



ABC UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS NO. ABC-1026

for

ARCHITECTURAL SERVICES

**JOSHIE COX - DIRECTOR
PURCHASING DEPARTMENT**

**16700 NORWALK BOULEVARD
CERRITOS, CALIFORNIA 90703
(562) 926-5566 X2218**

INFORMATION PACKET

Request for Qualifications No. ABC-1026 for Selection of Architectural Services

1. GENERAL INFORMATION

The ABC Unified School District ("District") is requesting a proposal for professional architectural services relating to construction of new elementary and secondary schools, new additions to existing schools, modernization/reconstruction of existing schools and to serve as a consultant to the District on selected architectural matters.

- A. Each organization submitting a proposal shall submit an original proposal plus four (4) copies of said proposal in a sealed envelope prominently marked with the Request for Proposal number and title, the due date and time, and the name of the organization submitting the proposal.
- B. Proposals shall be submitted to the Director of Purchasing, 16700 Norwalk Blvd., Cerritos CA, 90703, no later than 11:00 a.m. on January 15, 1998. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies of proposals will not be accepted.
- C. Proposals shall be signed by an authorized individual or officer of the firm submitting the proposal.
- D. Proposals may be withdrawn by the firm submitting the proposal at any time prior to the closing date and time for receipt of proposals.
- E. In order to control information disseminated regarding this Request for Qualifications, organizations interested in submitting proposals are directed not to make personal contact with members of the Governing Board and District Administration with the exception of the individual listed below:

Joshie Cox,
Director of Purchasing
(562) 926-5566 x2218
- F. The Board of Education of the ABC Unified School District reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible submitters, and to waive any informality in the Request for Qualifications. Submitters shall be responsible for any and all expenses that they may incur in preparing proposals.
- G. The FORM(S) OF THE AGREEMENT that will be executed between the District and Architect are District Form "Agreement for Architectural Services; which shall govern all work relating to locally funded projects. Attachment No. 1 - Architectural Services Agreement.

2. DESCRIPTION OF PROJECTS FOR WHICH SERVICES ARE REQUIRED

A. Introduction

Responses received from this Request for Qualifications will be used by the District to select one or more architectural firm(s) to provide professional services to the District for the construction of new elementary and secondary schools, the modernization of schools, the construction of additions to existing schools, and to serve as a "consulting architect" to the District.

B. Summary of Specific Services Desired

1) Consulting Architect - The District will select one or more architectural firm(s) to serve as its "consulting" architect. In addition to being eligible to serve as the architect on major school construction projects as determined by the Board, the consulting architect will be responsible for performing services for the District on "minor" remodeling and/or new construction projects (i.e., relocatable classroom buildings) and performing preliminary application work as required by the Office of Public School Construction on State aided building projects.

2) New Elementary/Secondary Schools - The District will select one or more architectural firm(s) to serve as its architect for the construction of new elementary schools, intermediate schools and high schools. The District has applications being processed by the Office of Public School Construction for each of the above projects.

3) Reconstruction/Rehabilitation Program - The District will select one or more architectural firm(s) to serve as its architect for the reconstruction and/or modernization of schools. At the present time, the District is updating eligibility with the Office of Public Schools Construction to determine projects for the State Reconstruction Program.

4) The District Masterplan - Identifies potential modernization of 12 elementary schools, 5 middle schools, and 2 high schools. Refinement of the Masterplan will provide further definitions of these projects and may identify additional projects, all of which are subject to funding. See attached for list of schools.

A. General

Interested parties must submit original proposal and four (4) copies. After award, a contract between the successful firm(s) and the District will be executed.

B. Items for Inclusion in Proposal

All proposals shall address the following items in the order listed below and shall be numbered 1 through 13 in the proposal document:

1) Description of Firm - This section should provide the District information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District.

2) Area(s) of Interest - Section 2 Description of Projects for Which Services are Required of the Request for Qualifications identifies four (4) specific areas for which the District desires architectural services. Use this section of the Proposal to indicate the areas of service your firm is interested in performing for the District.

3) Experience Relative to District Needs

a. Consulting Architect - If interested in providing services as a consulting architect, use this section of the Proposal to provide the District with a detailed summary of the architectural firm's experience in providing this type of service.

b. New Elementary and Secondary Schools - If interested in providing services as a project architect for new elementary and/or secondary schools, use this section of the Proposal to provide the District with a detailed summary of the architectural firm's experience in programming, planning, and providing "field" services for the

construction of educational facilities at grade levels identified in this request.

Referenced projects should be separated into elementary (K-6) and secondary (7-12) projects. When listing referenced projects, provide the following information for each project in "table" format:

| PROJECT NAME AND LOCATION | OWNER'S NAME, ADDRESS, CONTACT PERSON & TELEPHONE # | COMPLETION DATE | PROJECT COST |
|---------------------------|---|-----------------|--------------|
|---------------------------|---|-----------------|--------------|

c. Reconstruction/Rehabilitation Projects - If interested in providing services as a project architect for reconstruction/modernization projects, use this section of the Proposal to provide the District with a detailed summary of the architectural firm's experience in programming, planning, and providing "field" services for the reconstruction/rehabilitation of educational facilities.

When referencing projects, provide the same information as "table" format indicated for New Elementary and Secondary Schools.

d. Masterplan Projects - If interested in any of the projects as described on Page 3, Section 2.B.4, use this section of the Proposal to provide the District with a detailed summary of the architectural firm's experience in programming, planning and providing "field" services for such projects.

4) Background of Architectural Firm's Personnel - Identify all personnel and provide a brief resume including pertinent experience of personnel who will be participating in District projects as previously outlined. Resumes shall include information but not be limited to material required on Section 7 of Standard Form 255 (Architect-Engineer Questionnaire) used by the State Government. Architect personnel must be licensed to provide architectural services in the State of California.

5) Consulting Engineers - List only the consulting engineering firms you plan to use on the projects previously identified in this Request for Qualifications. Include a brief resume of key personnel from each consulting firm who will be working with the District. Resumes shall include information but not be limited to materials required on Section 7 of Standard Form 255 (Architect-Engineer Questionnaire) used by the Federal Government. List consulting engineers in the following sequence:

- a. Structural
- b. Mechanical
- c. Electrical
- d. Civil
- e. Acoustical

6) Knowledge of State Funding for School Construction/Reconstruction - As previously stated, some of the new construction and reconstruction projects being planned by the District will be funded by the State of California. Further, one of the responsibilities of the architect will be to assist the District in performing preliminary application work for State-funded projects. Use this section of the Proposal to describe the knowledge possessed by members of your firm regarding State-Funded Building Projects and the experience of staff members of your firm in the application process.

7) Experience with State Regulatory Agencies - It is necessary for public school building programs to be coordinated with and approved by several State of California Regulatory Agencies. Use this section of the Proposal to describe the experiences of your firm in working with State agencies including the Office of Public School Construction, State Allocation Board, Department of Education and Division of the State Architect.

8) Project Plan and Methodology - Briefly describe the procedures your architectural firm will use in conducting each phase of a construction/modernization projection to insure that the needs of the District will be satisfied and that projects will be completed in a cost effective and timely manner. Use this section to address the ability of your firm to undertake the projects for which

you are requesting consideration, keeping in mind the other workload of your office.

- 9) Fees - Describe the method you propose for charging fees for projects described in this Request for Qualifications. Identify if your fee will be based on time and material, percentage of construction, or a combination of both. Indicate the fee method and schedule for each of the type of services requested by the District (consultant architect, new construction, modernization). Also discuss the discount for fees for repeated new construction projects by site adapting a prototype plan and specifications.
- 10) Interest Statement - Briefly describe the particular or main interest your firm has in the projects for which you have submitted qualifications.
- 11) Other - Each architectural firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this Request for Qualifications. (The inclusion of a brochure is acceptable.)
- 12) All Proposals must include a NONCOLLUSION DECLARATION Form furnished as Attachment 1. Said form shall be signed by the individual signing the Proposal.
- 13) DVBE Participation Requirement - State law requires that any contract resulting from this Request for Qualifications shall have participation goals of 3 percent for Disabled Veteran Business Enterprises (DVBE's).

PLEASE READ THESE DVBE REQUIREMENTS CAREFULLY AND COMPLETE THE APPROPRIATE FORMS WHICH MUST BE SUBMITTED WITH YOUR PROPOSAL (SAB Forms 515PB, and 515GFE). ARCHITECTURAL FIRMS MUST COMPLETE THESE FORMS. HOWEVER, THE DOLLAR AMOUNTS WOULD NOT BE ENTERED UNTIL THE DISTRICT HAS SELECTED YOUR FIRM. FAILURE TO COMPLY WITH THE DVBE REQUIREMENTS MAY CAUSE YOUR PROPOSAL TO BE DEEMED NONRESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF A CONTRACT.

- a. "Disabled Veteran" means: A veteran of the military, naval, or air service of the United States with a service-connected disability (of at least 10 percent) who is a resident of the State of California.
- b. "Disabled Veteran Business Enterprise" means: A business concern certified by the Office of Small and Minority Business (on the OSMB 11) as meeting all of the following requirements:
 - (1) A sole proprietorship, partnership, corporation or other enterprise owned by one or more disabled veterans, or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more disabled veterans; and
 - (2) Managed by, and the daily business operation are controlled by, one or more disabled veterans; and
 - (3) A sole proprietorship, partnership, corporation or other enterprise with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

NOTE: All DVBE main subcontractors must be declared by the prime bidder in Part III of the SAB 515PB. DVBE can only certify this status on forms SAB 515PB, and 515GFE after approval by the OSMB (or substantiation that the OSMB is processing the DVBE request).

Contract Goals/Good Faith Effort - In order to be responsive to the DVBE requirements, architect must meet the requirements of either alternative A or B or both:

Alternative A - Meet or exceed the goals of and 3 percent DVBE participation for the proposed contract by one of the following:

- a. Firm is a disabled veteran owned and own forces will perform at least 3 percent of contract.
- b. Firm is disabled veteran owned and will use DVBE subcontractors and suppliers to bring participation to 3 percent.

NOTE: Must include a copy of letter from OSMB for each DVBE participating in the contract.

Alternative B - Architect makes a good-faith effort to meet the participation goals by performing all of the following by the bid/proposal submission date (if architect meets this provision, the Good Faith Effort Worksheet [SAB 515GFE] must be completed and submitted with Proposal).

- a. Architect contacts the Office of Public School Construction for purposes of identifying DVBE. Also, architect substantiates the contacts were made with other State and Federal Agencies and with local DVBE organizations to identify potentially responsible and responsive DVBE contractors (Refer to Part I of the SAB 515 GFE).
- b. Architect advertises in published trade papers and papers devoted to DVBE contracting, unless time constraints imposed by the District, as permitted by law, do not allow for that advertising (Refer to Part II of the SAB 515GFE).
- c. Architect sends invitations to bid to available DVBE subcontractors and provide a list of the DVBE that were solicited (Refer to Part III of the SAB 515GFE).
- d. Architect includes a statement indicating that available DVBE were considered including reasons for not selecting an identified DVBE (Refer to Part III of the SAB 515GFE).

Final determination of DVBE goal attainment or a good faith effort by architect shall be at the State's sole discretion.

DVBE Documentation Requirement

- a. DVBE Certification - In order for the sole proprietorship, partnership, corporation or other enterprise to obtain certification or be counted toward meeting the DVBE contract goals, the business concern must meet all requirements set forth in Article 6 (commencing with Section 999) or Chapter 6, Division 4 of the California Military Code. Refer to the OSMB at (916) 322-5060 for specific instructions on the DVBE accreditation procedures.

For purposes of this Request for Qualification, architect claiming DVBE status must include an approved Form OSMB 11 in his/her Proposal to the District. The DVBE approvals only obtained after the OSMB has completed the review of the DVBE application package submitted by architect. The necessary documents that must be submitted with the application package include:

- (1) An Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within six (6) months of the date on which certification is sought, which would certify or declare the existence of a service connected disability, of at least 10 percent at the time of application for or renewal of certification as a DVBE, and
- (2) A fully completed Small Business and/or Disabled Veteran Business Enterprise questionnaire and Certification Form, OSMB 11.

If architect is unable to provide an approved Form OSMB 11 at the time of the bid opening, the Proposal will be deemed non-responsive and ineligible for award of a contract.

Substitutions - If awarded contract(s), the architect must use the DVBE subcontractor and/or supplier proposed in the Proposal unless the architect requested substitution from the District prior to the execution of the contract and the District has approved such substitution. At a minimum, the request must include: 1) a written explanation of the reason for the substitution; and 2) the identity of the person or firm substituted; and 3) satisfactory evidence that the DVBE contract participation certified in the original bid proposal will still be met after the substitution. The District's approval or disapproval of the substitution is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED BY THE ARCHITECT MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES DUE THE DISTRICT/STATE UNDER THE TERMS OF THE CONTRACT.

Contract Audits - The architect agrees that the State or the District has the right to review, obtain and copy all records pertaining to performance of the contract. The architect agrees to provide the State or the District with any relevant information requested and shall permit the State or the District access to its premises upon reasonable note for purposes of interviewing employees and inspecting records. The architect shall maintain records for a period of at least three years after final payment under the contract.

SAB Forms - SAB 515PB, and SAB 515GFE are included in this Information Packet as Attachments 2, and 3. Attachment 4 is a listing of information and advertising sources for DVBE.

4. SELECTION PROCESS

The process that will be used by the District in selecting an architectural firm(s) to perform services as outlined in this Request for Qualifications will be as follows:

- A. Screening Committee - The District Superintendent or designee will appoint a Screening Committee made up of District Administrators, Director of Purchasing or her designee and individuals with architectural and/or engineering experience to review proposals submitted by architectural firms.
- B. Selection Committee - A Selection Committee will interview each of the architectural firms recommended by the Screening Committee. This committee will be comprised of member(s) of the Board of Education, the District Superintendent or his designee, District Administrators, Director of Purchasing or her designee and member(s) of the community with a background in construction to be appointed by the District Superintendent.

The Selection Committee will recommend one or more architectural firm(s) to the Governing Board to complete the projects identified in this Request for Qualifications.

- C. Governing Board - The Board of Education will make the final selection of one or more architectural firm(s).

5. EVALUATION

Architectural firms submitting Proposals are advised that all Proposals will be evaluated to determine the "best" firm(s) that will be able to meet the needs of the District. Evaluation will include, but not be limited to, the criteria listed below:

- A. Experience and expertise of firm.
- B. Experience and expertise of consultants.
- C. Ability to meet time schedules and budgets including the fast-tracking of high priority projects, i.e., high school.
- D. Proposed method for determining fee.
- E. Project Plan/Methodology and Interest Statement outlined in the proposal.
- F. Completeness of Proposal. IN ORDER FOR A PROPOSAL TO BE CONSIDERED, SAID PROPOSAL MUST ADDRESS ITEMS OUTLINED IN THIS REQUEST FOR PROPOSALS, INCLUDING COMPLIANCE WITH DVBE REQUIREMENTS.
- G. The oral interview and presentation: The District reserves the right to determine firms that will be requested to appear for oral interview.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this ____th day of _____ in the year 199__ between ABC Unified School District, hereinafter referred to as "DISTRICT," and _____, hereinafter referred to as "ARCHITECT;"

WHEREAS, DISTRICT desires to obtain architectural services for _____, hereinafter referred to as "PROJECT," located at _____, California in the DISTRICT; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The services covered by this AGREEMENT shall be completed within _____ of the date of this AGREEMENT.

4. ARCHITECT represents that the ARCHITECT and its employees/consultants are licensed to provide architectural services in the State of California and is especially qualified to provide the school-related services required by the DISTRICT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described in this Article, and include structural, civil, mechanical and electrical engineering services and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to: The agreement between District and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between District and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the District and Contractor Contract.

1.a The ARCHITECT shall employ or retain at ARCHITECT's own expense, engineers and other consultants necessary to ARCHITECT's performance of this AGREEMENT and licensed to practice in their profession. ARCHITECT shall confer and cooperate with consultants employed by the District.

2. Assist the DISTRICT in obtaining required approvals from electrical, gas, water, sanitary or storm sewer, telephone public utilities, the Office of Public School Construction (OPSC) and Department of State Architect (DSA). ARCHITECT shall provide documentation required to make points of connection to existing utility services provided by the public utilities.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the PROJECT.

4. The ARCHITECT shall provide PROJECT description which includes the DISTRICT's needs and the requirements of the PROJECT prior to drafting preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT.

6. The ARCHITECT shall attend regular PROJECT coordination meetings during project development between the

ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT as required. In addition, ARCHITECT shall attend pre-bid meetings, job walks and bid openings.

7. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT.
8. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT.
9. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
10. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
11. The ARCHITECT shall have access to the work at all times.
12. Schematic Design Phase
 - a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.
 - b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
 - c. The ARCHITECT shall prepare schematic design studies scheduling estimates and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.
 - d. The ARCHITECT shall review with the DISTRICT alternative approaches to the design and construction of the project including all value engineering analysis. If directed by the DISTRICT at the time of approval of the schematic design, the preliminary and final Construction Documents and specifications shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase which is the result of no fault of the ARCHITECT and is not the result of the PROJECT exceeding the estimated budget constraint caused by the ARCHITECT will be provided as an additional service in accordance with Article III.
 - e. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
 - f. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Article VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
 - g. The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities ("As built drawings".)
13. Design Development Phase (Preliminary Plans)
 - a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 12, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire project as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate.
 - b. The ARCHITECT shall establish an estimated Project Construction Cost and submit design schedules to the DISTRICT.
 - c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

- d. The ARCHITECT shall reproduce fifteen (15) sets of contract documents at ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI. (BID PHASE)

14. Construction Document Phase (Final Plans)

- a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of OPSC and DSA, the work to be done, and the materials, workmanship, finishes, and equipment required for the PROJECT.
- b. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.
- c. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC and DSA. The DISTRICT shall reimburse or pay all fees required by such governmental authority.
- d. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- e. If the estimated Project Construction Cost exceeds the budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the budget and scope set by the DISTRICT in conformance with Article VI, unless otherwise modified by written authorization of the DISTRICT.
- f. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
- g. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT. The ARCHITECT shall reproduce the Construction Documents in the number requested by the DISTRICT and assist the DISTRICT by distributing the Construction Documents to interested contractors.
- h. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids, evaluating bids and substitutions and awarding the Contract for the construction of the PROJECT.
- i. If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget as set forth in Article VI. Such modifications shall be at no additional cost to the DISTRICT.
- j. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

15. Construction Phase

- a. The Construction Phase will commence with the date of the official Notice to Proceed and shall be complete upon DISTRICT's approval of ARCHITECT's final certification of payment to Contractor.
- b. The ARCHITECT shall provide technical direction to a full time project inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded by the Inspector to the DISTRICT upon completion of the PROJECT.
- c. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does

not guarantee the performance of their contracts.

- d. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the project inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- e. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- f. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
- g. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- h. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the Agreement. The ARCHITECT shall maintain an RFI log with identification number, nature of RFI, date RFI was submitted, and record date when RFI was responded to. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.
- i. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.
- j. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- k. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.
- l. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
- m. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT'S professional judgment to permit adequate review.
- n. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT. If a change order is requested by the DISTRICT, the ARCHITECT's fee for such change

orders shall be calculated. Four percent (4%) of net change order for new constructions and five percent (5%) of net change order for reconstructions.

- o. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.
- p. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
- q. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
- r. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA in a timely manner and ensure proper project close-out.
- s. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than five (5) calendar days from the date the claim is received by ARCHITECT.
- t. Upon completion of the Project, the ARCHITECT shall compile for and deliver to the DISTRICT a complete set of record documents consisting of all written guarantees, instruction books, record diagrams and specifications required of Contractor and provide the DISTRICT with one set of reproducible drawings showing the Project "as Built" upon issuance of the ARCHITECT's certificate of completion with the location of underground sewer, water and all utility connections and services specially noted. In that record documents are based upon information furnished by others, the ARCHITECT cannot and does not warrant their accuracy.
- u. The ARCHITECT shall be responsible to the DISTRICT for the utility, economy, durability and aesthetics of the Work contemplated by its plans and specifications and to this end, the ARCHITECT shall be responsible to the DISTRICT to see that the finished Work provides the level of safety of design required by applicable State Building and Public Works codes and regulations applicable to school districts and that it conforms in every material respect with the approved plans and specifications. The ARCHITECT shall further be responsible to the DISTRICT to see that the finished Work complies with all the accessibility standards imposed by the Americans With Disabilities Act pursuant to 28 CFR 135.151(c). The ARCHITECT shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Work not employed or hired by ARCHITECT, except as required by this AGREEMENT.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to DISTRICT approval, and shall be negotiated and not to exceed State fee guidelines. Such services shall include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of the Construction Documents.
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.
- c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
- e. If directed by the DISTRICT, the employment of special consultants, the preparation of special delineations and

models.

- f. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of schematics where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation, DISTRICT approval, and shall not exceed State fee guidelines.
- g. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected, liquidated damages.
- h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated as follows: Negotiated fee not to exceed State fee guidelines and subject to prior approval by DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
2. The DISTRICT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT.
3. The DISTRICT shall pay all fees required by any reviewing or licensing agency.
4. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
6. Furnish, at the DISTRICT's expense, the services of a Project Inspector.
7. After Project completion, the DISTRICT will contact the Contractor for warranty work; notify the Contractor in writing of any deficiencies in materials or workmanship which become apparent to DISTRICT during the Contractor's guarantee period; and send copies to the ARCHITECT all such documents.
8. Employ all necessary consultants to furnish the ARCHITECT with topographical and geographical information deemed necessary by the ARCHITECT and the DISTRICT to the Project.
9. Furnish soil investigation or geological hazard reports by a qualified laboratory.
10. Furnish the services of a hydrologist or other consultants not routinely provided by the ARCHITECT when such services are reasonably required by the scope of the Project and are requested by the ARCHITECT.
11. Provide asbestos review and abatement, identifying materials which may qualify for same.
12. Furnish available previous project drawings for buildings and utilities systems related to the Project. The DISTRICT

will also provide information regarding programmatic needs and specific equipment selection data.

13. Furnish structural, mechanical, chemical, material and other laboratory tests, inspections and reports as required by law or the Contract Documents.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document phases, construction cost shall be determined against the DISTRICT's budget for the PROJECT.

2. Project construction cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, survey, tests, and landscaping not included in project.

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

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

5. Any project budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT may:

- a. Give written approval of an increase of such fixed limit.
- b. Authorize re-bidding of the PROJECT within a reasonable time.
- c. If the PROJECT is abandoned, terminate this AGREEMENT in accordance with Article VIII, paragraph 2; or
- d. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6 (d), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the construction budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the budget as set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OR PROJECT CONSTRUCTION COSTS

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

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

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

The drawings, specifications and other documents prepared by the ARCHITECT or ARCHITECT's Consultants for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 39159.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon (21) twenty-one days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT.

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

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

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

ARTICLE X - COMPENSATION TO THE ARCHITECT

1. ARCHITECT change orders fees are paid as approved by State. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work. The ARCHITECT will be paid at 100% of the State approved ARCHITECT fee for change orders when State approval is received by the DISTRICT.

2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of ___% of estimated ARCHITECT Fee as set forth on Attachment "___"

Design Development: 15% of ___% of estimated ARCHITECT Fee as set forth on Attachment "___"

Construction Documents 10% of ___% of estimated ARCHITECT Fee as set forth on Attachment "___"

D.S.A. Approval: 5% of ___% estimated ARCHITECT Fee as set forth on Attachment "___"

Bidding Phase: 5% of ___% of estimated ARCHITECT Fee as set forth on Attachment "___"

Construction Admin: Balance of ___% of actual ARCHITECT Fee based on accepted bid

TOTAL THROUGH RECORDATION of NOTICE OF COMPLETION 100% of actual ARCHITECT Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X Paragraph 1 based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: Negotiated and not to exceed State fee guidelines prior to approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

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

ARTICLE XI - REIMBURSABLE EXPENSES

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

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT.

2. Reimbursable expenses are estimated to be _____ (\$ _____), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. ARCHITECT must submit copies of invoices to claim reimbursement.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the basic professional services, shall furnish at his expense the services of landscape architects, structural, mechanical, electrical, traffic, and civil engineers.

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

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

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

ARTICLE XIII - MISCELLANEOUS

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

2. Standardized Manufactured Items - The ARCHITECT shall consult and cooperate with the DISTRICT in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the DISTRICT's criteria so long as the same does not interfere seriously with the building design.

3. Ownership of Documents - All plans, specifications, studies, drawings, estimates and other documents prepared by the ARCHITECT pursuant to this AGREEMENT shall be and shall remain the property of the DISTRICT. The ARCHITECT will retain, on the DISTRICT's behalf, all such original documents in the ARCHITECT's files. The ARCHITECT shall provide, to the owner, one set of "as-built" reproducible documents for the owner's use.

4. Reuse of Documents Prepared for This Project - The DISTRICT, as the sole owner of all documents prepared for this Project, reserves the right to reuse all or part of those documents as its sole discretion for the construction of all or part of another project constructed for the DISTRICT. The DISTRICT is not bound by this AGREEMENT to employ the services of the architect who prepared these documents in the event they are reused.

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

- a. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and
- b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or any person, firm or corporation employed by the ARCHITECT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT;
- c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence of the DISTRICT.

The ARCHITECT, at ARCHITECT's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

- a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of \$1,000,000.00 per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Each policy of insurance required in (a), (b) and (c) above shall name DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in

the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

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

8. Errors and Omissions Insurance - Prior to the commencement of services under this AGREEMENT, the ARCHITECT shall furnish to the DISTRICT, at his/her sole cost and expense, satisfactory proof that the ARCHITECT has, for the period covered by this AGREEMENT, Errors and Omissions Insurance (i.e., professional liability insurance) with limits of at least Two Million Dollars (\$2,000,000).

9. Additional Insured - The DISTRICT shall be named as an additional insured by separate endorsement upon those policies of insurance required by Article (7) of this AGREEMENT.

10. Compliance with Laws - The ARCHITECT shall comply with all laws and regulations applicable to the PROJECT or lawfully imposed upon the PROJECT by agencies having jurisdiction over the PROJECT.

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

12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

13. This AGREEMENT shall be governed by the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court in Los Angeles City, California.

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

15. The ARCHITECT shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this AGREEMENT without the prior written consent of the DISTRICT.

16. This AGREEMENT constitutes the entire AGREEMENT between the parties. There are no understanding agreement representations or warranties, expressed or implied, not specified in this AGREEMENT. The ARCHITECT, by execution of this AGREEMENT, acknowledged that the ARCHITECT has read this AGREEMENT, understands it and agrees to be bound by its terms and conditions.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

ARCHITECT

ABC Unified School District