement of Qualifications should follow the letter of interest.

- **Executive Summary** - The executive summary should contain an outline of your approach to public works, along with a brief summary of your firm's qualifications.

- **Narrative / Firm Information** - Provide a comprehensive narrative of the construction related services offered by your firm. The narrative should include the following:

- Provide a brief history of your firm, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials/principals of company(ies). Describe number of years in business (for all private entities and for public entities and public schools) and types of business conducted.

Disclose any entities that the senior officials/ principals of your firm may have performed services for in the past.

- Describe your philosophy and how you work with Owner program managers, construction managers, architects, Owner administration officials, including assistant superintendents, facilities directors, teachers and site principals, to develop construction-related design responses to unique challenges of educational program requirements.

- Discuss the firm's/team's ability to meet strict schedules for comparable projects, your schedule management procedures, and how the firm will successfully handle potential delays.

- Indicate whether your firm or any of its senior officials/ principals, during the last five (5) years, has done any of the following: (i) defaulted so as to cause a loss to an insurance carrier (ii) failed to timely complete a project, (iii) been involved in litigation,

settlements) relating to a public construction project, (iv) failed to complete a project, (v) been assessed back-charges on any public works construction project, (vi) filed a claim for additional compensation, or (vii) failed to qualify or been deemed unqualified or non-responsible on any public works construction project.

- Identify K-12 and/or community college projects performed by your firm in the past **three (3) years**. Limit your response to **no more than the ten (10) most recent** projects. Please include the following information for each project:

- Name of project and district,
- Scope of projects, description of services provided
- Contact person and telephone number at district,
- Firm person in charge of each project,
- All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome.

- Include resumes of key personnel who would be assigned to each Project. Provide an organizational chart reflecting your proposed project team for the project, including all persons on your project team. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate who would serve as primary contact(s) for the Owner. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members and information on recent and successful associations with designated sub-consultants.

- **Additional Data** - Provide additional information about the firm as it may relate to your Statement of Qualifications. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Owner in understanding your qualifications and expertise. Please include graphics that will assist the Owner in evaluating the quality of your firm's construction-related services, and the ability of the firm to produce accurate reports.

- **Professional Fees** - Provide a current fee schedule for the types of service(s) that you offer. If referencing basic services costs, include typical staffing expectations and variations that the Owner could expect for specific types of projects, if applicable.

- **Insurance** - Indicate the names of all errors and omissions insurance companies utilized by you in the last ten (10) years.

- **Agreement Form** - If a firm has any comments or objections to the Contract for Architectural Services attached as Exhibit "A" to this RFQ ("Agreement"), it shall provide those comments or objections in its Statement(s) of Qualifications. **PLEASE NOTE:** Owner will not consider any substantive changes to the form of Agreement if

they are not submitted at or before this time.

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 respondent has investigated and satisfied himself/herself/itself as to the conditions to be encountered, the character, quality, and scope of work to be performed, and 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 respondent.

F. Respondents shall furnish Owner's administrative office with their email and business street address. Any communications directed either to the 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 respondent.

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 respondent shall sign and date the addenda cover sheet and submit it with its 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 respondent designates trade secrets or other proprietary material to be confidential. Any documentation which the respondent 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. Respondents 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. Respondents are advised that Owner does not wish to receive material designated as trade secrets and requests that respondents not supply trade secrets unless absolutely necessary. The respondent's qualification package, and any other supporting materials submitted to Owner in response to the 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 **3** physical copies of the requested information in a sealed container:

ALL STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED:

ON OR BEFORE Monday, May 22, 2023, No later than 2:00pm

All questions must be submitted in writing.

Contact: Edward Overholt - MOT

Address: 6401 Fay Ranch Rd

Weldon, CA 93283

Office: 760-378-4000 Ext. 256

Fax: 760-378-3046

Email Address: eoverholt@southforkschool.org

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. Owner intends to select the firm(s) that best meets the Owner's needs to perform the services as described in this RFQ and the attached Contract for Architectural Services (Exhibit "A"). From the firms who provide a Statement of Qualifications to the Owner, Owner may, at its discretion, interview some or all of those firms. One or more firms may be selected and recommended to the Board of Trustees of the Owner for approval and inclusion in the Owner's pool of qualified construction-related services firms for a five (5) year period.

Owner will evaluate qualifications based on the scoring criteria outlined in this section. Respondents who are not actively engaged in providing similar services or who cannot clearly demonstrate their ability to meet Owner's objectives and the RFQ minimum requirements will not be considered. Owner shall be the sole judge of the qualifications and services to be offered, and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award:

RFQ Scoring Criteria	Maximum Points
Background – qualifications, experience, resources, financial solvency	10 pts
Project Team & Management Structure - amount of work self-performed, strength of proposed team, trainers, and management structure	20 pts
Project History & References - relevant past project experience	30 pts

Project Approach – approach to completing project, program development, project management, training, etc.

Funding Sources – funding experience & unique funding sources

**Professional Fees/ Pricing
Proposal**

10 pts 15 pts

15 pts

At Owner's election, a short-list of the top firms may be generated and Owner may invite the short-listed respondents to make oral presentations to the evaluation committee before making a final selection. If a respondent is selected by Owner after review of the proposals and any oral presentations, the firm deemed to best meet the needs of Owner will be contacted or Owner will reject all proposals.

Upon final selection, the form Contract for Architectural Services attached to this RFQ as Exhibit "A" 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. In instances where more than a single project is identified, Owner's selection of a firm does not mandate Owner's 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 Board of Trustees or other governing body prior to selection and award of a contract for this work.

B. Proposing firms shall have read and be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. No member of Owner's Board of Trustees or other 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, or requests to review plans and specifications for the Project, should be submitted to:

Email Address: eoverholt@southforkschool.org

EXHIBIT "A"

CONTRACT FOR ARCHITECTURAL SERVICES

THIS CONTRACT FOR ARCHITECTURAL SERVICES ("Agreement") is entered into this _____ ("Effective Date"), between the SOUTH FORK

hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows:

At this time, the Kern County Superintendent of Schools is seeking a Design Professional to assist the County in the planning, modernization, shade structure design and renovation of an existing buildings for the purpose of renovating a TK/Kindergarten class, modernization of 6401 Fay Ranch Rd and construction of Shade Structure. Scope of work will require the expertise of a renovation and should be included in the Design Professional's proposed fee.

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, construction manager, 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 _____, 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 Lease Leaseback, Construction Management @ Risk, Multi-Prime Construction Management project delivery method. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management 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 other than the Multi Prime Construction Management project delivery method 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 Edward Overholt. Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's Board of Trustees 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, **special consultants** including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning, designing 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.

2.1.4 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

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 five (5) complete sets 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 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 Board of Trustees 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 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 or the relevant local jurisdiction 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 applicable requirements of federal, state, regional, and local law, as applicable, DSA requirements (structural safety, fire/life safety, and access compliance sections) if applicable, and requirements of the State Department of Education, which are required to approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval in accordance with this Agreement.

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. Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of site conditions. 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 not be shown on the as-built drawings. Owner does not represent that record drawings ("as-built drawings") exist.

The final working drawings and specifications must be in such form that will enable Architect and Owner to secure the required permits and approvals from DSA, if applicable, or from appropriate federal, state, regional, or local regulatory bodies, utility agencies 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 Board of Trustees or other governing body, subject to DSA or other appropriate federal, state, regional, or local regulatory bodies, utility agencies 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 these 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. If a construction manager is hired, the Architect and the construction manager will determine constructability review as a team. Architect warrants that the plans are sufficiently detailed and accurate to enable a competent contractor or contractors 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 Construction Manager selected by Owner.

2.1.7.4 Architect shall provide five (5) full sets 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 if applicable. Any additional copies required shall be provided at cost to Owner.

2.1.7.5 Architect shall provide three (3) color schedule displays 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.

2.1.7.6 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 (If applicable).

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,

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 detailed 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.). Any 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 of District approved final construction budget, Owner may request that Architect (and construction manager, if hired) 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 with the construction manager, if applicable in the preparation of record drawings by Inspector and/or Contractor(s) 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. 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.

2.1.11.5 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 (if applicable) and/or other governing agencies 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 Board of Trustees 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.

2.1.11.15 Examine, verify, and approve, in coordination with the construction manager, if applicable all contractor applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's and construction manager'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 or construction manager, if applicable, including minor items ("punch-list items"). Architect shall notify contractor/construction manager 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 or construction manager, if applicable, and assemble for 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

2.1.11.22 Record Set of Final Working Drawings.

2.1.11.22.1 On projects utilizing a Construction Manager, not later than one hundred-twenty (120) days after Architect's receipt of marked-up working drawings from the Construction Manager, 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 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.

2.1.11.22.2 On projects not utilizing a Construction Manager, not later than thirty (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 (2) 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

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.

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 sixty (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, for Projects under DSA jurisdiction or, as otherwise desired by Owner, appoint and pay an Inspector of Record. 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 and/or construction manager, if applicable, in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect and/or construction manager, if applicable 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 **fixed fee**

amount specified in Exhibit "A" 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 Board of Trustees 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. **5.4** For any work performed by Architect on Owner's projects funded in whole or in part by state bond funds, as a condition precedent to final payment under this Agreement, Architect shall provide Owner with: (1) written documentation identifying any amounts paid by Architect to certified DVBE subcontractors and suppliers; and (2) a copy of any DVBE Certification Letter issued by the Office of Public School Construction for each DVBE that participated in the performance of any contract awarded.

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 ninety (90) consecutive calendar days after the effective date of the suspension.

8.3 Where more than ninety (90) days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner ten (10) days' advance 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

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 Board of Trustees or other governing body, each member of the Board of Trustees 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 Board of Trustees or other governing body, each member of the Board of Trustees 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 thirty (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 Board of Trustees 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. DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION.

21.1 Owner has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by Owner.

21.2 Architect must complete DVBE compliance within 30 days of signing the Agreement or this Agreement shall be deemed canceled.

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:

By:

Title:

EXHIBIT A to Contract for Architectural Services

FEE ALLOCATION/PHASE BILLING RATES

FEES: Fees for services may be computed on the basis of a **fixed fee** of construction cost using OPSC's New Construction, Reconstruction/Modernization or factory built portable/modular 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 project delivery method, 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: Three percent (3%) Construction Phase:
Twenty percent (20%) Closeout: Two percent (2%) Total
Compensation: One Hundred Percent (100%)

**EXHIBIT B to Contract for Architectural Service
SERVICES MATRIX FOR CONSTRUCTION PROJECT**

**UTILIZING MULTI-PRIME CONSTRUCTION MANAGEMENT
PROJECT DELIVERY METHOD**

LEGEND:

**P = Primary
Responsibility**

**S = Secondary
Responsibility**

TASK RESPONSIBILITY PARTY

Design Phase: Owner Architect

			CM I
	Sessions S Review "Boiler		
Develop Master Project	Plate" Specifications P	P	(Design)
Schedule S Prepare	Make Recommendations	P	
Detailed Construction	for Alternate Bids	P	
Schedule	S	P	
Develop Master Project		P	
Budget S Prepare Detailed	S	P	
Cost Estimate	S	P	
Develop Cost	S	S	
Management Procedures	S	P	
Conduct Cost Adjustment		(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

P

(Facilities, Safety, etc.)

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) Prepare Agreements for Professional
Services (Testing)
P S S P

Establish Temporary Facilities/Jobsite Logistics Plan S P Prepare Team

Organizational Chart P S

Architect CM
S P

Bidding Phase: Owner Inspector

Develop Bidding Procedures

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	
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Distribute Bid Documents P Conduct Pre-Bid Meetings S 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

Architect	CM
	P
S	P
P	P

Rebid: Owner Inspector

Coordinate Rebidding Activities (If Required) S

Propose Bid Changes S

Revise Contract Documents for Rebidding

Architect	CM
S	P
	P
	P

Construction Phase: Owner Inspector

Conduct Preconstruction Meeting S

Coordinate Installation of Temporary Facilities S

Coordinate/Supervise Prime Contractor's Activities

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)

Professional Services
(Surveyor, etc.)

Prepare Agreements for

Prepare Agreements for
Professional
Services P P S P

(Testing, Inspector)			
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	S	P	
Receive & Process Contractor's Submittals/Shop Drawings	P	P	
Review & Approve Contractor's Submittals/Shop Drawings	S	S	
Prepare Keying Schedule P			

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 Receive, Review & Process Progress Payment Requests

P S

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 Contractors
Progress Meetings with 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
Specifications

Observe Compliance with Approved Plans &
Approved Plans & S S P
Specifications

Enforce Compliance with S P S S

Observe Quality of Construction Installations S S P S Report & Log Construction Defects
or Deficiencies S S P

Review Contractor Corrective Action
Recommendations for 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	
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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	P	S
Review & Approve Contractor's Closeout Submittals S		S	
Coordinate Delivery of Extra Materials & Keys S	S	P	
Observe Initial Start-Up & Testing of Equipment S		P	
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 &

Release 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

X TK/K currently housed in Room 4 - Not Title V Compliant

