



OCEANSIDE UNIFIED
SCHOOL DISTRICT

REQUEST FOR
QUALIFICATIONS/PROPOSALS

MASTER PLANNING
SERVICES

December 9, 2020

REQUEST FOR QUALIFICATIONS AND PROPOSALS
FACILITIES MASTER PLAN PREPARATION
FOR PROJECTS AT
OCEANSIDE UNIFIED SCHOOL DISTRICT

The Oceanside Unified School District serves over 18,000 students across 23 schools in grades TK-12. Students and adults across our district are valued and consistently show integrity, compassion, and respect. We create purposeful and collaborative learning environments that inspire students and adults to achieve their highest potential.

The District is soliciting Statements of Qualifications and Proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations for the following services with respect to the District's facilities Bond Measure W.

See **SCOPE OF WORK FOR CONSULTANTS** below for detailed description of services.

Statement of Qualifications: Provide a Statement of Qualifications for provision of all services referenced.

Proposals for Services: Provide a lump-sum proposal for the preparation of a District-wide Facilities Master Plan, broken down by phase.

Any Statement of Qualifications and Proposals submitted in response to this Request for Qualifications and Proposals ("RFQ/P") must specifically state the scope of the above-referenced services that the respondent is proposing to provide to the District. Any entity retained as a result of this RFQ/P shall be required to work in conjunction with all other technical consultants, all other entities retained by the District pursuant to this RFP, district architects, and any program, project or construction manager retained by the District for the Project.

PROCESS FOR SUBMISSION OF PROPOSALS

Each proposal submitted in response to this Request for Qualifications and Proposals should be in a sealed envelope directed to **Penny McGrew, Bond Program Manager** and identify the name of the entity submitting the Statement of Qualifications and Proposal. Respondents should mail or deliver four (4) copies, and one (1) electronic copy on flash drive of their Proposals to:

**Penny McGrew, Bond Program Manager, Oceanside Unified School
District 2111 Mission Ave Oceanside, CA 92058**

All Proposals are due by 3:00 p.m., on January 6, 2020.

Fax or email responses will not be accepted.

Any inquiries regarding this RFQ/P should be directed to: Penny McGrew at penny.mcgreg@oside.us

The selected entity/entities, if any, will be required to sign an agreement based on the District's form of agreement for **Facilities Master Plan Services** attached hereto as **Appendix A**.

LIMITATIONS

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a response to this RFQ/P. The District, in its sole discretion, reserves the right to reject any or all Proposals submitted; to choose any combination of Proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a Proposal; or to amend or cancel in part or in its entirety this RFQ/P.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of an agreement for the above-referenced services for which Respondent is submitting its Proposal, no person or entity submitting a Proposal, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the agreement for the above-referenced services for which Respondent is submitting its Proposal with any member of the District, its governing board ("Board"), members of the selection committee, or any member of any other District committee. Any such contact shall be grounds for immediate disqualification of the Respondent.

DESCRIPTION OF DISTRICT NEEDS

The District invites any qualified firm to submit responses related to its ability to provide any of the referenced services for various projects. In general, the firm(s) ultimately selected to provide the referenced services shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the referenced services for which Respondent is submitting its Proposal. Any firm or individual hired by the District as a result of this RFQ/P will be an independent contractor to provide services for specific projects and will not be an employee of the District.

SCOPE OF SERVICES REQUESTED

Assessment of all District Facilities including program and services areas.

LIST OF SCHOOLS

Elementary Schools: Del Rio, Foussat, Ivey Ranch, Laurel, Libby, McAuliffe, Mission, Nichols, North Terrace (K-8), Palmquist, Reynolds, San Luis Rey, Santa Margarita (K-8), South Oceanside, Stuart Mesa (K-8).

Middle Schools: Chavez, King, Lincoln, Jefferson

High Schools: El Camino, Oceanside

Adult Transition Centers: Claire Burgener Academy

Distance Learning: Surfside Educational Academy

PROGRAM AND SERVICES

Adult Transition Program

Nutrition Services

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Educational Support Services

Preschool

Transportation

Maintenance and Operations

Warehouse

Print Services

SCOPE OF WORK FOR CONSULTANTS

1. **Facilities Condition Assessment:** Firm shall prepare a digital database of all existing District properties including location, age of each of the buildings on the site, land area and site improvement. District may provide some of the above-mentioned information.
 - a. Analyze the condition of building systems including electrical/low voltage, mechanical/plumbing, roofing/waterproofing, building envelope, building finishes, classrooms, site elements and accessibility components.
 - b. Coordinate with OUSD Facilities to integrate existing structural reports into overall needs assessment.
 - c. Utilize OUSD Facilities maintenance information from records and interviews to supplement site investigations.
 - d. Utilize previous OUSD Facilities systems replacement project information.
 - e. Prepare a Facilities Condition Index for each of the sites with reference to remaining useful life of systems and costs to repair/replace systems.
2. **Educational Facilities Program Needs Assessment:** Firm shall develop and prepare an updated Educational Program suitability assessment for each of the sites. This shall include an assessment of individual classroom and support space suitability, confirmation of whether classroom and support spaces meet OUSD and state standards for size, location, and individual components for a quality educational facility.
 - a. Develop a matrix of Educational Facilities Program needs for each site and a summary of priority educational facility needs.
3. **Integrated Facilities Master Plan:** Utilizing Facilities Condition Assessment and Education Facilities Program Needs Assessment, prepare an Integrated Facilities Master Plan for OUSD which can serve as the basis for development of a project list for the 2020 Measure W Bond Program.
 - a. Include and prioritize remaining projects not completed under the District's current Bond Program.
 - b. Focus on developing and prioritizing comprehensive modernizations which can meet building system and educational program needs for the sites.
 - c. Include within proposed project planning: upgrades to District-wide educational technology, potential for solar opportunities, updated furniture and equipment for each site, and integrate Sustainability practices consistent with Collaborative for High Performance Schools (CHPS) standards.
 - d. Incorporate into the plan a Prioritization Strategy for modernization and/or replacement facilities with detailed Cost Estimates. Include a Cost Matrix as part of the Executive Summary.
4. **Community Outreach:** The scope of services will include individual school meetings with the community and the staff at District school sites to identify key issues related to the

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school facilities. Firm will also meet and coordinate with District staff to review the requirements of the District's administrative and maintenance facilities. Firm shall also propose additional methods (e.g., website, interviews, surveys, community forums and focus groups) to gather information and schedule to obtain additional community input regarding school facilities.

5. **Educational Specification and Standards:** Firm shall utilize the District approved Educational Specifications and provide recommendations to update, the District's current Educational Specifications and Standards to be consistent with the District's Educational Facilities Program and with consideration of the input received from the community and District staff.
6. **Coordination with District:** Firm shall consult with, and be directed by the Bond Program Manager, as well as the District's key facilities and planning staff to incorporate District recommendations and policies into the long-range facilities master plan.
 - a. Proposals shall include regular updates to the District's Facilities Alteration Committee and the Board of Education.

SUBMITTAL FORMAT

Firms responding to this RFQ/P must follow the format below. Material must be in 8-1/2 x 11inch format, with a font no less than 11 point, and total no more than Thirty (30) pages, not including the cover letter, table of contents, divider tabs, resumes, and fee schedules. Each SOQ & Proposal shall include a Front Cover stating the following: "Statement of Qualifications and Proposals" for [FIRM NAME] for Master Planning Services in Response to Oceanside Unified School District RFQ/P 2021-021.

Submittals are to be made in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Submittals shall include divider tabs labeled with boldface headers below, e.g., the first tab would be entitled "**Cover Letter**", the second tab entitled "**Relevant Qualifications**", etc.

Provide Five (5) bound copies and One (1) electronic copy delivered on flash drive.

The electronic copy will only be accepted via flash drive in the following programs: Microsoft Office Suite or PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

1. Cover Letter (maximum of 2 pages)

- This should be a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture.
- Firm name.
- Address include any branch office address and point of contact.

- Telephone number.
- Facsimile number.
- E-Mail address.
- Identify team.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project.
- **Must include one of the following statements:**

[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Facilities Master Planning Services ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT FIRM'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."

Or

[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Master Planning Services ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT FIRM'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement other than as follows: [INSERT]."

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2. Firm Information

Respondent must provide the following for itself and for all other firms with which it will joint venture or associate on this Project:

- Company name.
- Address.
- Telephone.
- Fax.

- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization/business structure (ownership, legal form, i.e., corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.
- Number of professional employees and support staff (licensed professionals, technical support).
- Location of nearest branch office where the bulk of services solicited will be performed and number of professional employees located there.
- Statement affirming the firm's capacity to provide the required insurance coverage.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant.
- How sub-consultants will be utilized on the Program and/or project(s) within the Program and to what extent work will be performed in-house.

3. Qualifications of Consultant

Respondent must state its qualifications for the anticipated scope of work and its experience with projects of comparable size and complexity. Respondent shall provide any experience applicable to public school projects, including master planning, new buildings, additions to existing buildings, modernization, renovation, site features, paving, sidewalks/quads and school expansion projects. Each Proposal must also include evidence that the respondent is properly licensed for the scope of work for which the proposal is submitted.

Respondent shall identify and provide resumes for the key personnel that will staff the Project. Resumes shall include specific qualifications and recent related experience providing similar services for the scope of work for which the

Proposal is submitted, including but not limited to: Education, Training & Professional Certifications; project experience with focus on K-12 qualifications (include school district/community college, project name, construction value, project type; and a list of references with contact names and phone numbers for at least five (5) projects with public school experience.

4. Relationship to Outside Governmental Agencies

Depending upon the project, respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the Division of State Architect, California Geological Survey, California Dept. of Education, Dept. of Toxic Substances Control.

5. Fee Proposal

The fee proposal shall include a fixed fee not to exceed amount for services outlined in the Scope of Work noted above. Include all required insurance, reimbursable and overhead costs. Include hourly rates schedule for the firm.

6. Time for Performance

Respondent shall include a proposed schedule for performing the above-referenced services. Respondent shall separate schedule out by each phase or scope of work proposed for which Respondent is submitting its Proposal

7. Capacity

Respondent must indicate the individual or firm's proximity to the District and availability to accomplish the work for which the Proposal is submitted.

8. Sub-consultants

Respondent shall list any sub-consultants anticipated, along with their specific tasks and references.

9. Litigation History

Respondent shall list any litigation in the last five (5) years, filed either by an owner, owner's consultant, or contractor, against the individual or firm.

10. References

Respondent shall describe its work in the past five (5) years that is similar or comparable. Respondent shall provide as references a primary contact person, with current address and telephone number, for similar projects on which applicant has provided master planning services within the past three (3) years. A reference must be provided for each project within the past three (3) years. For each reference provided, in addition to the primary contact person with current address and telephone number, Respondent shall also include the name of the district and the scope of services provided.

References may be contacted to attest to the respondent's ability to perform the described services.

11. Conflict of Interest

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

INDEMNIFICATION

To the furthest extent permitted by California law, Respondent shall, at its sole expense, defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from and against any and all demands, losses, liabilities, claims, suits, damages, costs, expenses, judgments and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the Respondent in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the reasonable right to accept or reject any legal representation that Respondent proposes to defend the Indemnified Parties.

The selected respondents will be required to provide insurance coverage in the amounts as noted below:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits

CRITERIA

Criteria for selection of each respondent will include the following without limitation:

1. Adherence to the specified format.
2. Completeness of the Proposal.
3. Acceptable and verifiable references.
4. Experience, professional, and technical expertise of staff.
5. Experience with similar California K12 public school construction, renovation, and/or modernization project(s) of comparable scope and complexity.

6. Experience with similar California K12 school facility master planning.
7. Availability of staffing for the Project and the level of service and support.
8. Fee requirements and cost of the services.
9. Ability to maintain positive interpersonal relationships with all the Project and school community participants.

DISTRICT'S EVALUATION PROCESS

Responses will be reviewed for responsiveness and evaluated pursuant to the above-listed objective criteria, with particular attention to, without limitation, each respondent's qualifications and demonstrated competence in providing like services.

After submissions are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top proposers. The District may elect to interview one or more proposer. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

If a commitment is made, it will be to the most qualified respondent(s) with whom the District is able to successfully negotiate the terms and conditions of the required agreement documents.

Final selection of a proposer, terms, and conditions of all agreements and authority to proceed with the services for which the Proposal was submitted shall be at the discretion of the District.

The selection committee will recommend the most qualified proposer to the District's Board. After selection by the Board, District staff will issue a notice of intent to commence negotiations with the best qualified proposer.

If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the second-best qualified proposer in sequence until an agreement is reached or determination is made to reject all Proposals.

FINAL DETERMINATION AND AWARD

The District is not obligated to explain any deficiencies in responses, nor accept requests for justification from firms not selected for an interview. The District reserves the right to contract with any entity responding to this RFP as described above for all or portions of the above-described Project, to reject any response as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to selection for participation in an interview, an award of contract or any consideration whatsoever. The award of a contract is at the sole discretion of the District, acting through its Board. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/P. The selected entity(ies), if any, will be required to sign an agreement based on the District's form of agreement for independent consulting services attached hereto as **Appendix A**.

ASSIGNMENT

Any contract resulting from this RFQ/P and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

PUBLIC RECORD

To the extent that the proposals submitted in response to this RFP are public records under California law, they may be released if requested by members of the public.

RFP RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

Action	Target Date
1. Release of Request for Qualifications/Proposal	December 9, 2020
2. Last Day to Submit Questions (by email)	December 17, 2020
3. Clarification Issued by District	December 21, 2020
4. Deadline for Receipt of Proposals on or before 3:00 pm	January 6, 2021
5. Notification of Finalist(s)	January 15, 2021
6. Interview of Finalist(s)	Week of January 18-22, 2021
7. Selected Consultant Board Approval	February 9, 2021

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

APPENDIX A

AGREEMENT FOR SCHOOL FACILITIES MASTER PLAN SERVICES BETWEEN OCEANSIDE UNIFIED SCHOOL DISTRICT AND _____ ARCHITECTS

This Agreement for School Facilities Master Plan Services (“Agreement”) is made effective as of _____ (“Effective Date”) by and between Oceanside Unified School District (“District”), a public school district organized and existing pursuant to State of California (“State”) law, and _____, a California corporation (“Architect”). The District and the Architect may be referred to herein individually as “Party” and collectively as “Parties,”

RECITALS

A. District desires to develop a school facilities master plan for the District’s existing and future schools (“School Facilities Master Plan”) to, in part, guide facilities improvements and planning within the District for the next ten (10) years, including short- and long-term goals and facility objectives. The School Facilities Master Plan shall facilitate the District’s governing board’s (“Board”) ranking of priorities and consideration of future facility investments and improvements. The primary goals of District in developing the School Facilities Master Plan include:

- (1) the identification of District’s current and future needs for additional facilities based on existing capacities and projected enrollment;
- (2) the assessment of all District facilities to identify deficiencies in existing buildings and sites, including program and service areas, utility systems and infrastructure, and telecommunications and health and safety conditions;
- (3) the creation of policies for long-term facilities management and strategies to address short and long-term facility improvements and capital investments necessary to support the current and future education programs of the District, including acquisition of new sites and construction of new facilities and the possibility of future joint use government and community partnerships; and
- (4) the development of implementing steps necessary to fulfill the needs identified by the School Facilities Master Plan, including coordination of the identified scope of work with potential funding resources and creation of a schedule for the work to be completed.

B. The School Facilities Master Plan, and related services, shall include: facilities assessment, space planning, facilities management, survey design and analysis, conceptual design, preliminary cost estimating, and cost benefit analysis for options including remodeling, new construction, and new site acquisition.

C. Architect is required to provide all services as are necessary for Architect to obtain required information and develop the School Facilities Master Plan desired by District as provided in this Agreement (“Master Planning Services”). District desires that Architect provide the Master Planning Services in accordance with the terms and conditions of this Agreement.

AGREEMENT

Therefore, in consideration of the foregoing and of the covenants and conditions set forth herein, the Parties agree as follows:

1. Scope of Work.

1.1 General. The scope of work to be performed by Architect pursuant to this Agreement (“Scope of Work”) is set forth in Exhibit A attached hereto. In the event of any conflict between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control and Exhibit A shall be deemed to constitute an expansion of the provisions of this Agreement. The Architect shall develop the School Facilities Master Plan consistent with the standard of care and in consideration of all State laws applicable to school-facilities acquisition, funding, and construction, as well as the financial and other goals and constraints of the District, Subject to approval by the District, the Architect shall develop, update, and maintain an estimated schedule of its activities pursuant to this Agreement. The District may at any time request a change in the scope of the Master Planning Services, which request Architect shall not unreasonably refuse, provided that, equitable adjustments are made to the time and compensation as provided in Section 3 of this Agreement.

1.2 Determination of District Requirements. The Architect shall review the goals of the District and other information related to the District’s facilities in order to ascertain the requirements of the District for the School Facilities Master Plan. The Architect’s responsibilities in this regard shall include the obligation to meet and confer with District staff, and to observe and assess District facilities, as often as may be necessary to accomplish the requirements of this Subsection. After reviewing the goals of the District and all available facilities information, the Architect shall ascertain the requirements of the School Facilities Master Plan and shall review its understanding of such requirements with the District.

1.3 Additional School Facilities Master Plan Specifics. In addition to any other requirements: (i) the modernization program for the District’s schools shall be based on an overall assessment of both curricular and facilities requirements and growth; (ii) the School Facilities Master Plan shall analyze and propose recommendations for current and new school-sites, including integration, consolidation, and/or disposal of school sites and other District property based on District-wide growth and population distribution; and (iii) the assessment of District facilities by the Architect shall include a comprehensive review of the condition of existing school sites, buildings and systems, and shall include a prioritized improvement plan for each site based on mandated compliance and District standards and goals.

2. Additional Services. Any and all services to be performed by Architect in addition to the Scope of Work and the costs thereof shall be approved by the District prior to performance of such additional services, except with respect to those expenses as Reimbursable Expenses herein, up to the limits established by this Agreement.

3. Compensation.

3.1 The Architect shall be compensated \$_____ for performance of the Master Planning Services, and the preparation of the School Facilities Master Plan, provided satisfactory

completion thereof, plus reasonable document - reproduction costs, as provided in the Scope of Work and this Agreement. Payments for the performance of Master Planning Services, and the preparation of the School Facilities Master Plan, shall be issued on a monthly basis based on percentage complete:

Task	Task Fee
Facilities Needs Assessment	\$
School Site Staff Meetings	\$
First Draft	\$
Board Meeting	\$
Second Draft	\$
Cost Estimates	\$
Financing Plan	\$
Educational Specifications/Standards	\$
Final Master Plan	\$

TOTAL FEE: \$

3.2 If District increases or decreases the Scope of Work, compensation to Architect payable hereunder shall be increased or decreased, respectively. All rates set forth in Exhibit B attached hereto shall be deemed all-inclusive for the services provided and shall include all overhead and profits payable to Architect for such services. In the event of any increase or decrease in the Scope of Work to be performed by Architect hereunder, the Parties shall meet and determine the reasonable amount by which Architect’s compensation hereunder shall be adjusted.

4. Reimbursable Expenses. Reimbursable Expenses are in addition to the compensation for Master Planning Services and include actual expenses made by Architect and the Architect’s employees and consultants that are reasonably and necessarily incurred by the Architect in the interest of performing the Master Planning Services. The agreed-upon budget for al Reimbursable Expenses, exclusive of al fees for architectural and Master Planning Services as to be provided by this Agreement and the Request for Proposals submitted by Architect, shall not exceed \$_____. Reimbursable expenses shall include reasonable expenses relating to printing, computer scanning of documents, postage, state and local applications, and travel expenses. Notwithstanding the foregoing, Reimbursable Expenses shall not include the following, unless prior written consent of the District is first obtained:

4.1 Extraordinary transportation expenses in connection with the performance of Master Planning Services, including, but not limited to, out-of-town travel expenses incurred in connection with performance of the Master Planning Services and long-distance communications;

4.2 Hotel and/or lodging expenses;

4.3 Expense of overtime work requiring higher than regular rates;

4.4 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by the Architect and the Architect’s consultants.

5. Term and Termination.

5.1 The term of this Agreement shall commence on the Effective Date and shall terminate upon completion by Architect of all Master Planning Services required pursuant to this Agreement. It is contemplated by the Parties, in entering into this Agreement, that Architect shall complete the Scope of Work, as set forth in Exhibit A, within approximately **six (6) months of execution** of this Agreement. In no event shall Architect complete all of the Master Planning Services required pursuant to this Agreement later than _____. Time is of the essence with respect Agreement, as is the performance by Architect each of its obligations set forth herein; provided, however, that the District, in its sole discretion, may extend any of the foregoing deadlines, and no additional compensation shall be payable to Architect as a result of any such extension.

5.2 In addition to any other grounds for termination set forth in this Agreement, the District may terminate this Agreement, in whole or in part, without need for cause, thirty (30) days after written notice from District to Architect. Such notice may specify the extent to which, if in part, this Agreement is to be terminated and timelines for Architect, to cease related work. In the event of termination without need for cause, the District shall compensate the Architect for all Master Planning Services satisfactorily provided prior to termination consistent with the compensation amounts set forth in Section 3 of this Agreement, any Reimbursable Expenses due under Section 4 of this Agreement, and compensation for properly approved and authorized additional services provided by Architect. District may also terminate this Agreement immediately if the District determines that, in its reasonable discretion, some or all of the Master Planning Services provided by Architect are not satisfactory and Architect has failed to improve its performance within fifteen (15) days' written notice from the District to Architect of the unsatisfactory performance. In the event of termination of this Agreement due to unsatisfactory performance by Architect, District shall compensate Architect for all Master Planning Services satisfactorily provided prior to termination consistent with the compensation amounts set forth in Sections 3 and 4 of this Agreement, as well as compensation for any properly approved and authorized additional services provided by Architect. In the event of any termination of this Agreement prior to completion by Architect of all of the Master Planning Services, the Architect shall provide copies of all Agreement Documents (defined in Section 10) to the District not later than the effective date of the termination.

6. Architect and Service Provider Representatives. Architect shall designate one person from its staff ("Architect Representative") and one person from the staff of each of its subcontractors providing professional services (each a "Provider Representative"), each of whom, with respect to the entity such person represents, shall be solely responsible for all communications and other interactions with the District. In addition to any required meetings or conferences required as part of the Master Planning Services, Architect Representatives and Provider Representatives shall be reasonably available to District representatives, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during the term of this Agreement and at such other times as may be agreed upon by the Parties.

7. Architect's Expertise and Resources. Architect represents that the personnel who will provide or perform the Master Planning Services, including any providers of consulting engineering or other professional services, shall have the technical expertise and experience required to perform the Master Planning Services in an efficient, timely manner, and in a manner consistent with the standard of care prevailing in the Southern California area for those acting in Architect's profession and

providing public-school master-planning services. All architects, engineers, experts, and other consultants retained by Architect in the performance of this Agreement shall be qualified to perform the Master Planning Services assigned to them, and shall be licensed to practice in their respective professions to the extent required by law. Architect further represents that it has sufficient resources to adequately and timely perform the Master Planning Services as required pursuant to this Agreement. To the extent Architect reasonably relies on information and documentation provided by District in the performance of the Master Planning Services, Architect shall be entitled to rely on the accuracy and completeness of such information and documentation.

8. Status as Independent Contractor.

8.1 Conducting Business as Independent Contractor. Architect is an independent contractor to District and is not an officer, employee, or agent of District. Architect shall conduct its activities in a manner consistent with its status as an independent contractor and shall not represent itself as an officer, employee, or agent of District. Architect shall not cause or allow any third party (whether person or entity) to continue in any apparent belief that Architect or any of its subcontracting providers of professional or other services is an officer, employee, or agent of District. Architect shall be responsible for ensuring compliance with all laws related to its employees and the employees of any provider of professional or other services, including laws related to workers' compensation and payment of prevailing wages, if applicable. Compensation payable to Architect hereunder shall not be increased as a result of any costs incurred by Architect that are attributable to such compliance.

8.2 Architect Records. Architect shall maintain all financial and other records related to this Agreement and to the Master Planning Services as necessary, appropriate, or required by law ("Architect Records"), which shall be available at all reasonable times for inspection by the District and any governmental agency with jurisdiction thereover. Architect shall prepare and maintain Architect Records using a generally recognized accounting basis, and shall make Architect Records reasonably available for a period of not less than four (4) years from completion of the Master Planning Services.

8.3 Fingerprinting Requirements. If determined by District to be necessary in connection with any inspections, assessments or other school-site visits by Architect or its employees, agents, consultants, contractors or subcontractors, Architect shall comply with the requirements of Education Code section 45125.1, regardless of whether such requirements are otherwise applicable. In such event, Architect shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of such of Architect's employees, agents, consultants, contractors, subcontractors or others engaged in the performance of the work required pursuant to this Agreement who, as determined by the District, may have more than limited contact with District students.

9. Prohibited Interests. Architect represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Architect further represents that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Upon discovery of any breach or violation of such representations by Architect, District shall have the right to rescind this Agreement immediately without liability, and Architect shall be liable to District for all costs, expenses and damages resulting therefrom. Architect represents that, in entering into this Agreement and thereby assuming status as a consultant to the District, neither

Architect nor any of its officers, employees, agents, consultants, contractors or subcontractors shall now or hereafter have any conflict of interest pursuant to Government Code section 1090 or the California Political Reform Act (i.e., Government Code section 87100 et seq.). Architect's representations pursuant to this Section shall survive termination of this Agreement, whether prior to or as a result of Architect's completion of the Master Planning Services.

10. Ownership and Right to Use Agreement Documents.

10.1 The preliminary and final School Facilities Master Plan and all working documents, original or reproducible transparencies, presentations, computations and other documents, in whatever format or storage medium, prepared by Architect pursuant to this Agreement (collectively, "Agreement Documents") are and shall remain the property of the District. Subject to payment for the Master Planning Services as provided herein, District may use the Agreement Documents as District sees fit, with no additional compensation due Architect. Architect hereby grants to District the unconditional right to re-use all or any part of the Agreement Documents, for any purpose at District's sole discretion, with no additional compensation to Architect. Unless expressly agreed in writing, District shall not be bound by this Agreement or any other agreement to employ Architect in the event the Agreement Documents are so re-used. Any re-use by District of the Agreement Documents other than for the purposes described in this Agreement without employing the services of the Architect shall be at District's own risk, and District shall indemnify and hold harmless Architect, and its consultants, agents, and employees, from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from, in whole or in part, the re-use of the Agreement Documents, in the event of any claim or action against Architect related to such re-use.

10.2 After completion of the Master Planning Services, Architect shall not permit reproductions to be made of any of the Agreement Documents without written approval of District. This Agreement creates an exclusive and perpetual license for District to copy, use, modify or re-use any and all Agreement Documents, and any intellectual property rights therein. Architect shall require any and all of its subcontractors and consultants to agree in writing that the District is granted an exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement. Architect represents and warrants that it has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Agreement Documents. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of such representation or warranty.

11. Indemnification.

11.1 Architect shall indemnify, defend, and hold harmless the District and the members of its governing board ("Board"), its officers, employees and agents (collectively, "District Agents") against and from any and all claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses), and other liabilities arising from (i) the performance of this Agreement by Architect or its officers, agents, employees or subcontractors ("Architect Agents"); and (ii) the injury (including death) of any person or the damage to any property in connection with performance of this Agreement by Architect or the Architect Agents, to the extent such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect or the Architect Agents. The scope of the foregoing shall include, without limitation, any disputes of any nature between Architect and any of its subcontractors.

11.2 Any defense of the District or any of the District Agents conducted pursuant to the indemnity provisions of this Agreement shall be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to District, but selected and retained by Architect, at no cost to District or District Agents. Architect shall pay or reimburse to District all judgments, settlements, costs, expenses, and other amounts due to District, or its Board members, officials, employees, agents, or volunteers, pursuant to the indemnity provisions of this Agreement not later than when due or within thirty (30) days of receipt of District's written invoice therefor. Any amounts not so paid when due shall accrue at the legal rate. The obligations of Architect pursuant to this Section shall not be deemed to be limited or restricted to insurance proceeds, if any, received by District or Architect.

12. Insurance.

12.1 Architect, at its cost, shall procure and maintain, and shall cause its subcontractors, as required herein, to procure and maintain, for the duration of this Agreement, all insurance policies required pursuant to this Section. District, as well as its Board, officers, officials, employees, and volunteers, shall be named as an additional insureds with respect to all such insurance except Workers' Compensation Insurance and professional liability insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than "A" and a financial size category of "VII," unless otherwise expressly deemed in writing to be acceptable by the District.

12.2 Prior to commencing Architectural Services, Architect shall provide to District copies of all insurance policies required pursuant to this Section, together with duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect (each a "Certificate of Insurance"). As applicable, the Certificates of Insurance shall name the required additional insureds. The Certificates of Insurance shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy. Language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable. District shall review the insurance policies and Certificates of Insurance required pursuant to this Section to determine whether they comply with the requirements of this Agreement. Architect shall provide to District updated Certificates of Insurance for each renewal of an insurance policy required pursuant to this Section. Any failure by Architect to comply with the provisions of this Section shall not be deemed a waiver of these insurance requirements, and shall be deemed a material breach of this Agreement.

(a) Workers Compensation Insurance. Architect shall obtain and maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with coverage in an amount not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by Architect, its employees, agents, or subcontractors. Notwithstanding insurance rating requirements set forth herein, coverage provided by the State Compensation Insurance Fund shall be deemed to satisfy the insurance rating requirements of this Agreement.

(b) Valuable Document Insurance. Architect shall obtain and maintain adequate insurance on all School Facilities Master Plan-related documents as may be required to protect the District in the amount of its full equity in those documents.

(c) Professional Liability Insurance. Architect shall obtain and, notwithstanding anything to the contrary herein, shall maintain for a period of at least one (1) year following completion of the Master Planning Services, Professional Liability Insurance and/or Errors and Omissions Insurance with coverage in an amount of not less than one million dollars (\$2,000,000.00). Such policy shall be endorsed to include contractual liability.

(d) General Liability Insurance. Architect shall obtain and maintain for the term of the Agreement a policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Architect pursuant to this Agreement. The liability policy shall contain a cross-liability endorsement and a waiver of the insurer’s rights of subrogation against the District. The liability policy shall include coverage for the contractual liability assumed by the Architect pursuant to this Agreement. The liability policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents, and consultants.

(e) Automobile Liability Insurance. Architect shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. The automotive liability policy shall include coverage for owned, hired, and non-owned automobiles. The automotive liability policy shall contain a cross-liability endorsement and a waiver of the insurer’s rights of subrogation against the District. The automotive liability policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents, and consultants,

(f) Subcontractor Insurance. All independent architects, engineers, experts and other consultants employed by or under contract to Architect in connection with this Agreement shall be required to independently comply with the insurance standards and requirements set forth in this Section, unless different standards or requirements are approved by the District in writing. Unless such different insurance standards or requirements are approved in writing by the District, the Architect’s agreements with its consultants shall contain provisions making them subject to the requirements set forth in this Section.

(g) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, or volunteers; or 2) Architect shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(h) Claims-Made Insurance. If any of the insurance policies provided pursuant to this Agreement are written on a claims-made form, then (1) the retroactive date must be shown, and must be before the date of this Agreement, unless otherwise expressly authorized in writing by District; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement; (3) if coverage is cancelled or renewed, and not replaced with another claims-made policy form with a retroactive date to the Agreement effectiveness date, Architect must purchase an extended period coverage for a minimum of five (5) years after the

completion of work under this Agreement; and (4) a copy of the claims reporting requirements must be submitted to District for review.

(i) Waiver of Subrogation. Architect hereby agrees to waive subrogation that any insurer of Architect may acquire by virtue of the payment of any loss, Architect agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

13. Notices. All notices and demands from one Party to the other pursuant to this Agreement shall be in writing, duly addressed as indicated below, and sent by: (i) personal delivery, signature on delivery receipt requested; (ii) facsimile transmission, with original deposited into U.S. Mail within twenty-four hours after transmission, first class postage prepaid, and transmission confirmation printed from sending facsimile machine retained in sender’s records; (iii) registered or certified U.S. mail, postage prepaid, with signature on delivery receipt requested; or (iv) prepaid Federal Express, United Parcel Service, Golden State Overnight, or other reliable private express delivery service, with signature on delivery receipt requested. Any such notice, demand, or communication shall be deemed given or served only upon receipt by the addressee. This Section shall not be construed to require that day-to-day administrative communications between the Parties related to provision of the Master Planning Services be provided in accordance with this Section. Either Party to this Agreement may change its name, address, facsimile number, or person to whom attention should be directed, for purposes of this Agreement, by giving notice as specified in this Section. Notices, demands, and communications shall be sent:

TO DISTRICT:

Oceanside Unified School District
Attn: Dr. Shannon Soto
Address: 2111 Mission Av., Oceanside CA
92056
Phone: (760)-966-4047
Facsimile:
Email:

TO ARCHITECT:

_____ Architects
Attn: _____
Address
Phone:
Facsimile:
Email:

14. Assignment of Agreement. Neither Party may assign this Agreement or any of the obligations set forth herein, in part or in whole, without the express written consent of the other Party, which may be granted or denied at their sole discretion.

15. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of District and Architect. Other than District and Architect, no third person shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties concerning the provision of the Master Planning Services by Architect. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement. Each Party acknowledges that it has conducted an independent investigation of the facts related to this Agreement. District and Architect acknowledge that neither the other Party nor its agents nor attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledge

that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

17. **Amendments Must Be in Writing.** This Agreement may not be modified except by a writing signed by the Parties.

18. **Interpretation Guides.** The captions and/or headings set forth in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any Section, clause or other provision of this Agreement. Each Recital stated above herein and each Exhibit attached hereto is hereby incorporated as an effective and operative provision of this Agreement. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof.

19. **No Continuing Waiver.** Should a Party waive or fail to enforce an obligation of the other Party arising from or in connection with this Agreement, such waiver or failure shall not be construed to be a waiver of any or all right to subsequently require performance of that or any other obligation or to otherwise enforce the provisions of this Agreement.

20. **Compliance with Law.** Subject to the standard of care, Architect shall at all times during the term of this Agreement perform the Master Planning Services in compliance with all federal, State, and local laws, regulations, and ordinances.

21. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State. Any arbitration, mediation, litigation or other proceeding arising out of this Agreement shall be initiated and conducted only in the County of _____, California.

22. **Survival.** With respect to any acts, omissions or incidents occurring prior to termination of this Agreement, and any claims, demands, causes of action, costs, expenses or other liabilities arising therefrom, each obligation of Architect herein to indemnify, defend and hold-harmless District shall survive termination of this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **Due Authority of Signatories.** Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, as indicated by the signatures below:

Oceanside Unified School District

_____ Architects

By: Dr. Shannon Soto
Deputy Superintendent of
Administrative Services

By: _____
[Name]
[Title]

Date: _____

Date: _____

EXHIBIT “A”
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant’s entire Proposal is **not** made part of this Agreement, it may be attached for reference.

EXHIBIT B

FEE SCHEDULE FOR SERVICES NOT WITHIN SCOPE OF WORK

Category	Hourly Rate
Principal	\$
Associate Principal	\$
State Program Advocate/Educational Facilities Planner	\$
Studio Director – Architecture and Engineering	\$
Sr. Construction Administrator	\$
QA Director	\$
Project Manage	\$
Project Architect	\$
Project Engineer	\$
Educational Funding Specialist	\$
HVAC/Plumbing Designer	\$
Specification Writer	\$
Project Leader	\$
Project Designer	\$
Engineering Designer	\$
Interior Designer	\$
Construction Administrator	\$
Job Captain	\$
Educational Funding Analyst	\$
Senior Draftsperson	\$
Draftsperson/Engineering Drafter	\$
Studio Assistant/Clerical	\$
Design Assistant	\$