

**AGENDA
SPECIAL MEETING OF THE
GOVERNING BOARD OF THE
SOLEDAD UNIFIED SCHOOL DISTRICT
CURRICULUM & INSTRUCTION BUILDING
1261 METZ RD., SOLEDAD, CA 93960
WEDNESDAY, JANUARY 28, 2015**

<p>The Agenda, meeting notice and agenda packet are available upon request in a format appropriate for a person with a disability. To receive these documents in an alternative format, please contact the Superintendent's Office by calling (831) 678-3987 X 123.</p>

I. OPENING BUSINESS – 5:00 PM

- A. Call Public Session to Order
- B. Roll Call
 - Mrs. Marie Berlanga, President
 - Mrs. Gloria Ledesma, Vice-President
 - Mrs. Jodi Massa, Clerk
 - Mr. Fabian M. Barrera, Trustee
 - Mr. Jaime Fernandez, Trustee
 - Dr. Rupi Boyd, Secretary to the Board
- C. Approval of Closed Session Agenda
- D. Allow for Public Comment on Closed Session Topics
- E. Immediately Adjourn to Closed Session

II. CLOSED SESSION

- A. Personnel
 - 1) Assignments/Reassignments/Leaves/Resignations/Terminations
 - 2) Pending Litigation

III. RECONVENE TO OPEN SESSION - 5:15 P.M.

- A. Pledge of Allegiance
- B. Report of action taken in closed session
- C. Approval of Board Agenda

MOTION TO APPROVE AGENDA BY:_____ **SECONDED BY:_____**
AYES:_____ **NAYS:_____** **ABSENT:_____**

IV. **COMMUNICATIONS**

Members of the public are welcome to participate in the meetings of the Board. When the Board President recognizes a member of the public for oral comment, such comment shall be three (3) minutes or less, at the discretion of the Board President. Comments of the public will be accepted during the Oral and Written Communications component of the agenda only. No action will be taken by the Board on matters not on the agenda, unless Government Code Section 54954 is evoked by the Trustees. This meeting of the Trustees shall be recorded on a digital recorder.

- A. Oral Communications
1. Audience

V. **CONSENT CALENDAR**

Items listed under the Consent Calendar are considered routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items prior to the Board vote, unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Calendar. Such comments will be limited to three minutes. It is understood that the administration recommends approval of all of the Consent Calendar. Each item on the Consent Calendar approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Routine business transactions, annual renewal of programs, bid agreements, notices of public hearings and proclamations.
1. Approval of an Agreement in substantially the form presented with LPA Integrated Design Services for architectural services for a middle school – (Pages 1-70)

MOTION TO APPROVE CONSENT CALENDAR BY: _____ **SECONDED BY:** _____ **AYES:** _____ **NAYS:** _____ **ABSENT:** _____

VI. **RESOLUTIONS**

- A. No. 1-02-15 – Local Reserves Cap – (Pages 71-72)

MOTION TO ADOPT NO. 1-02-15 BY: _____ **SECONDED BY:** _____ **AYES:** _____ **NAYS:** _____ **ABSENT:** _____

VII. **NEW ITEMS OF BUSINESS**

VIII. **ADJOURNMENT**

SOLEDAD UNIFIED SCHOOL DISTRICT

DATE: January 28, 2015

TYPE OF AGENDA ITEM: ACTION

TO: Board of Trustees

FROM: Fernando Nieto, Facilities / Project Manager

DIVISION: Facilities

SUBJECT: Approval of Architect Agreement

ADMINISTRATIVE SUMMARY:

District staff are negotiating an Agreement for Architectural Services ("Agreement") by and between the Soledad Unified School District and LPA, Inc. for the design of Main Street Middle School.

The Agreement is presented to the Board of Education ("Board") for approval in substantially the form as attached. By approving the Agreement, the Board will state its intent to enter into the Agreement with LPA, Inc., while permitting District staff to finalize negotiations with the Architect by making minor changes to the Agreement.

RECOMMENDATION:

Staff recommends approval of the Agreement in substantially the form as presented to the Board.

FINANCIAL IMPACT:

The Architect Fee in the Agreement is \$2,266,356.

AGREEMENT FOR ARCHITECTURAL SERVICES

SOLEDAD UNIFIED DISTRICT

WITH

LPA, INC.

FOR

MAIN STREET MIDDLE SCHOOL

_____, 2015

TABLE OF CONTENTS

Article 1	Definitions	1
Article 2	Scope, Responsibilities and Services of Architect	3
Article 3.	Architect Staff	7
Article 4	Schedule of Services	8
Article 5	Construction Cost Budget	9
Article 6	Fee and Method of Payment	11
Article 7	Payment for Extra Services or Changes	12
Article 8	Ownership of Data	12
Article 9	Termination of Contract	13
Article 10	Indemnity / Architect Liability	15
Article 11	Fingerprinting	16
Article 12	Responsibilities of the District	16
Article 13	Liability of District	17
Article 14	Nondiscrimination	17
Article 15	Insurance	17
Article 16	Covenant against Contingent Fees	18
Article 17	Entire Agreement/Modification	18
Article 18	Non-Assignment of Agreement	18
Article 19	Law, Venue	18
Article 20	Alternative Dispute Resolution	18
Article 21	Attorneys' Fees	19
Article 22	Severability	19
Article 23	Employment Status	19
Article 24	Certificate of Architect	20
Article 25	Cost Disclosure - Documents and Written Reports	21
Article 26	Notice & Communications	21
Article 28	District's Right to Audit	21
Article 29	Other Provisions	22
Article 30	Exhibits "A" through "E"	23

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of _____, 201_, between the Soledad Unified District, a California public school district, ("District") and LPA, Inc. ("Architect") (collectively "Parties"), for the following project ("Project"):

MAIN STREET MIDDLE SCHOOL - NEW CONSTRUCTION PROJECT - 441 Main Street, Soledad, CA 93960

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management. The Construction Cost Budget does include the Contractor's general conditions, overhead, profit and other related fees.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Soledad Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: The Main Street Middle School - New Construction Project.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Contractor and reviewed by Architect that incorporates all changes from all As-Builts, sketches, details, and

clarifications. Architect can provide record drawings documentation as an Extra Service, if requested by the District.

- 1.1.18. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify**: To verify to the fullest extent possible by physical on-site review and reasonable observation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing California public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. Architect shall use due professional care to observe and comply with all Board rules and regulations; all applicable federal, state, and local laws; and all applicable ordinances and regulations. Architect shall give all notices required by any law, ordinance, rule and/or regulation bearing on conduct of the Work as indicated or specified. If Architect observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Architect shall notify the District in writing and, through mutual negotiation and agreement between the Architect and District, , any necessary changes to the scope of the services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement may be terminated effective upon Architect's receipt of a written termination notice from the District.

- 2.4. The District intends to award the Project to Contractor(s) pursuant to a lease-leaseback construction delivery process. District reserves its right to use alternative delivery methods and the Architect's scope of work and fee may be adjusted accordingly. The Architect shall collaborate with the District-selected Contractor on the constructability and design features of the Project.
- 2.5. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.5.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
 - 2.5.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
 - 2.5.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - 2.5.2.2. Construction sites where:
 - 2.5.2.2.1. one (1) or more acres of soil will be disturbed, or
 - 2.5.2.2.2. the Project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
 - 2.5.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.6. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers,

licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

- 2.7. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.8. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.8.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:
 - 2.8.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.8.2.2. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.8.2.3. Form DSA PR 13-01, Construction Oversight Process Procedure.

2.8.1.3.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.

2.8.2.4. Form DSA PR 13-02, Project Certification Process.

- 2.9. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site work related to the Project including review by regulatory agencies having jurisdiction over the Project. Off-site scope, if any, can be provided by the Architect as an Extra Service.
- 2.10. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.11. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.12. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain architectural coordination and architectural management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all architectural coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform the design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity, so long as the review comments are received in a timely manner within a minimum of thirty (30) days prior to DSA

back check and do not conflict with prior District direction and/or approvals

- 2.13. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website. Project images for these purposes shall be made available from presentations and documents required and previously prepared as part of Architect's Basic Services. Other CADD images and or renderings can be provided as an Extra Service when requested by the District.
- 2.14. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.14.1. Ground contamination or hazardous material analysis.
 - 2.14.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.14.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate typical on-site mitigation measures adopted by the District into the Project design at no additional cost to the District. Unusual requirements and/or off-site issues, if any, can be provided by the Architect as an Extra Service.
 - 2.14.4. Historical significance report.
 - 2.14.5. Soils investigation.
 - 2.14.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

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

Principal In Charge: Jon Mills_____

Project Director: Katia McClain_____

Project Architect(s): TBD_____

Project Architect(s): TBD_____

Other: TBD_____

Major Consultants:

Electrical: James Montross, LPA_____

Mechanical: Erik Ring, LPA_____

Structural: Bryan Seamer, LPA_____

Civil: Kathereen Shinkai, LPA_____

Other: Arash Izadi, LPA Landscape_____

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement

is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to review Contractor prepared construction cost estimates at the conclusion of each milestone phase. The Contractor shall provide detailed cost estimates with areas, quantities and unit costs clearly identified for all scope indicated in the Architect's drawings provided for Contractors use. Lump sum line item estimates by the Contractor do not provide adequate information for Architect review. It is understood that the Architect's drawings are incomplete prior to DSA approval, and changes in the documents are to be anticipated throughout each phase of the Project prior to DSA approval, and such changes may result in increases or decreases in the construction cost of components of the Project. In recognition of the incomplete and developing nature of the Architect's drawings during each phase of the Project, the Contractor shall include adequate contingency in their construction cost estimates to ensure the construction cost estimates represent the full estimated cost necessary to construct the entire Project in compliance with the established design intent. Architect shall provide written comments to the District upon completing review of each construction cost estimate. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect. Construction cost estimate review comments provided by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the District have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project budget or from any estimate of construction cost or evaluation prepared by others.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. If at any time the Contractor's construction cost estimate for the work exceeds the District's Construction Cost Budget for the work, the Architect shall make recommendations to the District, in cooperation with the

Contractor, to adjust the Project's size, quality and/or budget for the cost of the work, and the District shall consider such adjustments as may be necessary. Given the accelerated pace of this Project as requested by the District, the parties understand that the Architect will need to proceed with design and documentation of subsequent Project phases prior to the completion of individual Project phase construction cost estimates by the Contractor. As the Project schedule does not provide adequate time for extensive value engineering exercises, the Parties agree that the Construction Cost Budget shall be established at a value less than the District's maximum construction cost budget. The Construction Cost Budget goal shall be determined as agreed among the District, Architect, and Contractor. Should a construction cost estimate prepared by the Contractor exceed the District's Construction Cost Budget by more than ten percent (10%), including design contingencies appropriate to the Project phase, (but not as a result of costs associated with prior District approved changes, Contractor scope/cost gaps realized from any prior estimates, and other unforeseen costs that could not have been reasonably anticipated by the Architect) then the Architect shall provide redesign of component parts of the Project to reduce the construction cost estimate to align with the District's Construction Cost Budget, at no additional cost to the District. Any required redesign efforts may necessitate additional time to the Project schedule, as determined by the Architect. Any other redesign efforts required of the Architect to reduce costs, shall be provided as an Extra Service.

- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time). Re-bidding the Project without implementing cost reduction measures pursuant to Section 5.3.4 can be provided by the Architect as an Extra Service.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

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

An amount equal to Two Million Two Hundred and Sixty Six Thousand Three Hundred Fifty Six Dollars (\$2,266,356) based on the rates set forth in **Exhibit "D"**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD, Revit). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than

Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute, except as limited herein. Reproduction and delivery (messenger, mail, overnight) costs associated with this requirement shall be reimbursed to the Architect by District:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format (or other standard format) of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats (or other standard formats) of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed and reimbursable Project expenses incurred until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, and in accordance with California Civil Code section 2782.8, Architect agrees to defend, indemnify, and hold harmless District, its officers, employees, and/or volunteers ("Indemnified Parties") from any and all claims, demands, losses, damages and expenses, including reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of the negligence, recklessness, or willful misconduct of the Architect or those of any of its officers, agents, employees, or subconsultants of Architect. Architect shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons, to the extent the same arises from the Architect's actual negligence, recklessness, or willful misconduct. District assumes no responsibility whatsoever for any property placed on District premises by Architect, Consultant, Architect's agents, employees or subconsultants. Architect further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused by the negligence or willful misconduct of the District or any of its officers, agents, employees, and/or volunteers, or other third parties for which the Architect is not legally liable
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties pursuant to Article 10.1, to the extent the same was caused by the Architect's actual negligence, recklessness, or willful misconduct. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to reasonable legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), to the extent the same was caused by the Architect's actual negligence, recklessness, or willful misconduct, and to enforce the indemnity herein. Architect's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties, in its reasonable discretion.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

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

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution, if agreed in writing by all Parties. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the

employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect's applicable employees are properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public

works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

SOLEDAD UNIFIED SCHOOL
DISTRICT
1261 Metz Road
Soledad, CA 93960
Attn: Fernando Nieto, Facilities /
Project Manager
Fax: (831) 678-2465
Phone: (831) 678-2180
Email: fnieto@soledad.k12.ca.us

Architect:

LPA, INC.
60 South Market Street, Suite 150
San Jose, CA 95113
Attn: Robert O. Kupper, AIA, CEO
Fax: (408) 780-7201
Phone: (408) 780-7200

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. District's Right to Audit

- 27.1. District retains the right to review and audit Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 27.2. The District's Right includes the right to examine any and all Project-related books, records, documents and any other evidence of procedures and practices that the District determines is necessary to

discover and verify whether Architect is in compliance with all requirements of this Agreement.

- 27.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine Project-related books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 27.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 27.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 27.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 28. Other Provisions

- 28.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 28.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.

28.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 29. Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

SOLEDAD SCHOOL DISTRICT

Date: _____, 201__

By: _____

Title: _____

LPA, Inc.

Date: _____, 201__

By: Robert O. Kupper, AIA _____

Title: Chief Executive Officer _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	11
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	23
H.	CONSTRUCTION ADMINISTRATION PHASE	24
I.	CLOSE OUT PHASE	28
J.	MEETINGS / SITE VISITS / WORKSHOPS	29

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

A. SCOPE OF PROJECT

1. Project Name: Main Street Middle School - New Construction Project
2. Construction Cost Budget: Thirty million dollars (\$30,000,000)

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Written legal description(s) of the Project site(s);
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- h. Information concerning available utility services and lines on –site and off-site to the extent deemed necessary, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings; and
- j. Subsoil data, chemical data, and other data logs of borings.

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

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed.

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

extent feasible. Should the district decide to pursue a CHPS "verified" or "designed" recognition program, Architect shall provide the necessary CHPS documentation as an extra service subject to Article 7, and Exhibit "B" of this Agreement.

8. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance"). The District shall compensate the Architect for fees and expenses incurred for providing Mandatory Assistance as Extra Services. If, however, the fees and expenses incurred by the Architect are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its sub-consultants, its agents, officers, and employees, the Architect shall reimburse the District a proportional amount of its fees received.

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

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

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

3. Construction Cost Budget Estimate

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget estimate within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget estimate prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget estimate.
 - (v) One week prior to submittal of the Pre-Design documents, Architect shall submit its proposed Construction Cost Budget estimate to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget estimate.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget estimate.
- b. The Construction Cost Budget estimate for the Project must be reconciled not to exceed the District's Construction Budget for the Project prior to the District's approval of the Pre-Design milestone phase. The accuracy of the Construction Cost Budget estimate shall be the responsibility of the Architect. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect.

4. Presentation

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

5. Deliverables and Numbers of Copies

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

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

6. Meetings

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

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D. SCHEMATIC DESIGN PHASE

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

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

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading, and identify temperature control zoning on the drawings.
- b. Select a minimum of two (2) HVAC systems, if two viable options are deemed applicable given the project parameters, that appear compatible with loading conditions for subsequent life cycle costing.
- c. Provide design criteria to include the intent base of design for the Project.

6. **Electrical**

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

7. **Civil**

- a. Develop on site schematic utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify basic surface improvements including roadways, walkways, parking, preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Landscape**

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

9. Specifications

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

10. Construction Cost Budget Estimate

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

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be identified as a separate line item and included within the construction cost budget estimate. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index, or other appropriate index).
- d. The Construction Cost Budget estimate for the Project must be reconciled not to exceed the District's Construction Budget for the project prior to the District's approval of the schematic design milestone phase. The accuracy of the Construction Cost Budget estimate shall be the responsibility of the Architect. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the architect.
- e. Architect shall submit its proposed Construction Cost Budget estimate to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget estimate.

- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than thirteen percent (13%) in the cost estimates.

11. Deliverables and Numbers of Copies

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

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

12. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget estimate has been accepted and approved by the District at no additional cost to the District. Revisions required to adhere to the Construction Cost Budget estimate that are the result of program changes, District directives that inconsistent with prior District approvals and direction, and/or other unforeseen conditions shall be provided as an extra service.

13. Meetings

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

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E. DESIGN DEVELOPMENT PHASE

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

1. Architectural

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

2. Structural

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

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

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- c. Major mechanical equipment should be scheduled indicating size and capacity.
- d. Major ductwork and piping should be substantially located and sized.
- e. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- f. Devices in ceiling should be located.
- g. Legend showing all symbols used on drawings.
- h. More developed Outline Specifications indicating quality level and manufacture.
- i. Control Systems identified.
- j. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed minimum basis of design lighting levels for each usable space.
- b. Show system(s) selected on drawings as follows:

- (i) Single line drawing(s) showing major distribution system.
- (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- c. All major electrical equipment should be scheduled indicating size and capacity.
- d. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- e. Legend showing all symbols used on drawings.
- f. More developed and detailed Outline Specifications indicating quality level and manufacture.
- g. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

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

6. Landscape

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

7. Bid Documents

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

8. Construction Cost Budget Estimate

- a. Revise the Construction Cost Budget estimate for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget estimate:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately as line items in the estimate.
 - (ii) The Construction Cost Budget estimate for the Project must be reconciled not to exceed the District's Construction Budget for the project prior to the District's approval of the Design Development milestone phase. The accuracy of the Construction Cost Budget estimate shall be the responsibility of the Architect. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the architect.
 - (iii) At this stage of the design, the Construction Cost Budget estimate may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget estimate.

9. Deliverables and Numbers of Copies

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

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

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget estimate has been accepted and approved by the District at no additional cost to the District. Revisions required to adhere to the Construction Cost Budget estimate that are the result of program changes, District directives that inconsistent with prior District approvals and direction, and/or other unforeseen conditions shall be provided as an extra service.

10. **Meetings**

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

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F. CONSTRUCTION DOCUMENTS PHASE

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

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

a. General

Based upon available information from material and product vendors and suppliers, Architect shall advise the District on unusual lead times and related availability of specific project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project. Timely procurement of project materials and equipment is the responsibility of the contractor.

b. Architectural

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

c. Structural

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

d. Mechanical

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.

- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Well developed design of Energy Management System (“EMS”).

e. Electrical

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Well developed design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. Civil

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

g. Landscape

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

h. Construction Cost Budget Estimate

- (i) Revise the Construction Cost Budget estimate for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget estimate. Architect shall provide a Construction Cost Budget estimate sorted by Project Bid Packages, if more than one, as an Extra Service subject to Article 7 and Exhibit “B” of this Agreement
- (ii) The Construction Cost Budget estimate for the Project must be reconciled not to exceed the District’s Construction Budget for the project prior to the District’s approval of the Construction Documents 50% milestone phase. The accuracy of the Construction Cost Budget estimate shall be the responsibility of the Architect. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget estimate.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than seven percent (7%) in the cost estimates.

i. Specifications

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

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

j. Deliverables and Numbers of Copies

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

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) Two (2) copies of a statement indicating District authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget estimate, if any. If no design

changes occur but shifts of costs occur between disciplines, identify for District review as a component of the milestone cost estimate.

2. **Construction Documents – 100% / Completion Stage (Pending incorporation of final District comments, CM comments, constructability review comments, and DSA Backcheck comments):**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

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

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. **Civil**

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

f. **Construction Cost Budget Estimate**

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

(ii) The Construction Cost Budget estimate for the Project must be reconciled not to exceed the District's Construction Budget for the project prior to the District's approval of the Construction Documents 100% milestone phase. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the architect.

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

(iv) At this stage of the design, the Construction Cost Budget estimate may include design contingencies of no more than four percent (4%) in the cost estimates.

g. **Specifications**

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law. The constructability review comments must be received no less than sixty (60) days prior to DSA Back-Check appointments, or Extra Services may be applicable to the Architect subject to Article 7 and Exhibit "B" of this Agreement. Additionally, constructability review comments that are inconsistent with prior District and/or Construction Manager directives and/or approvals shall be provided by Architect as an extra service.

i. Deliverables and Numbers of Copies

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

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the engineering calculations;
- (iv) Two (2) copies of the revised Construction Cost Budget estimates;
- (v) Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

- (vii) Two (2) copies of a statement indicating District authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget estimate, if any. If no design changes occur but shifts of costs occur between disciplines, identify for District review as a component of the milestone cost estimate.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District, unless DSA renders code interpretations inconsistent with prior documented communications with DSA. Should this occur, architect shall advise the District of the circumstance as documented with DSA, and request additional services subject to Article 7 and Exhibit "B" of this Agreement..
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

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

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G. BIDDING PHASE

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

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

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

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

H. CONSTRUCTION ADMINISTRATION PHASE

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

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

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

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected. Excessive submissions by the contractor of unwarranted and/or incomplete change order requests requiring the Architect's continued review and written communications shall be provided as an Extra Service. Additionally, change order reviews required by the Architect as the result of District directed changes and/or unforeseen conditions shall be provided as an Extra Service.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the Architect and approved by District. Construction change documents required as a result of District directed changes, unforeseen conditions, and/or contractor errors shall be provided by the Architect as an extra service. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Excessive submissions by the contractor of unwarranted and/or incomplete submittals requiring the architect's continued review and written communications shall be provided as an Extra Service. Additionally, submittal reviews required by the architect as the result of district directed changes and/or unforeseen conditions shall be provided as an Extra Service.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete when compared to the requirements of the construction documents. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate Contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect, unless the Architect advises the District that additional review time is necessary and the District approves the time extension request. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. Unwarranted and/or incomplete RFI requests shall be rejected, and returned to the contractor. Excessive and repeated submissions by the contractor of incomplete or unwarranted RFIs requiring the architect's continued review and written communications shall be provided as an Extra Service. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect, unless the Architect advises the District that additional review time is necessary and the District approves the time extension request. Architect's response to each RFI shall be a substantive and appropriately address the requested clarification in the written response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** The Record Drawings, prepared by the contractor, shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall review the record drawings prepared by the contractor, and deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District (Bond and PDF files), and it shall be a condition precedent to the District's approval of

Architect's final payment. Architect may insert the following notice on the Record Drawings:

These documents have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems received from the contractor, to ensure that they meet the requirements of the plans and specifications, and deliver the documents to the District.
10. **Start-up.** Architect can also provide as an extra service, and at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. Deliverables and Number of Copies

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

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

13. Meetings

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

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has substantially completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall receive from the Contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA Form 301 – Notification of Requirement for Certification. Architect shall utilize DSA Form 302 for response.
 - e. Architect shall obtain all required DSA approval of Construction Change Documents utilizing DSA Form 140 for CCD Category A scope and addenda to the Contractor's contract.
 - f. Architect shall review and transmit a set of As-Built Drawings (prepared by the contractor) for the Project to the District, as required by the District.
 - g. Architect shall review and transmit a package of all warranty and O&M documentation prepared by the contractor to the District.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services, within the architect's scope of basic services, required to close-out the design and construction of the Project with the District and among the Architect's Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Two (2) copies of punch lists for each site; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

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

J. MEETINGS / SITE VISITS / WORKSHOPS

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

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable during project related meetings.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase

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

- (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- b. If District requires more than the initial project kick off meeting for this phase, Architect shall participate in one (1) additional meeting as requested by District.

4. Initial Site Visits

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. Meetings During Architectural Program

- a. Architect shall participate in one (1) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of the Project and the schedule of use of the site during construction.
- b. Architect shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- c. If District requires more than two meetings at this phase, Architect shall conduct an additional two (2) meetings as requested by District.
- d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget estimate.

6. Meetings During Schematic Design Phase

- a. Within the first two weeks, or as soon as reasonably possible, following the start of the Schematic Design Phase, Architect shall conduct design workshop(s) with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"), and/or other presentation media. This workshop shall be ongoing and may include up to three (3) meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
 - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.
- b. If District requires more meetings than just design workshops for this phase, Architect shall participate in meeting(s) as requested by District as an extra service.

7. Meetings During Design Development Phase

- a. At the time designated for completion of the Design Development package, Architect shall conduct up to three (3) meetings with the District to review the following:
- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget estimate and the Construction Budget.
- b. **Value Engineering Workshop**
- (i) Should the Design Development Construction Cost Budget estimate exceed the approved Schematic Design Construction Cost Budget, the Architect shall conduct value engineering workshop(s), as needed until the project goals are achieved, which shall include the necessary Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing, as necessary until the project budget goals are achieved and may include several meetings.

8. Meetings During Construction Documents Phase

- a. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct up to two (2) meeting(s), as necessary with the District to review the following:
- (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget estimate and the Construction Budget.
- b. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct up to two (2) meeting(s), as necessary with the District to review the following:

- (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
- (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget estimate and the Construction Budget.

9. Meetings During Bidding Phase

- a. Attend and take part in meetings with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

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

- a. Architect shall visit the Project site as necessary, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to observe the progress of the construction of the Project.
- b. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend up to two (2) District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review.

12. Governing Board Meetings

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

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$215
Senior Managing Director	\$195
Senior Project Director	\$180
Project Director	\$165
Senior Project Manager	\$150
Managing Professional	\$140
Senior Professional	\$125

Professional	\$115	
Professional Staff	\$105	
Intermediate Staff	\$95	
Staff	\$85	
Support Specialist	\$75	
Clerical Staff	\$70	
Intern \$60.00		
Other		
Other		
Other		

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

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within _____ **calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within _____ **calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within _____ **calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within _____ **calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
- | | |
|--|-----------------------------------|
| 1. 50% Submittal Package | _____ <u>calendar days</u> |
| 2. 100% Submittal Package | _____ <u>calendar days</u> |
| 3. Final Contract Documents after Final Back-Check Stage | _____ <u>calendar days</u> |
- F. The durations stated above include the review periods required by the District and all other regulatory agencies.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

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

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
- a. **Pre- Design/Architectural Program Development Phase:**

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

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

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
 - d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
 - e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete to one hundred percent (100%) of the fee for the phase.
 - f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to on hundred percent (100%) of the fee for the phase.
 - g. **For Close Out:**

Monthly payments when each phase of this service is incrementally completed by architect. Final payment due no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this phase.
 - h. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's invoices to include reasonably detailed explanations of the Services performed.

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

1. Workers' Compensation and Employers' Liability Insurance. Architect shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Architect shall require all subconsultants to provide Workers' Compensation Insurance for all of the subconsultant's employees to be engaged in such work unless such employees are covered by the protection afforded by the Architect's Workers' Compensation Insurance.

Architect and all subcontractors shall procure and maintain, during the term of this Agreement Employers' Liability insurance of \$1,000,000.

2. Commercial General Liability Insurance. Architect shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage: [NOTE: The limits may consist of primary insurance, excess insurance or reinsurance, or a combination of those.]

	Each Occurrence	Aggregate
Low Risk Projects	\$ 1,000,000.00	\$ 2,000,000.00
Intermediate Risk	\$ 2,000,000.00	\$ 4,000,000.00
High Risk	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subconsultants hired by Architect in connection with the Services described in this Contract shall maintain such insurance unless the Architect's insurance covers the subcontractor and its employees.

3. Automobile Liability. If vehicles will be driven on district property, Architect shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$ 100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

Architect's and any and all subconsultant's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

4. Errors and Omissions Insurance. Architect shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Architects and Engineers	\$1,000,000.00 or \$2,000,000.00
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5. The District reserves the right to modify the limits and coverages described herein.

- C. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance shall name the District, its employees, and school board members; the Architect; and the Project Manager as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. The Architect's policy(ies) shall be primary; any insurance carried by the District, shall only be secondary and supplemental. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Insurance written on a "claims made" basis is to be renewed by the Architect and all subconsultants for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Contractor for all claims made.
4. The policy(ies) shall not be amended or modified and the coverage amounts shall not be cancelled without thirty (30) days written notice to the District prior to cancellation.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
6. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:
1. The District can accept the higher deductible; or
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
- E. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- F. **Verification of Coverage:** Architect and any and all subconsultants working for Architect shall furnish District with:
1. Certificates of insurance to the District as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencement of the Services, and at any other time upon the request of the District; and
 2. Original endorsements affecting general liability and automobile liability coverage at any time upon the request of the District. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf.
- G. **Failure to Procure Insurance:** Failure on the part of Architect, or any of its subconsultants, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

**RESOLUTION OF THE GOVERNING BOARD OF THE
SOLEDAD UNIFIED SCHOOL DISTRICT
REGARDING LOCAL RESERVES CAP
SB 858, Section 27/California Education Code 42127.01
NO. 1-02-15**

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the Soledad Unified School District currently maintains a reserve of approximately 10% for purposes of bus replacement programs, facility expansion and improvement, facilities improvements through Deferred Maintenance, growth expansion, portable replacement, vehicle replacement, upgrade existing services, expand one to one technology for grades K-8, improve technology infrastructure (servers, etc.); Math textbook adoption for the high school and middle school; and instructional software, to meet cash flow needs to allow the district to make payroll etc. during the next economic downturn and when the revenues from Proposition 30 begin to sunset, to maintain an acceptable credit rating, etc.); planned expenses for technology, furniture for the new middle school; and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10, and

WHEREAS, SB 858, Sec. 27 Education Code 42127.01, will become operative should voters pass Proposition 2 on the November 2014 state ballot, and will require school districts to

spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Soledad Unified School District calls upon the Legislature and the Governor to repeal the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.

PASSED AND ADOPTED by said Governing Board on January 28, 2015 by the following votes:

AYES:

NOES:

ABSENT:

I hereby certify that the foregoing is a true and correct copy of the resolution duly passed and adopted by the Board of Trustees of the Soledad Unified School District at a special meeting of January 28, 2015, and that such resolution has been duly made and entered in the minutes of said Board of Trustees.

Clerk of the Governing Board

Date: _____